

DATED 28th October 2025

Lot 1

(1) GUY’S AND ST THOMAS’ NHS FOUNDATION TRUST

- and -

(2) Marino Software Limited

Framework Title:	Workforce Technology Systems (WTS) Framework
Framework reference:	LPP/2024/002
Unique Identifier:	Ocds-h6vhtk-04eae7
Atamis Reference:	C342338
Framework Number:	RM 6387

(i)
THIS AGREEMENT IS DATED: 28th October 2025

PARTIES

- (1) **Guy's and St Thomas' NHS Foundation Trust** whose principal place of business is at Guy's Hospital, Great Maze Pond, London, Greater London SE1 9RT (the **Authority**); and
- (2) Marino Software Limited, Materials Building, DCU Alpha, Old Finglas Road, Glasnevin, Dublin 11, D11 KXN4, Ireland (the **Service Provider**).

Background

- (A) The Authority published a PIN 2024/S 000-015053 on 10/05/2024 on Find a Tender Service (FTS) seeking expressions of interest from potential Service Providers for the provision of Services to the Customers.
- (B) On the basis of the Service Provider's Tender, the Authority selected the Service Provider to enter this Framework Agreement, which sets out the obligations of the Parties under this Framework Agreement.
- (C) The Service Provider and the Customers may call off Services under a Contract, based on the template Call-off Terms and Conditions under Schedule 8 of this Framework Agreement, which the Customer and the Service Provider will update to reflect the scope of Services to be provided under that Contract.
- (D) The Customers have no obligation to enter into any Contracts with the Service Provider.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

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

ABI: Activity Based Income means the Management Charge applied to all supplier invoices pursuant to any and all call off contracts awarded under this Framework Agreement, payable to the Authority for the administration and the management of the Framework Agreement.

ABI Sum: means a sterling sum equal to 1% of the Service Provider's total aggregate gross invoices issued pursuant to any and all Contracts in force during the previous Month.

ABI Date: means the first Working Day of each Month following the Commencement Date.

Access Agreement: means an agreement entered into between the Authority and a contracting authority, to enable that contracting authority to become a Customer and call-off Products and/or Services sourced by the Authority under the Framework Agreement.

ADR notice: has the meaning provided in clause 20.1.2.

Anti-Bribery Policy: means the anti-bribery policy of the Authority as in force from time to time.

Audit: means an audit carried out pursuant to clause 12.

Auditor: means an auditor appointed by the Authority.

Authorised Representative: means the persons designated in writing (including by way of email) by the Service Provider and the Authority as such from time to time.

Award Criteria: means the award criteria set out in Part 3 of Schedule 1 (Award Criteria) to be applied to Supplemental Tenders received through a Competitive selection process held for the award of Contracts.

Beneficiary and Beneficiary Notices: means any Customer who is accessing the Framework and is included on the Beneficiary Notice issued monthly by the Workforce Alliance.

Call-off Terms and Conditions: means the template terms and conditions (including the schedules thereto) for the provision of Services under a Contract, as set out in Schedule 8.

Capable Service Provider: means a Framework Service Provider that is appointed to provide the Solutions (or Sub-Solutions, if applicable) that relate to any and/or all of the Products listed in Part 2 of Schedule 1 (Products) of the Framework Service Provider's Framework Agreement.

CCS: means the Crown Commercial Services.

CEDR: means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London EC4Y 1EU.

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

Commencement Date: means the date set out in the award letter provided to the Service Provider by the Authority in relation to this Framework Agreement.

Complaint: means any formal complaint raised by a Customer, which is identified as a complaint and notified in writing (including by way of email) to the Service Provider, in relation to its performance under the Framework Agreement or a Contract which shall be addressed in accordance with the provisions of clause 19.

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 Service Provider or the Authority, including Intellectual Property Rights, together with all information derived from the same, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Contract: means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services, made between a Customer and the Service Provider comprising the relevant Call-off Terms and Conditions and Schedules (as may be amended to reflect the scope of the Services to be provided and to the extent permitted by the Procurement Act, Regulations and Guidance).

Controller: means the natural or legal person, public authority, agency or other body (including without limitation, the members or agents of any unincorporated associations) which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

Current Call-off Goods and/or Services: means any goods which have already been (or are due to be) provided to a Customer pursuant to this Framework Agreement that are similar to the New Goods and/or Services and/or services which interface with or are intended to interface with or be replaced by the New Goods and/or Services.

Customer: means any contracting authority (as defined in section 2(1) of the Procurement Act) described in the contract notice or as notified to the Service Provider in writing by the Authority from time to time.

Data Protection Legislation: means all applicable data protection and privacy laws in force from time to time, including the EU General Data Protection Regulation ((EU) 2016/679) as it

forms part of the laws of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the **UK GDPR**), the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2423), and any amending, implementing or replacement legislation from time to time.

Desktop Evaluation: means the benchmarking procedure whereby a Customer can award a Contract upon review of the catalogue and/or Pricing Matrices of the Capable Service Providers, as further described in Schedule 4 (Call-off Procedures).

Dispute: has the meaning provided in clause 20.1.

Dispute Notice: has the meaning provided in clause 20.1.1.

DOTAS: means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

Effective Date: means the date by which the Authority receives the fully signed agreement from the framework service provider.

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

Expiry Date: means either: (i) where there is a single Service Provider appointed at any time to this Framework Agreement, the fourth anniversary of the Effective Date; or (ii) where there is more than one Service Provider appointed at all times to this Framework Agreement, the eighth anniversary of the Effective Date.

FOIA: means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure Event means any event beyond the reasonable control of the Party in question to include, without limitation:

- (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party's ability to perform its obligations under this Framework Agreement;
- (b) acts of terrorism;
- (c) fire, flood, storm or other natural disasters;
- (d) epidemic and pandemic;
- (e) unavailability of public utilities and/or access to transport networks to the extent no diligent supplier could reasonably have planned for such unavailability as part of its business continuity planning;

- (f) government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Service Provider to comply with any relevant regulations, laws or procedures (including such laws or regulations relating to the payment of any duties or taxes) and subject to the Service Provider having used all reasonable legal means to resist such requisition or impoundment;
- (g) compliance with any local law or governmental order, rule, regulation or direction applicable outside of England and Wales that could not have been reasonably foreseen;
- (h) industrial action which affects the ability of the Service Provider to provide the Services, but which is not confined to the workforce of the Service Provider or the workforce of any Sub-Contractor of the Service Provider; and
- (i) a failure in the Service Provider's and/or Authority's supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in accordance with this definition had it been suffered by one of the Parties.

Framework Agreement: means this agreement and all Schedules to this agreement.

Framework Agreement Variation Procedure: means the procedure set out in Schedule 7 (Framework Agreement Variation Procedure).

Framework Management Review Meetings: has the meaning provided in Schedule 6 (Framework Management).

Framework Service Providers: means each of the service providers appointed to provide services under this Framework Agreement following submission of a successful Tender response.

Competitive selection process or Further Competition: means the award procedure described in Schedule 4 (Call Off Procedures).

General Anti-Abuse Rule: means the legislation in Part 5 of the Finance Act 2013 and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.

Guarantee: means the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Framework Agreement.

Guarantor: means the guarantor set out in the Service Provider's SQ Response.

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

Halifax Abuse Principle: means the principle explained in the CJEU Case C-255/02 Halifax and others.

Information Commissioner: means the Information Commissioner's Office with head office at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Intellectual Property Rights: means patents, inventions, trademarks, service marks, logos, design rights (whether registrable 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 registrable or not in any country (including the United Kingdom) and the right to sue for passing off.

Key Performance Indicator or KPIs: means the performance measurements and targets for this Framework Agreement set out in Schedule 2 (Key Performance Indicators) as varied from time to time in accordance with this Framework Agreement.

KPI Target(s): means, in relation to a KPI, the minimum acceptable performance threshold for the relevant KPI in the applicable measurement period, as set out in Schedule 2 (Key Performance Indicators), and as varied from time to time in accordance with the terms of this Framework Agreement.

Law: means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of Court or mandatory directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.

Management Charge: means Activity Based Income ("ABI" see above). **Management Information or MI:** means the management information specified in Schedule 5 (Management Information) or as otherwise specifically identified as such in the Framework Agreement.

MI Report: means a report containing Management Information submitted to the Authority in accordance with Schedule 5 (Management Information).

Month: means a calendar month.

New Goods and/or Services means goods and/or services which a Customer wishes to procure from a different services provider appointed to this Framework Agreement which are the same or similar to the Current Call-off Goods and/or Services or intend to interface with and/or replace the Current Call-off Goods and/or Services.

Notice of Variation: has the meaning provided in Schedule 7 (Framework Agreement Variation Procedure).

Occasion of Tax Non-Compliance: means:

- (a) any tax return of the Service Provider submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the Service Provider under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (ii) the failure of an avoidance scheme which the Service Provider was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Service Provider submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion.

Operational Review Meetings: has the meaning provided in Schedule 6 (Framework Management).

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

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

Party: means each of: (i) the Authority; and (ii) the Service Provider, together, the **Parties**.

Persistent Failure: means, in relation to a specific Contract, any two (2) or more material breaches by the Service Provider in any rolling period of twelve (12) Month period under that specific Contract.

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

Pricing Matrix: means the Service Provider's list of prices for each of the Products that it is permitted to provide to a Customer under a Contract in accordance with a Competitive Selection Process, Desktop Evaluation, or the award without competition procedure, as submitted by the Service Provider as part of its Tender and updated by the Service Provider from time to time.

Procurement Act: means the Procurement Act 2023.

Product: means the products listed in Part 1 of Schedule 1 (Products).

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority, a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity;or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority; or(d) defrauding, attempting to defraud or conspiring to defraud the Authority.

PO: means purchase order.

Quarter: means each period of three Months.

Regulations: means the Procurement Regulations 2024 (*SI 2024/692*).

Regulatory Bodies: means any government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or the Parties to it and **Regulatory Body** shall be construed accordingly.

Relevant Requirements (Bribery Act 2010): has the meaning provided in clause 34.1.1.

Relevant Service Provider: means another third-party service provider appointed to this Framework Agreement and chosen to provide New Goods and/or Services in accordance with its terms.

Relevant Tax Authority: means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Service Provider is established.

Reporting Date: means:

- (a) during the Term, the last Working Day of each Quarter from the Commencement Date; and
- (b) after the Term, the last Working Day of the Quarter from the Termination Date for such time as any Contracts remain in force.

Request for Services: means a written request (including by way of email) for the provision of Services, sent by the Customers' authorised representative to the Service Provider.

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

Second Effective Date: means the date set out by the Authority in the award letter received by the second Framework Service Provider appointing it to this Framework Agreement.

Self-Audit Certificate: means a written confirmation which is confirmed as true, accurate and not misleading by: (i) the Authorised Representative of the Service Provider; or (ii) the Service Provider's external auditor, and which confirms that due analysis has been completed on a statistically representative sample of Services relating to the relevant period identified in clause 12.3 in order to provide the Authority with assurance that in such period:

- (a) all Services were clearly identified in the Service Provider's invoicing systems;
- (b) the Management Information provided was correctly, completely and accurately reported in accordance with the terms of this Framework Agreement (including, that all relevant invoices were included in the Management Information);
- (c) all prices charged for Services complied with the provisions of the Framework Agreement; and
- (d) reporting on KPIs and KPI Targets was correctly, completely and accurately reported in accordance with the terms of this Framework Agreement.

Services: means the provision of Products, and any and all associated services to be provided by the Service Provider under a Contract in relation to the provision of such Products.

Solution: means the primary categorisation of a Product or Service, as set out in Part 1 of Schedule 1 (Products or Services).

SQ Response: means the response to the pre-qualification questionnaire submitted by the Service Provider to the Authority.

Staff: means all persons employed by the Service Provider together with the Service Provider's contractors, agents and suppliers used in the performance of its obligations under this Framework Agreement and Sub-Contractors used in the performance of its obligations under any Contract.

Strategic Management Review: has the meaning provided in Schedule 6 (Framework Management).

Sub-Contract: means any contract between the Service Provider and a third party pursuant to which the Service Provider agrees to source the provision of any of the Services (or part thereof).

Sub-Contractor: means the contractors, service providers or other third parties that enter into a Sub-Contract.

Sub-Solution: means, if applicable, the secondary categorisation of a Product, as set out in Part 1 of Schedule 1 (Products), which is a sub-set of a Solution.

Supplemental Tender: means the documents submitted to a Customer in accordance with the Competitive selection process Procedure.

Tender: means the tender submitted by the Service Provider to the Authority to be appointed as a Framework Service Provider.

Term: means the term of the Framework Agreement, being the period from the Commencement Date and ending on (i) the Expiry Date; or (iii) the Termination Date (as applicable).

Termination Date: means such date as the Framework Agreement is terminated: (i) in accordance with clause 17; (ii) in a lawful manner otherwise than in accordance with clause 17; or (iii) by operation of Law (as applicable).

TUPE: means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

URN: means the unique reference number for a Contract.

VAT: means Value Added Tax.

Workforce Technology Systems: means the systems set out in or falling within the scope of lot 1 of Part 1 of Schedule 1 (Products).

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

Working Hours: means between 9:00 am and 5:00 pm on a Working Day.

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

1.2.1 words importing the singular meaning include, where the context so admits, the plural meaning and vice versa;

1.2.2 words importing the masculine include the feminine and the neuter;

1.2.3 the words **include**, **includes** and **including** are to be construed as if they were immediately followed by the words **without limitation**;

1.2.4 references to any **person** shall include natural persons, 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;

- 1.2.5 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;
- 1.2.6 headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- 1.2.7 the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;
- 1.2.8 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 subclause or Schedule to this Framework Agreement so numbered;
- 1.2.9 references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or subparagraph of the relevant Schedule to this Framework Agreement so numbered; and
- 1.2.10 reference to a clause is a reference to the whole of that clause unless stated otherwise.

FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE

2. TERM

- 2.1 Subject to clauses 2.2, 2.3 and 17.9, the Parties acknowledge and confirm that the Framework Agreement shall be effective from the Commencement Date, and expire on the Expiry Date unless terminated early in accordance with its terms or by operation of law.
- 2.2 The Authority shall open the Framework Agreement to new and existing Framework Service Providers:
 - 2.2.1 at least once prior to the third anniversary of the Effective Date and thereafter at least once before the fifth anniversary of the Second Effective Date; or
 - 2.2.2 more frequently as the case may be.
- 2.3 On award of a new framework agreement by the Authority to a Framework Service Provider, this Framework Agreement shall automatically expire save that where the award of a Contract in accordance with the Framework Agreement is ongoing, the Authority may continue the process and award the Contract to the Capable Service Provider as though the Framework Agreement had not expired.
- 2.4 The Service Provider's core compliance responses will be monitored throughout the life of the Framework Agreement by the Authority. If any instances of these responses change at any point during the life of the Framework Agreement, it is the responsibility of the Service Provider to inform the Authority within twenty-one (21) days of becoming aware of such change. Failure to do so will be classed as a material breach of the Framework Agreement.
- 2.5 Termination or expiry of this Framework Agreement shall not affect any Contract already in force.

3. SCOPE OF THE FRAMEWORK AGREEMENT

- 3.1 The Parties acknowledge and confirm that this Framework Agreement governs the relationship between the Service Provider and the Authority in respect of the operation of this Framework

Agreement, the purpose of which is to provide a mechanism for Customers and the Service Provider to agree Contracts.

3.2 Subject to clause 17.9, the Service Provider shall be eligible during the Term to receive Requests for Services for which it is a Capable Service Provider and a Customer may, at its absolute discretion, enter into a Contract with the Service Provider for such Services in accordance with clause 4.1 and Schedule 4 (Call-off Procedures).

3.3 The Service Provider acknowledges and confirms that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Authority for the Services and Customers are at all times entitled to enter into other contracts and arrangements with other service providers for the provision of any or all services, including those which are the same as or similar to the Services.

4. ORDERING PROCEDURES

4.1 A Customer may procure Services under this Framework Agreement at any time during the Term by:

- 4.1.1 signing an Access Agreement;
- 4.1.2 becoming a Beneficiary of the Framework Agreement;
- 4.1.3 awarding and entering into a Contract with a Service Provider; and
- 4.1.4 providing a PO in accordance with Schedule 4 (Call-Off Procedure).

4.2 Where a signed Access Agreement is received by the Authority, the relevant Customer will be added to the Beneficiary Notice and within 15 days of the end of the preceding month, the Authority shall send electronically a list of all Beneficiaries of the Framework Agreement to the Service Providers.

4.3 Contracts received by the Service Provider from the Customer shall be processed utilising the terms of the Framework Agreement and associated Call-off Terms and Conditions.

4.4 Service Providers must provide the Authority with email acknowledgement of the receipt of the list of Beneficiaries list within 24 hours of receipt (calculated in accordance with clause 29.1.3).

5. NET ZERO AND SOCIAL VALUE COMMITMENTS

Carbon reduction plans and reporting

5.1 The Service Provider shall put in place, maintain and implement a board approved, publicly available, carbon reduction plan in accordance with the requirements and timescales set out in the NHS Net Zero Supplier Roadmap (see [Greener NHS »Suppliers \(england.nhs.uk\)](https://www.england.nhs.uk/greenernhs/get-involved/suppliers/) (<https://www.england.nhs.uk/greenernhs/get-involved/suppliers/>)), as may be updated from time to time (the **Evergreen Supplier Assessment**).

5.2 The Service Provider shall report its progress through published progress reports and continued carbon emissions reporting through the Evergreen Supplier Assessment.

5.3 Within 5 Working Days of the Commencement Date, the Service Provider shall appoint (and notify to the Authority) a relevant person (**Net Zero Corporate Champion**) who shall be responsible for overseeing the Service Provider's compliance with Clauses 5.1 and 5.2 and any other net zero requirements forming part of this Contract. Without prejudice to the Authority's other rights and remedies under this Contract, if the Service Provider fails to comply with Clauses 5.1 and 5.2, the Authority may escalate such failure to the Net Zero Corporate

Champion who shall within ten (10) Business Days of such escalation confirm in writing to the Authority the steps (with associated timescales) that the Service Provider will be taking to remedy such failure. The Service Provider shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary) to ensure that such failure is remedied by the earliest date reasonably possible.

Net zero and social value in the delivery of the contract

5.4 The Service Provider shall deliver its net zero and social value contract commitments in accordance with the requirements and timescales set out in the Specification and Tender response forming part of this Framework Agreement (**Net Zero and Social Value Contract Commitments**).

5.5 The Service Provider shall report its progress on delivering its Net Zero and Social Value Contract Commitments through progress reports.

5.6 Within 5 Working Days of the Commencement Date, the Service Provider shall appoint (and notify to the Authority) a relevant person (**Net Zero and Social Value Contract Champion**) who shall be responsible for overseeing the Supplier's compliance with Clauses 5.4 and 5.5 of this Clause 5. Without prejudice to the Authority's other rights and remedies under this Contract,

if the Service Provider fails to comply with Clauses 5.4 and 5.5 of this Clause 5, the Authority may escalate such failure to the Net Zero and Social Value Contract Champion who shall within ten (10) Working Days of such escalation confirm in writing to the Authority the steps (with associated timescales) that the Service Provider will be taking to remedy such failure. The Service Provider shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary) to ensure that such failure is remedied by the earliest date reasonably possible.

6. ASSISTANCE IN RELATED PROCUREMENTS

6.1 The Service Provider acknowledges that the Customer may choose to work with other Framework Service Providers and if required by the Customer (acting reasonably), the Service Provider shall act reasonably and provide reasonable cooperation to other Framework Service Providers when providing the Services, including as set out below.

6.2 Where a Relevant Service Provider is bidding to provide New Goods and/or Services in circumstances where the Service Provider or an affiliate of the Service Provider is already providing (or due to provide) Current Call-off Goods and/or Services to a Customer, the Service Provider shall promptly provide the relevant Customer and/or the Relevant Service Provider with all reasonable information and assistance as may be required from time to time to enable the relevant Customer and/or the Relevant Service Provider as appropriate, to:

6.2.1 carry out appropriate due diligence with respect to the provision of the New Goods and/or Services;

6.2.2 effect a smooth transfer and/or inter-operation (as the case may be) between the Current Call-off Goods and/or Services and the New Goods and/or Services;

6.2.3 carry out a Competitive selection process Procedure held pursuant to Schedule 4 (Call Off Procedures) for the New Goods and/or Services; and

6.2.4 make a proper assessment as to the risk related to the New Goods and/or Services.

6.3 When performing its obligations in clause 6.2 the Service Provider shall act consistently, applying principles of equal treatment and non-discrimination, with regard to requests for assistance from and dealings with each Relevant Service Provider.

6.4 In all circumstances set out in this Framework Agreement, the Service Provider must adhere to the minimum standards set out in Schedule 2 (Key Performance Indicators).

7. PERFORMANCE OF THE SERVICES

7.1 The Service Provider shall perform all Services in accordance with the terms and conditions of the relevant Contract.

8. ABI SUM AND INVOICING

8.1 On each ABI Date during the Term (and after the Term whilst any Call off Contracts remain in force), the Service Provider will be charged an ABI fee of 1% of the invoiced amount paid by the contracting authority, monthly (inclusive of VAT at the prevailing rate) in relation to orders placed by its Customers.

8.2 The ABI fee will be invoiced by CCS (based on the monthly Management Information provided) on a retrospective basis.

8.3 On the Authority's request, the Service Provider shall provide the Authority with copies of all POs from the Customer and/or invoices from the Service Provider relating to any Contract in order to ensure that the ABI Sum is correct.

8.4 If the Service Provider provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of CCS, and the Management Information demonstrates that:

8.4.1 the Service Provider has overpaid the Management Charge as a result of the application of the default Management Charge then the Service Provider shall be entitled to a refund of the overpayment, net of any admin fees where applicable; or

8.4.2 the Service Provider has underpaid the Management Charge during the period when a default Management Charge was applied, then CCS shall be entitled to immediate payment of the balance as a debt together with interest.

8.5 Payment of undisputed and valid CCS invoices should be completed within thirty (30) days. CCS may take action on outstanding invoices by:

8.5.1 issuing the Service Provider with reminders that an invoice payment is due and/or overdue;

8.5.2 charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;

8.5.3 suspending the Service Provider from the agreement until such time that overdue invoices are paid; and/or

8.5.4 terminating this Framework Agreement.

8.6 If a dispute arises between CCS and the Service Provider in relation to the ABI Sum which cannot be resolved then the Service Provider will issue a covering statement to CCS setting out the nature of the dispute.

8.7 The Authority shall respond to the Service Provider within ten (10) Working Days of receipt of the covering statement stating whether the Authority accepts the Service Provider's calculation of the ABI Sum. If the Authority accepts the Service Provider's calculation of the ABI Sum, then the Authority shall supply the Service Provider with a subsequent invoice for any outstanding amounts (if applicable) which shall be payable within ten (10) Working Days of the date of the subsequent invoice. If the Authority does not accept the Service Provider's calculation of the

ABI Sum, then the matter shall be dealt with in accordance with the provisions of clause 20 (Dispute Resolution).

8.8 Interest shall be payable on any late payments (which shall not include any disputed amounts) of the ABI Sum at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

8.9 The Service Provider acknowledges and confirms that any and all payments required to be made by the Service Provider in accordance with clause 8.5 shall be made to the Authority by bank transfer for same day value in UK sterling to such bank account as is notified to the Service Provider in writing by the Authority from time to time.

9. WARRANTIES

9.1 The Service Provider warrants to the Authority that:

9.1.1 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;

9.1.2 this Framework Agreement is executed by a duly Authorised Representative of the Service Provider;

9.1.3 in entering into this Framework Agreement, or agreeing to the provision of any Services, it has not committed any Prohibited Act;

9.1.4 as at the Commencement Date, all information, statements and representations contained in the Tender and SQ Response are true, materially accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Framework Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;

9.1.5 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework Agreement and/or any Contract which may be entered into;

9.1.6 it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under this Framework Agreement and/or any Contract which may be entered into;

9.1.7 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 Service Provider for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider's assets or revenue;

9.1.8 it conducts its business in a manner that is consistent with its obligations pursuant to clause 34; and

9.1.9 it shall comply with its Net Zero and Social Value Commitments.

9.2 The Service Provider shall promptly notify the Authority in writing:

9.2.1 of any material detrimental change in the financial standing and/or credit rating of the Service Provider;

9.2.2 if the Service Provider undergoes a Change of Control.

9.3 The Service Provider shall notify the Authority immediately, in writing, if:

9.3.1 it is subject to an investigation by any of the Regulatory Bodies, whether with regards to the Service Provider generally (not limited solely to the provision of the Services) or in relation to any of the Staff;

9.3.2 it is involved in any Occasion of Tax Non-Compliance; or

9.3.3 any of the Staff are under investigation under anti-money laundering Law.

9.4 Each time a Request for Services is made by a Customer and a Contract is entered into, the warranties and undertakings in clause 9.1 shall be deemed to be repeated by the Service Provider with reference to the circumstances existing at the time that the Customer's confirmation is provided.

9.5 For the avoidance of doubt, the Parties acknowledge and confirm that the fact that any provision within this Framework Agreement that is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Service Provider.

9.6 The Service Provider acknowledges and agrees that:

9.6.1 the Authority is entering into this Framework Agreement and in doing so has relied upon the warranties and undertakings contained in this Framework Agreement; and

9.6.2 the Authority will (amongst other things) on each and every occasion that the Service Provider enters into a Contract rely upon the warranties and undertakings contained in this Framework Agreement.

10. SERVICES PRE-REQUISITES AND INSURANCE

10.1 The Service Provider shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement.

10.2 During the Term, and for a period of two (2) years after the Term, the Service Provider shall maintain in force, with a reputable insurance company the following insurances and shall, on the Authority's request, produce evidence giving details of cover:

Class	Minimum Sum Insured
Public Liability	£10,000,000
Employers Liability	£5,000,000
Professional Indemnity	£5,000,000
Product Liability	£5,000,000
Cyber	To be confirmed under the Contract
Business Continuity	To be confirmed under the Contract

Deterioration in Financial Circumstances

10.3 If the Authority, acting reasonably, has good cause to believe that there has been a material deterioration in the financial circumstances of the Service Provider (and/or any third party guaranteeing the obligations of the Service Provider under this Framework Agreement) when compared to any information provided to and/or assessed by the Authority as part of any procurement process or other due diligence leading to the award of this Framework Agreement to the Service Provider, the following process shall apply:

10.3.1 the Authority may (but shall not be obliged to) give notice to the Service Provider requesting adequate financial or other security and/or assurances for due performance of its material obligations under this Framework Agreement on such reasonable and proportionate terms as the Authority may require within a reasonable time period as specified in such notice; and

10.3.2 a failure or refusal by the Service Provider to provide the financial or other security and/or assurances requested in accordance with this clause 10.3 and in accordance with any reasonable timescales specified in any such notice issued by the Authority shall be deemed a breach of this Framework Agreement by the Service Provider and shall be referred to and resolved in accordance with clause 20 (Dispute Resolution).

10.4 In order that the Authority may act reasonably in exercising its discretion in accordance with clause 10.3, the Service Provider shall provide the Authority with such reasonable and proportionate up-to-date financial or other information relating to the Service Provider or any relevant third-party entity upon request.

SERVICE PROVIDER'S INFORMATION OBLIGATIONS

11. REPORTING AND MEETINGS

11.1 Within five (5) Working Days of the Commencement Date, the Service Provider and the Authority shall inform each other in writing (including by way of email) the identity of their Authorised Representative and during the Term the Service Provider and the Authority shall promptly notify each other in writing (including by way of email) of any change of such Authorised Representative.

11.2 The Service Provider shall submit the MI Report to the Authority's Authorised Representative on or prior to the Reporting Date and in accordance with the provisions of Schedule 5.

11.3 The Authorised Representatives shall meet in accordance with the provisions of Schedule 6 (Framework Management).

11.4 The Authority may share the Management Information supplied by the Service Provider with any relevant Regulatory Body.

11.5 The Authority may, by written notice to the Service Provider, make reasonable changes to the nature and format of the Management Information that must be provided, provided that such changes shall not take effect upon less than one (1) months' notice.

11.6 The Service Provider shall take all such steps as are required to vary this Framework Agreement to reflect any exercise of the Authority's rights pursuant to clause 10.3.

12. RECORDS AND AUDIT ACCESS

12.1 For a period of seven (7) years from the end of the Term, the Service Provider shall keep and maintain full and accurate records and accounts relating to the operation of this Framework Agreement, including:

12.1.1 the Services provided under each Contract;

12.1.2 the Contracts entered into; and

12.1.3 the amounts paid to the Service Provider by any Customer.

12.2 The Service Provider shall keep the records and accounts referred to in clause 12.1 above in accordance with good accountancy practice and any requirements of the Regulatory Bodies.

12.3 The Service Provider acknowledges and confirms that:

12.3.1 during the Term, within one Month of each anniversary of the Commencement Date, the Service Provider shall provide the Authority with a Self-Audit Certificate relating to the preceding twelve (12) Month period; and

12.3.2 after the Term, within one (1) Month of each anniversary the end of the Term whilst any Contracts are still in force, the Service Provider shall provide the Authority with a SelfAudit Certificate relating to the preceding twelve (12) Month period, unless otherwise agreed by the Parties.

12.4 Without prejudice to the Authority's rights under clause 12.1, the Service Provider shall provide (if requested) such records and accounts (together with copies of the Service Provider's published accounts) during the Term and for a period of seven (7) years after the Term to the Authority and/or the Auditor.

12.5 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Service Provider and the Service Provider accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.

12.6 The Service Provider shall provide the Authority and/or the Auditor with all reasonable cooperation and assistance in relation to each Audit, including:

12.6.1 all information requested by the Authority and/or the Auditor which is within the scope of such Audit; and

12.6.2 on ten (10) Working Days' notice and escorted by Service Provider personnel, providing access to sites controlled by the Service Provider and to equipment used in the provision of the Services.

12.7 The Service Provider and the Authority agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under clause 12 unless the Audit reveals a material breach by the Service Provider of the terms of this Framework Agreement, in which case the Service Provider shall reimburse the Authority for all reasonable costs incurred in relation to the Audit relating to the material breach on a full indemnity basis.

13. CONFIDENTIALITY

13.1 Subject to clause 13.2, the Parties shall keep confidential all matters relating to this Framework Agreement and shall use all reasonable endeavours to prevent their representatives (and in the case of the Service Provider its Sub-Contractors) from making any disclosure to any person of any matters relating hereto.

13.2 Clause 13.1 shall not apply to any disclosure of information:

13.2.1 required by any applicable Law or any Regulatory Body;

13.2.2 that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework Agreement;

13.2.3 where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 13.1; and

13.2.4 which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party, and the disclosing Party is not under any obligation of confidence in respect of that information.

13.3 The Parties shall procure that its staff (including the Staff) are aware of, and comply with, the confidentiality obligations under this Framework Agreement.

13.4 The Parties shall not, and shall procure that its staff (including the Staff) do not, use any of the Confidential Information received from the other Party otherwise than for the purposes permitted by this Framework Agreement.

14. DATA PROTECTION

14.1 The Service Provider and the Authority shall each comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, the Service Provider's and the Authority's obligations under the Data Protection Legislation.

14.2 To the extent that either Party (**Disclosing Party**) shares any Personal Data with the other Party in connection with this Framework Agreement, and without prejudice to the generality of clause 14.1:

14.2.1 the Parties shall each be independent Controllers with respect to that Personal Data;

14.2.2 the Disclosing Party shall ensure that it has all necessary consents and notices in place to enable lawful transfer of the Personal Data to the other Party for the duration and purposes of this Framework Agreement;

14.2.3 each Party shall only process the Personal Data as necessary for the purposes of performing its obligations under this Framework Agreement; and

14.2.4 neither Party shall process the Personal Data in a manner that will or is likely to result in the other Party breaching its obligations under the Data Protection Legislation.

15. GUARANTEE

Before the Commencement Date, the Service Provider shall procure that the Guarantor shall:

15.1.1 execute and deliver to the Authority the Guarantee; and

15.1.2 deliver to the Authority a certified copy extract of the board minutes of the Guarantor approving the execution of the Guarantee.

16. PUBLICITY AND MARKETING

16.1 The Service Provider shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent, not to be unreasonably withheld or delayed.

16.2 The Service Provider shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

- 16.3 The Authority may from time to time require the Service Provider to provide such information as necessary for the update of marketing materials.
- 16.4 The Service Provider acknowledges that any marketing materials in relation to this Framework Agreement that the Service Provider produces must comply in all respects with any branding guidance the Authority may from time to time provide to the Service Provider.
- 16.5 Each Party shall retain ownership of all its Intellectual Property Rights that may subsist within its own marketing materials.
- 16.6 The Service Provider shall support the Authority and the Customer in the active promotion and marketing of the Framework Agreement. The Service Provider and the Authority shall each organise sponsored events to encourage the take-up and contracting compliance of the Framework Agreement. The Service Provider and the Authority shall each take reasonable measures to make available representatives of its contracting team to attend events organised by the other Party. The Authority shall be entitled to accept support (including payment and sponsorship) from other Framework Service Providers, suppliers and any Customer for such events. The Authority will not profit from such support provided.

FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION

17. TERMINATION

Termination on default

- 17.1 The Authority may terminate this Framework Agreement by serving written notice to the Service Provider with effect from the date specified in such notice:
- 17.1.1 where the Service Provider commits a material breach of this Framework Agreement and:
- (a) the Service Provider has not remedied the material breach to the satisfaction of the Authority within thirty (30) days, or such other longer period as may be specified by the Authority, after issue of a written notice identifying that a material breach of this Framework Agreement has occurred and requesting it to be remedied; or
 - (b) the material breach is not, in the reasonable opinion of the Authority, capable of remedy;
 - (c) the Service Provider repeatedly breaches any of the terms of this Framework 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 of this Framework Agreement;
 - (d) where the Service Provider is in material breach of a Contract which is not capable of remedy, or if such material breach is capable of remedy, the Service Provider has not remedied the material breach of the Contract to the satisfaction of the Customer within thirty (30) days after issue of a written notice by the Customer identifying that a material breach of Contract has occurred and requesting it to be remedied; and/or
 - (e) any warranty or representation given by the Service Provider pursuant to clause 9 of this Framework Agreement is found to be untrue, inaccurate or misleading.

Termination on insolvency and Change of Control

17.2 Without affecting any other right or remedy available to it, the Authority may terminate this Framework Agreement with immediate effect by giving written notice to the Service Provider if:

17.2.1 the Service Provider suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

17.2.2 in the case of a company or a limited liability partnership, is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

17.2.3 in the case of an individual, is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;

17.2.4 in the case of a partnership, has any partner to whom any of the foregoing apply;

17.2.5 the Service Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Service Provider with one or more other companies or the solvent reconstruction of the Service Provider;

17.2.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Service Provider (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Service Provider with one or more other companies or the solvent reconstruction of the Service Provider;

17.2.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Service Provider (being a company);

17.2.8 the holder of a qualifying floating charge over the assets of the Service Provider (being a company) has become entitled to appoint or has appointed an administrative receiver;

17.2.9 a person becomes entitled to appoint a receiver over the assets of the Service Provider or a receiver is appointed over the assets of the Service Provider;

17.2.10 a creditor or encumbrancer of the Service Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Service Provider's assets and such attachment or process is not discharged within fourteen (14) days;

17.2.11 any event occurs, or proceeding is taken, with respect to the Service Provider in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 17; and

17.2.12 the Service Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

17.3 The Service Provider shall notify the Authority immediately if the Service Provider undergoes a Change of Control. The Authority may terminate the Framework Agreement by giving notice in writing to the Service Provider with immediate effect within six (6) Months of:

17.3.1 being notified that a Change of Control has occurred; or

17.3.2 where no notification has been made, the date that the Authority becomes aware of the Change of Control;

but the Authority shall not be permitted to terminate this Framework Agreement where the Authority has granted written approval to the Service Provider of the Change of Control prior to the occurrence of such Change of Control or where the Authority cannot demonstrate that the Change of Control would cause a material degradation in the Services provided.

Termination for Persistent Failure

17.4 The Authority may terminate this Framework Agreement by serving notice on the Service Provider in writing with immediate effect from the date specified in such notice where a Persistent Failure has occurred.

Termination by the Authority for Convenience

17.5 The Authority shall have the right to terminate this Framework Agreement at any time by giving three (3) Months' written notice to all Framework Service Providers. The Parties acknowledge that if the Authority exercises its rights under this clause 17.5 it shall exercise its equivalent rights under all framework agreements with the Framework Service Providers.

Termination by Authority for Breach of the rules of a Regulatory Authority

17.6 The Authority shall have the right to terminate this Framework Agreement immediately by serving written notice on the Service Provider where the Service Provider has breached any legislation, regulations, rules or obligations upon it set down by any Regulatory Bodies in contravention of this Framework Agreement and any such breach cannot be reasonably rectified.

17.7 The Authority may terminate this Framework Agreement by issuing a notice in writing to the Service Provider where:

17.7.1 the Framework Agreement has been substantially amended to the extent that the Procurement Act requires a new procurement procedure;

17.7.2 the Authority has become aware that the Service Provider should have been excluded under sections 26 to 30, Schedule 6 or Schedule 7 of the Procurement Act from the procurement procedure leading to the award of this Framework Agreement;

17.7.3 the Contract should not have been awarded to the Service Provider in view of a serious infringement of obligations under European law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU; and

17.7.4 there has been a failure by the Service Provider to comply with legal obligations in the fields of environmental, social or labour Law.

TUPE on exit

17.8 The Parties acknowledge and confirm that their intention is that TUPE shall not operate at the conclusion of the Term or the expiry or termination of any Contract.

Suspension of Service Provider's appointment

17.9 Without prejudice to the Authority's rights and remedies, if a right for the Authority to terminate this Framework Agreement arises (other than pursuant to clause 17.5), the Authority may choose to suspend the Service Provider's right to receive Requests for Services in relation to any or all of the Services by giving notice in writing to the Service Provider of the same. If the Authority provides such notice to the Service Provider, the Service Provider's appointment to the

Framework Agreement shall be suspended for the period set out in the notice or such other period notified to the Service Provider by the Authority in writing from time to time.

18. CONSEQUENCES OF TERMINATION AND EXPIRY

18.1 Notwithstanding the service of a notice to terminate this Framework Agreement, the Service Provider shall continue to fulfil its obligations under this Framework Agreement until the Termination Date or such other date as required under this Framework Agreement.

18.2 Unless expressly stated to the contrary, the service of a notice to terminate this Framework Agreement shall not operate as a notice to terminate any Contract made under the Framework Agreement. Termination or expiry of this Framework Agreement shall not cause any Services or Contract to terminate automatically. For the avoidance of doubt, all Services shall remain in force unless and until they are terminated or expire in accordance with their own the terms and conditions of the Contract.

18.3 Subject to clause 18.4, within twenty (20) Working Days of the Termination Date, the Service Provider shall return or destroy at the election of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Service Provider's possession or control (the **Information**), either in its then current format or in a format nominated by the Authority (acting reasonably), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information to comply with its obligations under Law.

18.4 The Service Provider may keep such Information referred to in clause 18.3 to the extent required for the performance of: i) the obligations under this Framework Agreement that survive termination; and ii) any Contract that remains in force past the Termination Date, until the termination of those Contracts, following which it shall comply with clause 18.3.

18.5 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies, obligations or liabilities of either Party accrued under this Framework Agreement before termination or expiry.

18.6 The provisions of clause 8, clause 11 (except clause 11.3), clause 12, clause 13, clause 14, clause 16.3, clause 18, clause 20, clause 21, clauses 24 – 29, clause 33 – 36 and clause 38 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.

19. COMPLAINTS HANDLING AND RESOLUTION

19.1 The Service Provider shall notify the Authority's Authorised Representative of any Complaint made by a member of a Customer's staff within five (5) Working Days of becoming aware of such Complaint and such notice shall contain full details of the Service Provider's plans to resolve such Complaint.

19.2 Without prejudice to any rights and remedies that a complainant may have at Law, under the Framework Agreement or any Contract, and without prejudice to any obligation of the Service Provider to take remedial action under the provisions of the Framework Agreement or any Contract, the Service Provider shall use its all reasonable endeavours to resolve the Complaint within fifteen (15) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

20. DISPUTE RESOLUTION

20.1 If a dispute arises out of or in connection with this Framework Agreement or the performance, validity or enforceability of it (**Dispute**) then the Authority and the Service Provider shall follow the procedure set out in this clause 20:

20.1.1 either the Authority or the Service Provider shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representative of the Authority and Authorised Representative of the Service Provider shall attempt in good faith to resolve the Dispute;

20.1.2 if the Authorised Representative of the Authority and the Authorised Representative of the Service Provider are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Authority and the Service Provider will attempt to settle it by mediation in accordance with the CEDR "Model Mediation Procedure". Unless otherwise agreed between the Authority and the Service Provider, the mediator shall be nominated by CEDR. To initiate the mediation, the Authority or the Service Provider must serve notice in writing (**ADR notice**) to the other Party to the Dispute, requesting mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than thirty (30) days after the date of the ADR notice.

20.2 No Party may commence any court or arbitration proceedings under clause 38 in relation to the whole or part of the Dispute until thirty (30) days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay and in addition neither Party shall be prevented from applying for injunctive relief in the case of breach or threatened breach of confidentiality.

20.3 If the Dispute is not resolved within thirty (30) days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of thirty (30) days, or the mediation terminates before the expiration of the said period of thirty (30) days, the Dispute shall be finally resolved by the courts of England in accordance with clause 38 of this Agreement.

21. LIMITATION OF LIABILITY

21.1 Nothing in this Framework Agreement shall limit or exclude the Service Provider's or the Authority's liability for:

21.1.1 death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;

21.1.2 fraud or fraudulent misrepresentation; or

21.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or other liability which cannot be limited or excluded by applicable Law.

21.2 The Parties acknowledge and confirm that, subject to clause 21.1:

21.2.1 neither Party shall have any liability to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect, special or consequential loss arising under or in connection with this Framework Agreement; and

21.2.2 neither Party shall be liable for loss of turnover, savings, business or business opportunities (in each case whether direct or indirect).

21.3 Subject to clauses 21.1 and 21.2, each Party's total liability under this Framework Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Framework Agreement shall be limited to the greater of:

21.3.1 one hundred thousand pounds (£100,000); or

21.3.2 one hundred and fifty percent (150%) of the total ABI Sum paid or payable in the preceding twelve (12) Month period from the date on which the liability arises, or if such liability arises in the twelve (12) Month period immediately following the Commencement Date, the total ABI Sum paid or payable during the first twelve (12) Month period of the Framework Agreement on the date the liability arises.

21.4 Subject to clause 21.3 (but notwithstanding clause 21.2.1), the Service Provider acknowledges that losses recoverable by the Authority shall include:

21.4.1 wasted expenditure;

21.4.2 loss of revenue; and

21.4.3 losses incurred by the Authority arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any SubContractor, Staff or Regulatory Bodies) against the Authority caused by an act or omission of the Service Provider.

21.5 Nothing in this Framework Agreement shall:

21.5.1 relieve the Service Provider of its obligation to pay the ABI Sum; and

21.5.2 act to reduce or affect a Party's general duty to mitigate its loss.

21.6 Where a Party grants an indemnity under this Framework Agreement, that Party shall, unless otherwise agreed in writing, have sole responsibility for the management and settlement of any claim or alleged claim arising under such indemnity and the Party relying on any indemnity shall not make any admission with respect to any claim or alleged claim and will notify the indemnifying Party of any claim or alleged claim as soon as practicable.

GENERAL PROVISIONS

22. SUBCONTRACTING AND ASSIGNMENT

22.1 Neither Party shall be entitled to assign, sub-contract, transfer, novate or otherwise dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other Party.

22.2 Notwithstanding clause 21.1, the Authority shall be entitled on providing reasonable notice to the Service Provider to novate the Framework Agreement to any other person which substantially performs the functions that previously had been performed by the Authority provided that such person is not a direct competitor of the Service Provider. The Service Provider shall enter into any agreement and/or deed as the Authority shall reasonably require so to give effect to such novation.

22.3 If the Authority has given prior written consent in accordance with clause 22.1, the Service Provider shall only be entitled to novate the Framework Agreement where:

22.3.1 the specific change in Service Provider was provided for in the Tender; and

22.3.2 there has been a universal or partial succession into the position of the Service Provider, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this Framework Agreement.

23. VARIATIONS TO FRAMEWORK AGREEMENT

23.1 Any variations to this Framework Agreement must be made only in accordance with the Framework Agreement Variation Procedure, unless otherwise agreed by the Parties.

24. THIRD PARTY RIGHTS

24.1 Save that a Customer may enforce its rights under clauses 4 and 6 and Schedule 1, **Error! Reference source not found.** and Schedule 4, a person who is not a Party shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Framework Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

24.2 The consent of any person other than the Parties is not required to vary or terminate this Framework Agreement.

25. SEVERANCE

25.1 If any provision or part-provision of this Framework Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or partprovision shall be deemed deleted. Any modification to or deletion of a provision or partprovision under this clause shall not affect the validity and enforceability of the rest of this Framework Agreement.

25.2 If one Party gives notice to the other Party of the possibility that any provision or part-provision of this Framework Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

26. RIGHTS AND REMEDIES

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

27. WAIVER

27.1 No failure or delay by a Party to exercise any right or remedy provided under this Framework Agreement or by Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

28. ENTIRE AGREEMENT

28.1 This Framework Agreement contains the whole agreement between the Parties and supersedes and extinguishes all prior agreements, arrangements and understandings between the Parties relating to that subject matter, whether written or oral, provided that nothing in this clause 28 shall operate to exclude any liability for fraud for fraudulent misrepresentation.

29. NOTICES

29.1 A notice shall be deemed to be properly served if sent in writing and by hand, first class post or email, correctly addressed in accordance with Clause 29.2 (as applicable) and:

29.1.1 if sent by hand, when delivered at the relevant address during Working Hours and, if delivered at any other time, at 9:00 am on the next Working Day;

29.1.2 if sent by first class post, two (2) Working Days after posting; and

29.1.3 if sent by email during Working Hours, at the time of delivery, provided a delivery receipt notice has been requested at the time of sending and a failure notice is not received, and if delivered at any other time, at 9:00 am on the next Working Day.

29.2 Notices must be sent to each Party at the address or email address set out below:

For the Customer:

Name: Phil Barrington

Address: Guy's Hospital, Great Maze Pond, London, Greater London SE1 9RT

Email Address: gstt.cds@nhs.net.

For the Service Provider:

Name: Edward Melvin

Address: Materials Building, DCU Alpha, Old Finglas Road, Glasnevin, Dublin 11, D11 KXN4, Ireland

Email Address: ed.melvin@marinosoftware.com

29.3 Notwithstanding the foregoing, any written notice sent by a Party that is actually received by a manager or administrator at the other Party shall be deemed to have been properly given and received by that Party irrespective of whether or not the delivery requirements of this Clause 29 have been complied with.

29.4 This Clause 29 does not apply to the service of legal proceedings or any documents in any legal action, mediation or arbitration, wherein the rules for such service shall be set by the court or mediation or arbitration institute, as applicable.

29.5 Either Party may change its address for service by serving a notice in accordance with this clause 29.

30. COSTS

30.1 Except as expressly provided in this Framework Agreement, each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Framework Agreement and any documents referred to in it.

31. COUNTERPARTS

31.1 This Framework Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

31.2 Transmission of the executed signature page of a counterpart of this Framework Agreement by way of email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Framework Agreement. If either method of delivery is adopted, without prejudice to the validity of the Framework Agreement thus made, each Party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

31.3 No counterpart shall be effective until each Party has signed at least one counterpart.

32. RELATIONSHIPS OF THE PARTIES

32.1 Nothing in this Framework Agreement is intended to create a partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of, or on behalf of, or otherwise to bind the other Party.

33. FURTHER ASSURANCES

33.1 Each Party undertakes at the request of the other Party, and at the cost of the requesting Party, to do all acts and execute all documents which may be necessary to give effect to the meaning of this Framework Agreement.

34. BRIBERY ACT 2010

34.1 The Service Provider shall:

34.1.1 comply with all applicable Law relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);

34.1.2 not commit, and procure that neither the Staff nor any Sub-Contractors commit, a Prohibited Act;

34.1.3 comply with such terms of the Anti-Bribery Policy as apply to it and provide such assistance as is required from time to time by the Authority in order to assist the Authority in complying with the terms of the Anti-Bribery Policy.

34.2 The Service Provider warrants and represents to the Authority that:

34.2.1 neither the Service Provider nor the Staff, any of its officers, employees or other persons associated with it:

- (a) has been convicted of any offence involving bribery or corruption, fraud or dishonesty;
- (b) having made reasonable enquiries, so far as the Service Provider is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by the Regulatory Bodies or other governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
- (c) has been or is listed by the Regulatory Bodies or any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible or potentially ineligible for participation in government procurement programmes or other government contracts;

34.2.2 the Service Provider shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 34.2 at the relevant time.

- 34.3 The Service Provider shall fully indemnify and keep fully indemnified on demand the Authority against any losses, liabilities, damages, costs including but not limited to legal fees and expenses incurred by, or awarded against the Authority, as a result of any breach of this clause 34 by the Service Provider or any breach of provisions equivalent to this clause 34 in any SubContract by any Sub-Contractor subject to Clause 21 (Limitation of Liability).
- 34.4 Breach of this clause 34 shall be deemed a material breach pursuant to clause 17.
- 34.5 Regardless of any other provision in this Framework Agreement, the Authority shall not be obliged to do, or omit to do, any act which would, in its reasonable opinion, put it in breach of any of the Relevant Requirements.

35. EQUALITY AND DIVERSITY

- 35.1 The Service Provider shall at all times comply with the relevant requirements of equality Law, including the Equality Act 2010, and all supporting codes of practice and of any other relevant legal provisions pertaining to the equal opportunities of the Service Provider's own staff (including the Staff), the Authority's patients, employees and others who may be affected by the Service Provider's performance of the Services.

36. FREEDOM OF INFORMATION

- 36.1 The Service Provider acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Service Provider shall:

- 36.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
- 36.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- 36.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- 36.1.4 not respond directly to a Request For Information unless authorised in writing to do so by the Authority.

- 36.2 The Service Provider acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Service Provider. The Authority shall take reasonable steps to notify the Service Provider of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

37. FORCE MAJEURE

- 37.1 Neither Party shall be liable to the other for any failure to perform all or any of its obligations under this Framework Agreement nor liable to the other Party for any loss or damage arising out of the failure to perform its obligations to the extent only that such performance is rendered impossible by a Force Majeure Event.



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37.2 If either Party is prevented from performance of its obligations as a result of a Force Majeure Event, the other Party may at any time, if the Force Majeure Event subsists for thirty (30) days or more, terminate this Framework Agreement by issuing a notice of Termination to the Party directly affected by the Force Majeure Event.

38. GOVERNING LAW AND JURISDICTION

38.1 This Framework Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

38.2 Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Framework Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Framework Agreement has been entered into by the duly authorised representatives of the Parties on the date of last signature below.

Signed on behalf of

Guy's and St Thomas' NHS Foundation Authority

by

Phil Barrington

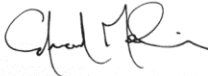
Phil Barrington

Authorised signatory

28th October 2025

.....

Date

For and on behalf of the Supplier	
Signed by:	
	
510722BADC5F4AB...	
Full Name:	Edward Melvin
Job Title/Role:	Chief Strategy Officer
Date Signed:	03/11/25

Schedule 1

Part 1

Products or Services

1. This is a four (4) lot Framework Agreement covering the following Product types or Services, split into the applicable Solutions, that the Service Provider may make available to Customers as part of the Services and which may therefore be the subject of a Request for Services, pursuant to the lot that you have been awarded to (see award letter & awarded lots on the cover sheet of this agreement). This list is intended as a general guide and is not exhaustive. The Authority recognises and encourages continual innovation in the market. Service Providers may offer new products during the lifetime of this Framework in accordance with Appendix 5

Catalogue Management for details.

2. The particulars of the Services required by the Customer will be agreed in a Contract aligned with the Customer's Request for Services.

Lot 1	Products
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Workforce Technology Systems	General Requirements "The delivery of workforce specific software" The scope of this lot shall initially include; • Off the shelf systems and software (including general and mobile applications (Apps)) • Software / app development • The development of systems / apps necessary to support their utilisation. • Standardisation of data flows and associated Application Programming Interfaces (APIs) relevant to the product. Whilst it is not envisaged that each supplier awarded to this lot will be capable of supplying all systems, Customers will have the ability to shortlist the most capable of suppliers to provide their requirements. This will be managed through a shortlisting process based on the self-classification of the supplier's software solution(s) and the developmental capabilities of the supplier and the system once deployed. This lot is open to original equipment manufacturers only. Some example types of workforce technology systems available under this lot include software for: • E-recruitment, employment checks and onboarding • Occupational Health • Case Management, including wellbeing • Wage Advance • Expenses • Rostering • Job Planning • Junior Doctor Module
	• Scheduling • Temporary Staffing • Learning Management Systems • Appraisal and revalidation • Performance Management • Succession Planning • Clinical Supervision Additionally, any other Products which can be described as workforce technology systems may be considered here.

Lot 2	Products
Services for Integration, Deployment and Interoperability	General Requirements "The supply of solutions to support the delivery of workforce technology systems" The scope of this lot shall initially include; • System training • Implementation, Transformation and Transition Services • Reporting and Analytics tools • Development of interoperability capabilities between systems • Integration of systems and processes • Standardisation of data flows and associated APIs Additionally, any other Services which can be described as integration, deployment and interoperability services relevant to Workforce Technology Systems may be considered here.
Lot 3	Products
Professional Services and Consultancy	General Requirements "The provision of Professional Services in the support of Workforce Technology Systems" The scope of this lot shall initially include; • Systems gap analysis • Specification Design • Change Management • Project Management • Reporting and Analytics Reporting Additionally, any other Services which can be described as professional services and consultancy relevant to Workforce Technology Systems may be considered here.
Lot 4	Products

Overlay, User Experience and Support	General Requirements "The delivery of overlay solutions to support employee experience" The scope of this lot shall initially include; • Single User Interfacing • Customisation and standardisation • System Policy Design and harmonisation • Ticketing and support services • User Experience Solutions Additionally, any other Products or Services which can be described as overlay, user experience or support systems and services relevant to Workforce Technology Systems may be considered here.
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Part 2

Service Provider's Product Catalogue

Attached here is an embedded document including the original tender response appropriate to the lot that you've been awarded to. As this is a live document, which is updated throughout the term, the complete catalogue is available upon request from NHS London Procurement Partnership.

REDACTED

Part 3

Award Criteria

1. AWARD CRITERIA FOR AWARD FOLLOWING A COMPETITIVE SELECTION PROCESS

- 1.1 In accordance with paragraph Schedule 42.4.1 of Schedule 4 (Call Off Procedure), a Customer may place a Request for Services to procure Services by running a Competitive selection process under this Framework Agreement.
- 1.2 The Award Criteria set out in these paragraphs 1.1 – 1.5 shall be applied to the Services set out in a Framework Service Provider's compliant Tender submitted in a Competitive selection process, with percentage weightings set by the Customer conducting the Competitive selection process.
- 1.3 Service Providers awarded to the Framework Agreement will only be invited to take part in Competitive Selection Process that relate to the specific lot/s for which they have been awarded and when, following a shortlisting process utilizing the Catalogue, their organisation is deemed capable to supply the required Product.
- 1.4 The Competitive Selection Process documentation and templates are included in the Framework Agreement and full support will be provided to Customers looking to award a calloff under this Framework Agreement via a competitive selection process. These will include mandatory minimum standards, evaluation processes, service level agreements and key performance indicators.
- 1.5 Contracting authorities can procure across all lots in a single competitive process utilising this Agreement.

Competitive Selection Process

Criterion number	Criterion	Percentage weightings to be set by Customer conducting the Competitive selection process
1	Quality	70%
2	Social Value	10%
3	Commercial	20%

2. CRITERIA FOR DESKTOP EVALUATION

- 2.1 In accordance with paragraph Schedule 42.4.2 of Schedule 4 (Call Off Procedure), a Customer may place a Request for Services to procure Services by running a Desktop Evaluation under this Framework Agreement.
- 2.2 The Framework Agreement will consist of a Catalogue with list pricing and a user-friendly matrix and filter system to enable shortlisting of Capable Service Providers and the quick and efficient benchmarking of solutions to identify value and provide for Desktop Evaluation.

2.3 A separate rate card will be required for each of the four lots outlined.

Any public sector contracting authority will have the ability to undertake a direct call off (with any Capable Service Provider) using the catalogue and / or rate card pricing. This pricing may be updated each time the Framework Agreement re-opens for new and existing Framework Service Providers.

3. CRITERIA FOR AWARD WITHOUT COMPETITION

3.1 In accordance with paragraph Schedule 42.4.3 of Schedule 4 (Call Off Procedure), a Customer may place a Request for Services to procure Services by award without competition under this Framework Agreement if it has determined either: (i) a justification under Schedule 5 of the Procurement Act applies; or (ii) there have been no suitable Supplemental Tenders for the Services following a competitive selection process. Examples of where the Customer may award a Contract for Services under the award without competition procedure under the Procurement Act include (but are not limited to):

3.1.1 where the related Product has a clear and comparable list price which will be published in a catalogue and available to all potential contracting authorities with details of additional savings through volume, collaborative or group purchasing activities or the purchase of additional products. The catalogue will be maintained digitally.

3.1.2 where the Product has specific details around the interoperability of supporting Solutions with either;

- (a) in-situ Solutions,
- (b) collective Solution procurement (where the dominant Solution is being competitively sourced or procured via award without competition as per paragraph 3.1.1), or
- (c) where the solution or services provided is for the advancement in the evolution of a products lifecycle or an additional feature to the original solution (for example, a solution purchased to provide job planning has developed a 'Junior Doctor Module' with seamless interoperability which removes the need for a secondary procurement, resulting in an alternative provider and additional interoperability complications, or where an integration or consultancy partner has experience or capability in the delivery of additional product or features).

3.1.3 where a merger of contracting authorities or Service Providers takes place and multiple solutions are in place, the decision can be made to harmonise solutions whereby the Authority can support an award based on the performance SLAs and KPIs of the incumbent Service Provider, or where either paragraphs 3.1.1 or 3.1.2 above can be satisfied.

3.1.4 where a merger or "buy-out" of Service Providers takes place, contracting authorities can choose to award without competition to the "new" Service Provider in so much that either paragraphs 3.1.1 and/or 3.1.2 can be satisfied.

Schedule 2

Key Performance Indicators

1. KPIs

1.1. The Service Provider shall meet the KPI Targets and failure to do so shall be deemed a breach of this Framework Agreement.

- 1.2. Without prejudice of the Authority's rights and remedies, if required by the Authority, the Service Provider shall co-operate in sharing information and developing performance measurement criteria with the object of improving operating efficiency. Any such agreements shall be fully recorded in writing.
- 1.3. Performance will be measured:
- 1.3.1 at Framework Agreement level by the Authority by the reporting of aggregate performance of the Services, including the MI Report; and
- 1.3.2 at Contract level by the Customers receiving the Services.
- 1.4. The Authority reserves the right to change the KPI Targets from time to time in accordance with the terms of this Framework Agreement.
- 1.5. The Service Provider shall provide the Authority with a Quarterly report on its performance against each of the KPIs alongside the MI Report.
- 1.6. The KPIs (as set out below) are the minimum standards of performance by the Service Provider under this Framework Agreement.
- 1.7. The Authority shall review performance against these KPIs to evaluate the effectiveness and efficiency of how the Service Provider performs its obligations under the Framework Agreement.

KPI	KPI Target	Measured by
Providing the Quarterly MI Report on time.	The MI Report for a given Quarter must be uploaded to my.lpp on or before the Reporting Date.	The Authority will run internal reports each Quarter.
Full disclosure of all Contracts awarded under the Framework Agreement.	Service Providers must include the Customers spending for all Contracts awarded under the Framework Agreement as part of their Monthly upload of the ABI Sum. Service Providers must also inform the Authority via email as soon as they are awarded a Contract under the Framework Agreement.	The Authority will email the Service Provider's Authorised Representative from time to time to request information relating to any new Contracts awarded during the previous month. This email must be responded to within five (5) Working Days regardless of whether or not any Contracts have been awarded.
On time payment of all ABI invoices.	ABI Sum payments must be made in accordance with clause 8.	The Authority will run internal reports each Month.

Acknowledgement of the receipt of the Beneficiary Notice	Within 24 hours of receipt.	Receipt by the Authority of an emailed acknowledgement that the Beneficiary Notice has been received.
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2. Remedies for Failure to Achieve KPI targets

- 2.1. Without prejudice to any other rights or remedies arising under this Framework Agreement if the Service Provider fails to achieve any of the KPI Targets in any one or more relevant measurement periods, the Service Provider acknowledges and agrees that the Authority shall have the right to exercise (in its absolute sole discretion) all or any of the following remedial actions set out in paragraphs 2.2 to 2.5.
- 2.2. The Authority shall be entitled to require the Service Provider, and the Service Provider agrees, to prepare and provide to the Authority, an improvement plan in writing within fourteen (14) Working Days of a written request for such improvement plan. The Authority shall be entitled to approve such improvement plan and require that the Service Provider implement such improvement plan as soon as reasonably practicable.
- 2.3. The Authority shall be entitled to require the Service Provider, and the Service Provider agrees to attend, within a reasonable time at the request of the Authority one (1) or more meetings with the Authority in order to resolve the issues raised by the Authority in its notice to the Service Provider requesting such meetings.
- 2.4. The Authority shall be entitled to suspend the Service Provider from entering into any Contracts until such time as the Authority is satisfied that the Service Provider has implemented such requirements for improvement as set out in the improvement notice and/or implemented an improvement plan submitted pursuant to paragraph 2.2 and approved by the Authority.
- 2.5. In the event that the Authority has, in its absolute sole discretion, invoked one or more of the remedies set out in paragraphs 2.2 to 2.4 above and the Service Provider either:
- 2.5.1 fails to implement such requirements for improvement as set out in the improvement notice;
 - 2.5.2 fails to implement an improvement plan pursuant to paragraph 2.2 of this Schedule;
 - 2.5.3 fails to comply with any reasonable request made within such reasonable timescales as have been specified; or
 - 2.5.4 does comply with such requests made within such reasonable timescales as have been specified but fails to achieve any of the KPI Targets on any two (2) occasions,
- then (without prejudice to any other rights and remedies of termination provided for in this Framework Agreement), the Service Provider shall be deemed to be in material breach and the Authority shall be entitled to terminate this Framework Agreement pursuant to clause 17.1.

Schedule 3

Catalogue Management

1. Catalogue Management

- 1.1. The Catalogue Management shall constitute the national catalogue list pricing for each of the Service Provider's Products that have a listed price and can be procured by the Customer via



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a Competitive Selection Process, Desktop Evaluation or award without competition procedure. Accordingly, any Customer will have the right to enter into a Contract via these processes under this Framework Agreement for the Products and Services at the prices stated within the Catalogue.

Schedule 4

Call-off Procedures

1. CONTRACTUAL TERMS FOR THE DELIVERY OF THE SERVICES

- 1.1. The Services will be provided in accordance with the Call-off Terms and Conditions, as may be amended by the Customer either prior to issuing a Request for Services and/or following the Customer's announcement of the preferred bidder (but only to the extent described in paragraph 2.4 and otherwise permitted by and in accordance with the Procurement Act, Regulations and Guidance) to form a Contract.
- 1.2. If a Customer decides to procure Services through this Framework Agreement then it will follow the procedure in this Schedule 4 (Call-off Procedures) and the requirements of the Procurement Act, Regulations and the Guidance.
- 1.3. The term of any Contract resulting from this Framework Agreement will be comprised of an initial contract period and any optional extension periods (if required), up to a maximum combined total term of five (5) years, unless agreed otherwise. There is no minimum term for a Contract.

2. PROCEDURE FOR CONCLUDING A CONTRACT

- 2.1. The Service Provider will only be invited to take part in the following procedures for the provision of Services: (i) a Competitive selection process; (ii) Desktop Evaluation; or (iii) be considered for a award without competition of Services, for which it is a Capable Service Provider, whereby such Services relate to the specific Solutions (and Sub-Solutions, if applicable) which relate to the Products that the Service Provider is permitted to provide as listed in Part 2 of Schedule 1 (Service Provider's Product Catalogue) of this Framework Agreement.
- 2.2. The Parties acknowledge and agree that a Request for Services is an invitation to treat by the Customer and accordingly, the Service Provider shall provide confirmation of the detail of the Services it is willing to provide in accordance with paragraph 2.8.2 or paragraph 2.13.2, as applicable. Such confirmation shall constitute an offer to the Customer and only upon written acceptance of the offer in the form of a Contract signed by the duly authorised representatives of the Customer and the Service Provider shall a binding agreement be formed.
- 2.3. The Service Provider acknowledges that the Customer will assume that, if the Service Provider does not submit a response to a particular Request for Services within the timeframes specified in paragraph 2.8 or paragraph 2.13 (as applicable), it is because the Service Provider is either unable, or does not wish (or no longer wishes in the case of paragraph 2.13) to supply such Services and the Customer shall be under no obligation to elicit any responses in relation to a Request for Services from any Framework Service Provider. The Service Provider shall be responsible for ensuring that the Customer has its most up-to-date contact details to which Request for Services should be sent.
- 2.4. The Customer may issue a Request for Services to the Capable Service Providers and may subsequently procure the Services, either by the Competitive selection process, Desktop Evaluation or award without competition, based on the following:
 - 2.4.1 Competitive selection process: Where the Customer requires the Service Provider to develop more detailed proposals for the Services and/or the Customer needs to make more material amendments to the Call-off Terms and Conditions (to the extent permitted by and in accordance with the Procurement Act, Regulations and/or Guidance), then the Customer may satisfy its requirements for Services by awarding a Contract following a Competitive selection process conducted in accordance with the procedure set out in paragraphs 2.8 and 2.9 below; or

2.4.2 Desktop Evaluation: Where the Customer requires the ability to compare between Capable Service Providers' products, features and established value for money, as described using the Call-Off Terms and Conditions, allowing for refinements or adding any supplementary terms and conditions, the Customer may proceed with Desktop Evaluation conducted in accordance with the procedure set out in paragraph 2.10 below.

2.4.3 Award without competition: If the Customer determines that all of its requirements can be sufficiently and accurately described using the Call-off Terms and Conditions without making any amendments or adding any supplementary terms and conditions (other than the inclusion of optional provisions already provided for in the Call-off Terms and Conditions and/or minor amendments to the Call-off Terms and Conditions to properly describe the specific elements of the Services to the extent permitted by and in accordance with the Procurement Act, Regulations and/or Guidance), the Customer may award without competition a Contract without opening a Competitive selection process in accordance with paragraph 2.12 below.

2.5. Prior to raising a PO with a Service Provider, the Customer must first request an URN from the Authority. This URN will be unique to each individual Contract and must be referenced on all POs relating to the corresponding Contract. The Service Provider must quote the URN on the corresponding invoices issued to the Customer.

Services (awarded following a Competitive selection process)

2.6. Any Customer awarding a Contract through a Competitive selection process under this Framework Agreement shall:

2.6.1 amend or refine the Call-off Terms and Conditions, which the Customer may do prior to issuing a Competitive selection process and/or after it has announced the preferred Capable Service Provider, but only to the extent described in paragraph 2.4.1 and otherwise permitted by and in accordance with the requirements of the Procurement Act, Regulations and Guidance;

2.6.2 issue the Request for Services, the updated Call-off Terms and Conditions and any other relevant documentation (together, the **Request for Proposal** or RFP), to the Capable Service Providers;

2.6.3 set a time limit in the RFP for the receipt by the Customer of the Supplemental Tenders, such time limit to take into account factors such as the complexity of the subject matter of the Services, the amendments to the proposed Call-off Terms and Conditions and the time needed to submit Supplemental Tenders;

2.6.4 shall keep each Supplemental Tender that is submitted by a Capable Service Provider during the Competitive selection process confidential;

2.6.5 run the Competitive selection process and apply the Award Criteria to compliant Supplemental Tenders in order to establish which provides the most advantageous Services; and

2.6.6 on the basis set out above, announce the preferred Capable Service Provider, make any final amendments to the Call-off Terms and Conditions (in accordance with paragraph 2.4.1) above) and subsequently enter into a Contract with the preferred Capable Service Provider (in accordance with the procedures set out in the Procurement Act, Regulations and the Guidance).

2.7. The Customer shall provide unsuccessful Capable Service Providers with written feedback giving reasons why their Supplemental Tenders were unsuccessful.

- 2.8. The Service Provider shall in writing, by the time and date specified by the Customer following an RFP pursuant to paragraph 2.6.3 above provide the Customer with either:
- 2.8.1 a statement to the effect that it does not wish to participate in the Competitive selection process relating to the relevant RFP; or
- 2.8.2 the full details of its Supplemental Tender made in respect of the relevant RFP, constructed and submitted in accordance with the instructions contained within the RFP. In the absence of any such instructions, the Service Provider shall submit their Supplemental Tenders by way of email to the Customer, including:
- (a) an email with a subject line using a URN and the Service Provider's name, so as to clearly identify the Service Provider;
 - (b) a brief summary, in the email (followed by a confirmation letter), stating that the Service Provider is bidding for the RFP; and
 - (c) a proposal meeting the Services requirements defined in the RFP.
- 2.9. The Service Provider shall ensure all Supplemental Tenders submitted by the Service Provider in relation to a Competitive selection process held pursuant to paragraphs 2.8 – 2.9 of this Schedule shall remain open for acceptance by the Customer for ninety (90) Working Days (or such other period specified in the applicable RFP issued by the Customer).

Services (Desktop Evaluation)

- 2.10. Any Customer requesting Services under the Framework Agreement via Desktop Evaluation shall:
- 2.10.1 amend or refine the Call-off Terms and Conditions, which the Customer may do after it has announced the preferred Capable Service Provider, but only to the extent described in paragraph 2.4.2 and otherwise permitted by and in accordance with the requirements of the Procurement Act, Regulations and Guidance;
- 2.10.2 use each Capable Service Provider's catalogue to compare features and products and achieve best value for money to support the justification for award to any given Service Provider;
- 2.10.3 select its preferred Capable Service Provider, make any final amendments to the Call-off Terms and Conditions with paragraph 2.4.2 above and subsequently enter into a Contract with the successful Capable Service Provider (in accordance with the procedures set out in the Procurement Act, Regulations and the Guidance).
- 2.10.4 notify the Capable Service Provider directly ensuring all necessary contract references are provided for, or request that the Authority advise the Capable Service Provider on their behalf.
- 2.11. Following receipt of a notification under paragraph 2.10.4, the Capable Service Provider shall promptly, and in any event within a period not exceeding five (5) Working Days, acknowledge receipt of the notification and either:
- 2.11.1 provide a statement to the effect that it does not wish to provide the Services; or
- 2.11.2 provide confirmation to the Customer that it has received the notification and intends to fulfil the Request for Services at the rates set out in the catalogue.

Services (award without competitions)

2.12. Any Customer requesting Services under the Framework Agreement via award without competition (without a Competitive selection process) shall:

2.12.1 amend or refine the Call-off Terms and Conditions, which the Customer may do prior to issuing a Request for Services and/or after it has announced the preferred Capable Service Provider, but only to the extent described in paragraph 2.4.1 and otherwise permitted by and in accordance with the requirements of the Procurement Act, Regulations and Guidance);

2.12.2 send a Request for Services to the Capable Service Providers; and

2.12.3 select its preferred Capable Service Provider, make any final amendments to the Call-off Terms and Conditions (in accordance with paragraph 2.4.3 above) and subsequently enter into a Contract with the successful Capable Service Provider (in accordance with the procedures set out in the Procurement Act, Regulations and the Guidance).

2.13. Following receipt of a Request for Services for an award without competition, the Service Provider shall promptly, and in any event within a period not exceeding five (5) Working Days, acknowledge receipt of the Request for Services and either:

2.13.1 provide a statement to the effect that it does not wish to respond to the Request for Services; or

2.13.2 notify the Customer that it has received the Request for Services and intends to make an offer to the Customer to provide the Services described therein, such offer it shall provide to the Customer within ten (10) Working Days, or such other period agreed by the Customer or notified to the Service Provider in the Request for Services (if applicable).

No awards

2.14. Notwithstanding the fact that the Customer has initiated any of the procedures detailed above, the Customer shall be entitled at all times to cancel any Request for Services and decline to make an award for the Services. Nothing in this Framework Agreement shall oblige the Customer to enter into any Contract.

Responsibility for awards

2.15. The Service Provider acknowledges that the Customer is independently responsible for the conduct of its award of Contracts under the Framework Agreement and that the Authority is responsible or accountable for, nor shall it have any liability whatsoever in relation to:

2.15.1 the conduct of the Customer in relation to the Framework Agreement; or

2.15.2 the performance or non-performance of any Contracts between the Service Provider and the Customer entered into pursuant to this Framework Agreement.

Schedule 5
Management Information
1. General Requirements

1.1 The Service Provider shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information in

accordance with the provisions of this Schedule 5 (Management Information) and the Framework Agreement.

- 1.2 The Service Provider shall also supply such Management Information as may be reasonably required by the Authority.

2. Management Information and Format

- 2.1 The Service Provider agrees to provide timely, full, accurate and complete MI Reports to the Authority which include the following information, in the format specified by the Authority, including:

- (a) a summary of Services being provided to Customers;
- (b) the price paid and invoiced for each Contract;
- (c) the quantum and nature of expenses and disbursements invoiced pursuant to the provision of the Services;
- (d) the payment structure applied in respect of each Contract (whether fixed price, hourly rate, daily rate or any other structure);
- (e) performance information and variances to agreed delivery dates for the Services;
- (f) variances to budgets and prices for the Services; and
- (g) the number of Request for Services received, responded to, and declined or accepted.

- 2.2 The MI Report must also include the following administrative information prior to being provided to the Authority:

Field	Description
DUNS number	Unique supplier reference provided by DUN & Bradstreet as stipulated by the Management Information Report Template.
*URN (where managed by NHS LPP)	URN obtained from the Authority (NHS LPP) and then provided by the Customer or Contracting Authority.
*Trust/organisation name	Name of Contracting Authority
Trust/organisation code	Unique code of buying organisation, available on the myLPP portal
*Total invoice amount (ex. vat)	Total amount charged (or refunded) excluding VAT
*VAT amount	Amount of VAT charged
*Credit or Debit indicator	To indicate if the line is regarding a charge or refund

*Invoice/payment date	Date of invoice or, if paid, payment
*Unit Price/service cost	Unit price charged
*Quantity	Amount of units supplied
*Product/service name	Description of service or product provided
*Product/service code	Code of service or product provided. List of codes will be provided in the template
*PO number	The number / reference provided when ordering the goods / services
*Invoice number	The invoice number related to the payment
*Lot number(s)	The value for each lot(s)
Other	Any Framework Agreement specific information

3. Coverage

3.1 MI Reports must be completed and returned by the Service Provider to CCS by the fifth working day of every month for the Term and thereafter until all transactions relating to Contracts have permanently ceased. If there are no reportable transactions (including Requests for Services) within the relevant one month period, then a declaration must be made by the Service Provider confirming no business has been conducted, in place of data submission.

3.2 In an MI Report, the Service Provider should report transactions that occurred in the previous month, not the month in which it is providing the MI Report. For example, if an invoice is raised for October but the work was actually completed in September, the Service Provider must report the invoice in October's MI Report and not September's. Each Order received by the Service Provider must be reported only once, with the relevant date being the date the Order is received.

3.3 If the Service Provider or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Service Provider must provide corrected MI Report(s) to CCS on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI Report submission, or by way of a resubmission of existing historic returns, at the sole discretion of CCS.

4. Defective Management Information

4.1 The Service Provider acknowledges that it is essential that the Authority receives timely and accurate Management Information pursuant to this Framework Agreement because Management Information will be used by the Authority to inform strategic decision-making.

- 4.2 Where this is a failure to provide MI pursuant to clause 4.1, CCS may issue reminders to the Service Provider and require the Service Provider to correctly complete the MI Report. The Service Provider shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.
- 4.3 The Service Provider shall ensure that all Management Information submitted to the Authority is complete and takes in to account all Current Call-off Goods and/or Services supplied by the Service Provider under the Framework Agreement at their full values (including any VAT) for the period in question (**Complete**). The Service Provider shall promptly notify the Authority in writing if at any time it becomes aware of any Management Information which it has submitted not being Complete in any way.
- 4.4 The Authority may share the Management Information supplied by the Service Provider with any contracting authority or with any of the Authority's parent and/or subsidiary undertakings and/or member(s) of the NHS Workforce Alliance as it may deem necessary.
- 4.5 The Authority may at any time make changes to the Management Information which the Service Provider is required to supply pursuant to Clause 2.15.1 of the Invitation to Tender and shall give the Service Provider at least one (1) Month's written notice of any such changes.
- 4.6 The Service Provider agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of CCS. If CCS requests such a meeting the Service Provider shall propose and document measures as part of a rectification plan to ensure that the MI Failure(s) are corrected and do not occur in the future.
- 4.7 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Service Provider acknowledges and agrees that CCS shall have the right to invoice the Service Provider admin fee(s) with respect to any MI Failures as they arise in subsequent Months.
- 4.8 The Service Provider acknowledges and agrees that the admin fees are a fair reflection of the additional costs incurred by CCS as a result of the Service Provider failing to provide Management Information as required by this Contract.
- 4.9 If two (2) MI Reports are not provided in any rolling six (6) month period then an **MI Default** shall be deemed to have occurred and the Authority shall be entitled to:
- 4.9.1 charge, and the Service Provider shall pay, a default Management Charge in respect of the Months in which the MI Default occurred and subsequent Months in which they continue, calculated in accordance with Paragraph 4.10.1; and/or
 - 4.9.2 suspend the Service Provider from the Framework Agreement until such time that deficient MI Reports(s) are rectified; and/or
 - 4.9.3 terminate the Framework Agreement with the Service Provider in default.
- 4.10 The Default Management Charge shall be the higher of:
- 4.10.1 the average Management Charge paid or payable by the Supplier in the previous six (6) Month period or, if the MI Default occurred within less than six (6) months from the commencement date of the first Call-Off Contract, in the whole period preceding the date on which the MI Default occurred; or
 - 4.10.2 the sum of five hundred pounds (£500).
- 4.11 MI Reports shall be completed electronically and uploaded to the CCS data submission service available at (as updated from time to time): <https://www.reportmi.crowncommercial.gov.uk>

Framework Management

1. INTRODUCTION

- 1.1 This Schedule 6 outlines the means by which the Authority will manage the Framework Agreement during the Term. These arrangements are separate from, and are without prejudice to, the Authority's monitoring and management requirements set out in this Framework Agreement which the Service Provider is required to deliver.

2. FRAMEWORK AGREEMENT MANAGEMENT

- 2.1 The Service Provider shall appoint an Authorised Representative who will take overall responsibility for the Service Provider's obligations under this Framework Agreement.

3. FRAMEWORK REVIEW MEETINGS

- 3.1 Regular performance reviews will take place throughout the Framework Agreement through the framework management review meetings (**Framework Management Review Meetings**) and operational review meetings (**Operational Review Meetings**). The exact timings and frequencies of the Framework Management Meetings and Operational Review Meetings will be determined by the Authority following award of the Framework Agreement. It is anticipated that during the first twelve (12) Months of the Framework Agreement the structure and frequency of the meetings will be as set out in paragraphs 3.2 to 3.5. Flexibility is required from both Parties over the frequency, timings and content of these reviews.
- 3.2 Unless otherwise agreed by the Parties, the Framework Management Review Meetings will be held once every twelve (12) Months between the Authority and the Service Provider's Authorised Representatives at the Authority's premises or, with the consent of the Authority, at the Service Provider's premises or online. The content of the review will include the information set out in paragraph 3.5 but the information reviewed at the meetings will be based on such Management Information as was provided on the Reporting Date immediately prior to the relevant Framework Management Review Meeting.
- 3.3 Unless otherwise agreed by the Parties, Operational Review Meetings will be held once every twelve (12) Months between the Authority and the Service Provider's framework management team. The content of the review will include the information set out in paragraph 3.5.
- 3.4 The Framework Management Meetings and Operational Review Meetings may be held combined and thus held on the same date at the discretion of the Authority.
- 3.5 The Framework Management and Operational Review Meetings will focus on the operational performance of this Framework Agreement, including:
- 3.5.1 compliance against Key Performance Indicators;
 - 3.5.2 framework revenue and savings performance, submission of Management Information and sector revenue performance;
 - 3.5.3 incident and problem management including Service Provider account management function performance; and
 - 3.5.4 forward planning, opportunities and future efficiencies including standardisation and rationalisation.

Schedule

4. STRATEGIC MANAGEMENT REVIEWS

4.1 Unless otherwise agreed by the Parties, the Authorised Representatives of the Authority and the Service Provider shall meet to hold a strategic management review (**Strategic Management Review**) once every twelve (12) Months, the purpose of which is to develop a strategic relationship with the Service Provider and to promote the building of a positive working relationship. The content of these Strategic Management Reviews will include the topics set out in paragraph 4.2 and otherwise as agreed by Authorised Representatives at least ten (10) Working Days before the date of the Strategic Management Review.

4.2 The Strategic Management Review meeting will consider as a minimum:

4.2.1 overall Framework Agreement performance by the Service Provider;

4.2.2 efficiency opportunities;

4.2.3 market conditions; and

4.2.4 security and risk management.

Framework Agreement Variation Procedure

1. Procedure for proposing a variation

- 1.1. Except where paragraph 4 applies, the Authority may propose a variation using the procedure contained in this Schedule 7 (Framework Agreement Variation Procedure) to the extent that such variation is in compliance with the requirements of the Procurement Act, Regulations and the Guidance.
- 1.2. In order to propose a variation, the Authority shall serve each Framework Service Provider with written notice of the proposal to vary the Framework Agreement (**Notice of Variation**).
- 1.3. The Notice of Variation shall contain details of the proposed variation providing sufficient information to allow each Framework Service Provider to assess the variation and consider whether any changes to the prices set out in its Catalogue are necessary.
- 1.4. On receipt of the Notice of Variation, each Framework Service Provider has fourteen (14) days to respond in writing with any objections to the variation.
- 1.5. Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 1.4, the Authority may then serve each Service Provider with a written agreement detailing the variation to be signed and returned by each Framework Service Provider within fourteen (14) days of receipt.
- 1.6. On receipt of a signed agreement from each Framework Service Provider, the Authority shall notify all Framework Service Providers in writing of the effective date of the variation.

2. Objections to a variation

- 2.1. In the event that the Authority receives one or more written objections to a variation, the Authority may:
 - 2.1.1 withdraw the proposed variation; or
 - 2.1.2 propose an amendment to the variation.

3. New Products / Service Procedure

- 3.1. If the Service Provider wishes to submit a Product / Services against a particular type of Solution for which it does not already have any Products / Services awarded, then the Service Provider must provide the completed core functionality Product / Service pricing requirements and the completed mandatory Product / Service functionality field requirements for that specific Solution type. If the Authority assesses that the new Product / Service adheres to the requirements of the specification for the Solution type then the Authority will recalculate the Service Provider's overall Tender price score to include the additional score for the Solution type. The Framework Provider will then use the Service Providers original outcome-based evaluation questions score and combine this with its new overall Tender price score. If the Service Provider still meets the minimum threshold score for award then the new Product / Service will be added onto the Service Provider's Product portfolio and Part 2 of Schedule 1 shall be updated accordingly.
- 3.2. If the Service Provider wishes to submit a Product against a particular type of Solution for which it already has other Products awarded, then the Service Provider is only required to submit information describing all mandatory fields (including those for functionality) for the new Product. The Service Provider's overall score for award onto the Framework Agreement will not be recalculated as the core functionality evaluated Product price score will have already been

Schedule

accounted for (for the applicable Solution type). If the Authority assesses that the new Product adheres to the requirements of Schedule 9 (Framework Specification) for the new Product then

it will be added onto the Service Provider's Product portfolio and Part 2 of Schedule 1 (Service Provider's Product Catalogue) shall be updated accordingly.

3.3. In the event that the Authority does not agree that the proposed new Product is compliant with the applicable specification, it reserves the right to decline the addition of the new Product to the Service Provider's product portfolio.

4. **Variations that are not permitted**

4.1. The Authority may not propose any variation that:

4.1.1 may prevent one or more of the Framework Service Providers from performing its obligations under the Framework Agreement; or

4.1.2 is in contravention of the Procurement Act, Regulations or any Law.

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Call Off Terms and Conditions

Template call off Terms and Conditions are provided as an appendix and not included here as terms for goods and services may differ and some clauses will be open for negotiation upon Contract Award.

Appendix 6 - WTS Call-Off Terms and Conditions v3.

**Schedule
Schedule 9**

Framework Specification

Specification

A. Definitions

In this Specification, the following definitions shall apply:

ESR (Electronic Staff Record)	National NHS System that holds all NHS staff on a centralised platform. This is an essential tool that is used across the NHS which is adopted by all NHS Organisations.
Learning Management Systems	Is in reference systems that support the development of employees via a software-based system. This can also include Apprenticeship systems as well.
Occupational Health	In reference to providing the software solution that enable end users the access for Occupational Health assessments.
Payroll Services	Details outlines Software solutions to payroll services and does not reference or include the financial responsibility of payment to workers directly.
Temporary Staffing	In reference to both Bank and Agency software solutions only. This is not in reference to the provision of workers.
Payroll Services	Details outlines Software solutions to payroll services and does not reference or include the financial responsibility of payment to workers directly.

1. Introduction

NHS London Procurement Partnership (NHS LPP), hosted by Guy's & St Thomas' NHS Foundation Trust, is a membership organisation that supports NHS organisations in maximising investment in patient care. NHS LPP collaborates with the NHS Workforce Alliance to develop a Framework Agreement for Workforce Technology Systems, ensuring greater standardisation, improved efficiency, and enhanced value for money across the NHS.

Currently, workforce systems are procured in a fragmented manner, leading to inefficiencies and restricted marketplace engagement. This Framework Agreement aims to introduce a standardised procurement approach that enhances oversight, collaboration, and best practice implementation across NHS organisations. It aligns with the NHS People Digital Strategy and facilitates procurement under the Procurement Act 2023 Open Framework process.

2. Scope of the Contract Opportunity

The Framework Agreement will include the procurement of workforce technology systems and associated services, divided into four lots:

- **Lot 1: Workforce Technology Systems** (Original Equipment Manufacturers, software development, and applications)



**London Procurement
Partnership**

- **Lot 2: Services for Integration, Deployment, and Interoperability**
(system training, implementation, reporting, and analytics)

- **Lot 3: Professional Services and Consultancy** (gap analysis, specification design, project management, and change management)
- **Lot 4: Overlay, User Experience, and Support** (user interface platforms, support services, system harmonisation)

Contracting authorities will be able to procure services via competitive selection process, desktop evaluation, or award without competition mechanisms.

This Specification sets out the intended scope of the Services to be provided by the Supplier and to provide a description of what each Service entails.

3. Requirements of the Specification

Mandatory and Minimum Requirements

All suppliers must meet the following core compliance requirements:

- Provide clear documentation outlining their business capabilities in relation to the selected lot(s).
- Demonstrate compliance with interoperability standards, ensuring integration with in-situ systems where necessary.
- Adhere to minimum standards for security, data protection, and governance.
- Submit detailed rate cards for services and licensing models, ensuring transparency in pricing.

3.2 Deliverables for Each Lot

Lot 1: Workforce Technology Systems

- Delivery of off-the-shelf workforce management software and applications.
- Development of custom workforce technology solutions.
- Integration with existing NHS infrastructure and standardised data flows.
- Compliance with NHS interoperability and security frameworks.

Lot 2: Services for Integration, Deployment, and Interoperability

- System training and implementation support.
- Standardisation of APIs and data flows.
- Analytics and reporting solutions.
- Change management services for seamless adoption of workforce systems.

Lot 3: Professional Services and Consultancy

- Workforce technology gap analysis.
- Procurement and specification design consultation.
- Project management support for workforce system deployment.
- Value analysis and cost-efficiency recommendations.

Lot 4: Overlay, User Experience, and Support

- Development of single-user interfaces for workforce solutions.
- Customisation and standardisation services.
- Support and ticketing solutions for NHS workforce systems.
- User experience improvements and employee engagement tools.

Further details of the specification is below:

Lot 1 – Workforce Technology Systems

General Requirements

“The delivery of workforce specific software”

The scope of this lot shall initially include;

- Off the shelf systems and software (including general and mobile applications (**Apps**))
- Software / app development
- The development of systems / apps necessary to support their utilisation.
- Standardisation of data flows and associated Application Programming Interfaces (**APIs**) relevant to the product.

The scope of this lot shall not include;

- The ability to provide individual workforce members (People/Staff)
- The role of carrying out Occupational Health assessments on individuals
- The role of carrying out Clinical or Medical duties under supervision

Whilst it is not envisaged that each supplier awarded to this lot will be capable of supplying all systems, customers will have the ability to shortlist the most capable of suppliers to provide their requirements. This will be managed through a shortlisting process based on the self-classification of the supplier's software solution(s) and the developmental capabilities of the supplier and the system once deployed.

This lot is open to original equipment manufacturers only.

Some example types of workforce software available under this lot are:

- E-recruitment, employment checks and onboarding
- Occupational Health
- Case Management, including wellbeing
- Wage Advance
- Payroll Facilities including Expenses
- Rostering and Scheduling
- Job Planning
- Junior Doctor Module
- Temporary Staffing
- Learning Management Systems
- Appraisal and revalidation
- Performance Management
- Succession Planning
- Clinical Supervision
- Direct Engagement

Systems which are deployed or delivered through other proprietary systems are also accepted onto this lot.

Additionally, any other services which can be described as “Workforce Technology” may be considered here.

For consideration and award to this lot, in addition to meeting the mandatory requirements, suppliers must:

1. Provide either:
 - a. A Workforce Technology system
 - i. Out of the box
 - ii. Through development of other systems
 - iii. In partnership with another provider(s).
 - b. Software or Application development expertise
 - i. Specific to the delivery of improvements or advances of a workforce technology system for the management of the workforce
 - c. Development of other systems and tools
 - i. Supporting the deployment, use or utilisation of procured Workforce Technology Systems

2. Support the delivery and implementation of the system by:
 - a. Providing a robust sign off process
 - i. Outlined by the contracting authority in the specifics of the competitive selection process which may link to a payment milestone.
 - ii. Outlined in the supplier’s framework response which can be considered during the filtering process of suppliers when using the Catalogue
 - b. By allowing for the integration and interoperability of the procured system with insitu systems and solutions supplied for by other suppliers.
 - i. Supporting award without competition via the Catalogue where existing APIs exist which support the integration or interoperability of the systems.
 - c. Through ensuring the minimum standards are adhered to where required and where necessary and that the necessary interoperability standards are observed and met within the timescales outlined by the contracting authority
 - i. Supporting award without competition via the Catalogue where details of solutions which already hold interoperability capability and necessary APIs.

3. Describe the functionality and relative advantages of their system:
 - a. Out of the box
 - i. What the core / minimum functions or features of the solution are.
 - ii. What the advantages of the functionality and features are and how they add value to the organisation.
 - iii. What the additional features are, how the product can be developed, the relative advantages of those features and the costs to the contracting authority of those features
 1. The costs to have unique features.
 2. The changes in costs if features, developed in conjunction with a Trust, become standard or more broadly adopted.
 - b. Features under development and product roadmaps should be included in your proposal.
 - i. The version history and update regularity of new features / patch fixes / security updates.
 - c. Where the system already integrates or has interoperability with other systems or software solutions.
 - i. This detail will be used to support award without competition in accordance with the Call-off Contract Award Procedures schedule.

- ii. The information provided here will support shortlisting for competitive selection process and for desktop evaluation
- 4. Meet all of the minimum standards and mandatory Pass / Fail requirements as necessary
 - a. Some of those requirements will not be necessary to obtain a place on the framework but may be mandated to achieve award without competition call-off agreements or to be considered in a competitive selection process.
- 5. Provide clear details regarding the licencing model
 - a. Provide pricing relative to the licensing model
 - i. This should allow for simple comparison of products which have a different licensing model.
 - ii. This should have a clearly defined breakdown of fixed costs and licence costs to allow for transparency around scalability – i.e. adding further licenses during the lifetime of the Framework Agreement.
 - iii. There must be clear mechanism for reducing the number of licenses when verified that they are not being used, or where an employee leaves and takes up a licence at another NHS Trust or contracting authority.
 - 1. An NHS employee should not have an associated cost for two licences for the same software solution if not employed by both NHS Trusts.
 - 2. Data should be provided monthly which demonstrates where an NHS Trust can save money by removing unused licences.
 - iv. There should be clear details around discounts available for:
 - 1. Contract length
 - 2. Volume of licences taken per module
 - 3. ICB/S wide, Collaborative or Aggregated procurements.
 - a. These discounts will be used to support the award of contracts as per the Call-off Contract Award Procedures schedule.
 - v. Details of gain share opportunities and where collaborative product development can offset costs of licences or generate revenue.
 - 1. Either directly or through diversified products and markets.
- 6. Provide a clear overview of their customer journey lifecycle
 - a. To include:
 - i. Initial customer engagement
 - 1. How customers are approached and the process for engagement
 - ii. Understanding customer needs and specification scoping
 - 1. How solution architects or account management set out to understand the requirements of the customer to ensure the right product is provided.
 - iii. Identification of integration / interoperability barriers and relative solutions to enable the same.
 - 1. A proactive approach to ensuring customers systems work together whether interoperating with national systems or alternative supplier solutions which offer a best in class approach.
 - iv. Solution design
 - 1. Understanding the features which will add the most value to a Trust and how that value is calculated and then presented and validated.
 - 2. How the value is tracked through the life of the agreement

- a. If the value isn't being realised
 - how are those shortfalls addressed.
 - b. Key performance indicators applicable.
- v. Procurement routes and support
 - 1. Ensuring customers utilise this Framework Agreement to support the central strategies.
- vi. Delivery and implementation
 - 1. How the solution is delivered.
 - 2. Experiences in implementation
 - a. Provide project management overview
- vii. Solution sign off
 - 1. User Acceptance Testing
 - 2. Ensuring appropriate billing reflects the usage i.e. An NHS Trust should not pay for 100 licenses if the supplier has only rolled out 5 of them.
- viii. Milestone Payments
 - 1. Provide details as to whether implementation costs are included in the licence fees or are a separate cost.
- ix. Solution uptake / compliance and availability
 - 1. Provide details of how suppliers support the uptake and roll out of the solution
 - a. Training
 - b. Communications
 - c. User Support
 - 2. Ensure correct and compliant use of the product and it's features to support the value proposition
 - a. Identify any local "workaround" systems where the solution isn't being fully utilised.
 - 3. Provide clear details of the availability of the system.
 - 4. Provide clear details of the back-up solutions.
 - a. Detailed evidence of disaster recovery protocol and data assurance to ensure continuity of supply.
 - 5. Provide clear support structure i.e. helpdesk and priority rating for incidents with fix time estimates and communication protocol.
- x. Billing and Invoicing
 - 1. Provide clear details of the payment model
 - a. Upfront costs
 - b. Licence costs
 - c. Billing frequency i.e. monthly, quarterly, annually.
 - d. Payment method i.e. up front, in arrears
- xi. Account Management and Reviews
 - 1. Clearly defined Account Management Structure
 - a. Account management team details
 - b. Account manager information
 - c. Escalation point, details and process.
 - 2. Clearly outlined Review / Account Meeting details
 - a. Frequency i.e. quarterly review meetings, annually – full review and assessment.
 - b. Report details
 - c. Analytics
 - d. Metrics and meanings
 - e. Opportunities for cost reductions or savings efficiencies
 - 3. Account Manager role

- a. Managing risk / complaints / technical issues management (and this should include KPI reporting).
- b. System review to ensure correct use and business need.
- c. Identification of collaborative or aggregated opportunities across an ICS or region. 7. Provide evidence of solution deployment
- a. Provide at least two case studies where your system has been supplied
- b. Provide two references for the organisations where the system is being used.

- 8. Provide all details relating to supply partners where any part of the scope of this lot or Framework Agreement would be delivered by a sub-contractor or partner.

In addition, suppliers may be required to undertake specific customer projects. *For example, system development.*

Lot 2 – Services for Integration, Deployment and Interoperability

General Requirements

“The supply of solutions to support the delivery of workforce technology systems”

The scope of this lot shall initially include;

- System training
- Implementation, Transformation and Transition Services
- Reporting and Analytics tools
- Development of interoperability capabilities between systems
- Integration of systems and processes
- Standardisation of data flows and associated APIs

Additionally, any other services which can be described as integration, deployment and interoperability services relevant to Workforce Technology systems may be considered here.

For consideration and award to this lot, in addition to meeting the mandatory requirements, suppliers must:

- 1. Provide clear details of:
 - a. The specific solutions they have worked to support the integration and interoperability of:
 - i. Out of the box
 - ii. Through development of other systems
 - iii. In partnership with provider(s), including listing all providers whom the supplier has already worked with and noting where current relationships exist.
 - b. Their core business activities and where they are relevant to the scope of this lot specific to the delivery of improvements or advances of a Workforce Technology system for the management of the workforce
 - c. Development of other systems and tools
 - i. Supporting the deployment, use or utilisation of procured Workforce

- Technology systems ii. Supporting the integration between technology platforms at no additional and/or hidden cost to the contracting authority or the supplier.
- d. The partner organisations utilised to deliver the expertise relevant to this lot and the specifics of their expertise in order to support the delivery of the requirements under this lot where the bidding supplier isn't able to provide the solution directly.
- The supplier should include all processes and internal systems to demonstrate what qualifies one of its own suppliers as a partner and to provide solutions on its behalf.
- e. Details of the costing model to include role specific rate card
 - i. Include day rates for services
 - ii. Include discount structure and triggers
 - f. Details of how value is demonstrated through engagement and deployment of the services.
2. Clearly outline the process for their customer journey lifecycle to include as a minimum a.
 - Project initiation
 - b. Scoping
 - c. Risks and risk management
 - d. Solution design
 - e. Consultant expertise and qualifications
 - f. Approval/sign off from both the supplier and the contracting authority
 - g. Ongoing support and issue resolution
 3. Provide evidence of service delivery
 - a. Provide at least two case studies where the system has been supplied
 - b. Provide references for the organisations where the system is being used.
 - c. Provide all details relating to supply partners where any part of the scope of this lot / Framework Agreement would be delivered by a sub-contractor or partner.

Lot 3 – Professional Services and Consultancy

General Requirements

“The provision of Professional Services in the support of Workforce Technology Systems”

The scope of this lot shall initially include;

- Systems gap analysis
- Specification Design
- Change Management
- Project Management
- Reporting and Analytics Reporting
- Strategy (workforce strategy, workforce technology strategy, digital strategy, leadership strategy etc etc)
- Workforce Technology Implementation Services (e.g. HR, payroll, rostering, time and attendance, LMS and other workforce technology systems)

Additionally, any other services which can be described as professional services and consultancy relevant to Workforce Technology systems may be considered here.

For consideration and award to this lot, in addition to meeting the mandatory requirements, suppliers must:

1. Provide clear details of:
 - a. The core business activities of the organisation and the expertise contained therein with regards the support of workforce technology systems
 - i. Evidence the consultants within the business who would be identified as being fundamental to supporting this lot and their qualifications and experience
 - b. The specific solutions they have worked with in the field of workforce technology systems
 - i. Out of the box
 - ii. Through development of other systems
 - iii. In partnership with provider(s) including listing all providers whom you have already worked with and where current relationships exist.
 - iv. Capability of outlining the NHS Trust requirements and converting these in to technical specifications which support the selection of appropriate workforce technology systems.
 - c. Details of the costing model to include role specific rate card
 - i. Include day rates for services
 - ii. Include discount structure and triggers
 - iii. Include fixed term rates for services, if bought for a scheduled period.
 - d. Details of how value is demonstrated through engagement and deployment of the services
2. Clearly outline the process for their customer journey lifecycle to include as a minimum a. Project initiation
 - b. Scoping
 - c. Risks and risk management
 - d. Needs assessment and solution
 - e. Consultant expertise and qualifications
 - f. Identification, delivery and presentation of value
 - g. Approvals/sign off from both the supplier and the contracting authority
 - h. Ongoing support and issue resolution
3. Provide evidence of service delivery
 - a. Provide at least two case studies where the system has been supplied
 - b. Provide two references for the organisations where the system is being used.

Lot 4 – Overlay, User Experience and Support

General Requirements

“The delivery of overlay solutions to support employee experience”

The scope of this lot shall initially include;

- Single User Interfacing
- Customisation and standardisation

- System Policy Design and harmonisation
- Ticketing and support services
- User Experience Solutions

Additionally, any other products or services which can be described as overlay, user experience or support systems, and services relevant to Workforce Technology systems may be considered here.

For consideration and award to this lot, in addition to meeting the mandatory requirements, suppliers must:

1. Provide clear details of:
 - a. The core business activities of the organisation and the expertise contained therein with regards the support of workforce technology systems
 - i. Provide a clear overview of your product / service
 - ii. Evidence of the integration and interoperability capability of the solution(s)
 - b. The specific solutions they have worked with in the field of workforce technology systems
 - i. Out of the box
 - ii. Through development of other systems
 - iii. In partnership with provider(s), including:
 1. Listing all providers whom you have already worked with and where current relationships exist.
 2. Where other providers solutions are already integrated with your product.
2. Support the delivery and implementation of the system by:
 - a. Providing a robust sign off process
 - i. Outlined by the contracting authority in the specifics of the competitive selection process which may link to a payment milestone.
 - ii. Outlined in the supplier's tender response which can be considered during the filtering process of suppliers when using the Catalogue
 - b. By allowing for the integration and interoperability of the procured system with insitu systems and solutions supplied for by other suppliers.
 - i. Supporting award without competition via the Catalogue where existing APIs exist which support the integration or interoperability of the systems.
 - c. Through ensuring the minimum standards are adhered to where required and where necessary and that the necessary interoperability standards are observed and met within the timescales outlined by the contracting authority
 - i. Supporting award without competition via the Catalogue where details of solutions which already hold interoperability capability and necessary APIs
3. Describe the functionality and relative advantages of their system:
 - a. Out of the box
 - i. What the core / minimum functions or features of the solution are.
 - ii. What the advantages of the functionality and features are and how they add value to the organisation.
 - iii. What the additional features are, how the product can be developed, the relative advantages of those features and the costs to the contracting authority of those features
 1. The costs to have unique features.

2. The changes in costs if features, developed in conjunction with an NHS Trust, become standard or more broadly adopted.
- b. Features under development and product roadmaps should be included in your proposal.
 - i. The version history and update regularity of new features / patch fixes / security updates.
- c. Where the system already integrates or has interoperability with other systems or software solutions.

- i. This detail will be used to support award without competition in accordance with the Call-off Contract Award Procedures Schedule.
- ii. The information provided here will support shortlisting for competitive selection process and for desktop evaluation.

4. Provide a clear overview of their customer journey lifecycle

- a. To include:
 - i. Initial customer engagement
 1. How customers are approached and the process for engagement.
 - ii. Understanding customer needs and specification scoping
 1. How solution architects or account management set out to understand the requirements of the customer to ensure the right product is provided.
 - iii. Identification of integration / interoperability barriers and relative solutions to enable the same.
 1. A proactive approach to ensuring customers systems work together whether interoperating with national systems or alternative supplier solutions which offer a best in class approach.
 - iv. Solution design
 1. Understanding the features which will add the most value to an NHS Trust and how that value is calculated and then presented and validated.
 2. How the value is tracked through the life of the Framework Agreement
 - a. If the value isn't being realised – how are those shortfalls addressed.
 - b. Key performance indicators applicable.
 - v. Procurement routes and support
 1. Ensuring customers utilise this Framework Agreement to support the central strategies.
 - vi. Delivery and implementation
 1. How the solution is delivered.
 2. Experiences in implementation
 - a. Provide project management overview
 - vii. Solution sign off
 1. User Acceptance Testing
 2. Ensuring appropriate billing reflects the usage i.e. An NHS Trust should not pay for 100 licenses if the supplier has only rolled out 5 of them.
 3. Milestone Payments
 - a. Provide details as to whether implementation costs are included in the licence fees or are a separate cost.
 - viii. Solution uptake / compliance and availability

1. Provide details of how your support the uptake and roll out of the solution, including:
 - a. Training
 - b. Communications
 - c. Support
 2. Ensure correct and compliant use of the product and it's features to support the value proposition
 - a. Identify any local "workaround" systems where the solution isn't being fully utilised.
 3. Provide clear details of the availability of the system.
 4. Provide clear details of the back-up solutions. This requires detailed evidence of disaster recovery protocol and data assurance to ensure continuity of supply.
 5. Provide clear support structure i.e. helpdesk and priority rating for incidents with fix time estimates and communication protocol.
- i. Billing and Invoicing
 1. Provide clear details of the payment model
 - a. Upfront costs
 - b. Licence costs
 - c. Billing frequency i.e. monthly, quarterly, annually.
 - d. Payment method i.e. up front, in arrears
 - ii. Account Management and reviews
 1. Clearly defined Account Management Structure
 - a. Account management team details
 - b. Account manager information
 - c. Escalation point, details and process.
 2. Clearly outlined Review / Account Meeting details
 - a. Frequency i.e. quarterly review meetings, annually – full review and assessment.
 - b. Report details
 - c. Analytics
 - d. Metrics and meanings
 - e. Opportunities for cost reductions or savings efficiencies
 3. Account Manager role
 - a. Managing risk / complaints / technical issues management (and this should include KPI reporting).
 - b. System review to ensure correct use and business need.
 - c. Identification of collaborative or aggregated opportunities across an ICS or region.
5. Meet all of the minimum standards and mandatory Pass / Fail requirements as necessary
 - a. Some of those requirements will not be necessary to obtain a place on the Framework Agreement but may be mandated to achieve award without competition Call-off Contracts or to be considered in a competitive selection process.
 6. Provide clear details regarding the licensing model
 - a. Provide pricing relative to the licensing model
 - i. This should allow for simple comparison of products which have a different licensing model.
 - ii. This should have a clearly defined breakdown of fixed costs and licence costs to allow for transparency around scalability – i.e. adding further licenses during the lifetime of the agreement.

- iii. There must be clear mechanism for reducing the number of licenses when verified that they are not being used, or where an employee leaves and takes up a licence at another trust
 - 1. An NHS employee should not have an associated cost for two licences for the same software solution.
 - 2. Data should be provided monthly which demonstrates where a Trust can save money by removing unused licences.
 - iv. There should be clear details around discounts available for:
 - 1. Contract length.
 - 2. Volume of licences.
 - 3. ICS wide, Collaborative or Aggregated procurements.
 - a. These discounts will be used to support the award of contracts as per the Call Off Contract Award Procedures schedule.
- 7. Provide evidence of solution deployment
 - a. Provide at least two case studies where your system has been supplied.
 - b. Provide references for the organisations where the system is being used.
- 8. Provide all details relating to supply partners where any part of the scope of this lot / Framework Agreement would be delivered by a sub-contractor or partner.



**London Procurement
Partnership**

Schedule 10

Supplier's Technical Response
REDACTED