



TERMS AND CONDITIONS

FOR

DN583321 – Provision of Global Navigation Satellite System (GNSS) Antenna & Receiver's

Framework Agreement for the Purchase and Supply of Goods and Services*

Part A – Commercial Terms

Parties:	The Met Office, whose address is Fitzroy Road, Exeter, Devon, EX1 3PB, an Executive Agency of the Department for Business, Energy and Industrial Strategy (the " Met Office "); and TBC (the " Supplier ")
Commencement Date:	TBC
Framework Agreement No / Purchase Order no:	TBC
Term of Framework Agreement	Fixed This Framework Agreement shall commence on the Commencement Date and shall terminate automatically without notice on the fourth anniversary of such, subject always to earlier termination in accordance with clauses 23 and/or 31.5 of Part B (Framework Terms).
Supplier Address for Notices:	TBC
Designated Representatives	Met Office: [] Supplier: [] or such other person as is notified by a party to the other in writing.
Insurance	Public liability insurance: £1 million. Employer's liability insurance: £5 million. Product liability insurance: £1 million. The Supplier shall ensure that the Met Office's interest is noted on each insurance policy, or that a generic interest clause has been included.
Limit of Liability	As set out in clause 21 of Part B (Framework Terms)
<p>THIS AGREEMENT has been executed by or on behalf of the parties on the date first written above.</p> <p>Signed by a duly authorised signatory for and on behalf of the Secretary of State for Business, Energy and Industrial Strategy and acting as part of the Crown as represented by the Chief Executive of the Met Office:</p> <p>_____ <i>Signature</i> _____ <i>Date</i> _____ <i>Name</i> Status: _____</p> <p>Signed by a duly authorised signatory of the Supplier:</p> <p>_____ <i>Signature</i> _____ <i>Date</i> _____ <i>Name</i> Status: _____</p>	

Appendix to Commercial Terms

Goods and Service Categories and Pricing Schedule

Part 1: Goods and Service Categories

TBC

Part 2: Pricing Schedule

TBC

For the provision of the GNSS devices, individual call-offs from the Framework Agreement will be made in line with project delivery across the lifespan of the Agreement.
Each call off will outline any specific payment milestones if required.

Framework Agreement for the Purchase and Supply of Goods and Services

Part B – Framework Terms

1 Definitions

The following expressions shall bear the following meanings where used in this Framework Agreement unless the context otherwise requires:

Acceptance Tests	means (if applicable) any acceptance tests applicable to the Goods as described in the Specification;
Applicable Law	means: (a) any law, statute, statutory provisions or subordinate legislation; and (b) to the extent they are legally binding, any other enactment, order, regulation, regulatory policy, guidance, industry code, applicable judgement or a relevant court of law or a decision of a tribunal or Regulatory Body, which applies to the provision of the Goods and/or Services (as applicable) and/or a party's obligations hereunder and as may be amended, modified, extended, varied, superseded, replaced, substituted or consolidated from time to time;
Authorised Demander	means a person notified to the Supplier as being authorised to make Orders or such other persons as may be notified in writing by the Met Office to the Supplier;
Bribery Act 2010	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
Background IPRs	means the Met Office Background IPRs and/or the Supplier Background IPRs (as the context requires);
Business Day	means a day other than a Saturday, Sunday or public holiday in England and Wales;
Central Government Body	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
Change in Law	means any change in Law which impacts on the performance of the Services which comes into force after the Commencement Date;

Commencement Date	means the date of this Framework Agreement;
Commercial Terms	the commercial terms which constitute Part A of this Framework Agreement;
Comparable Supply	means the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
Confidential Information	means all information whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is identified as confidential at the time of disclosure or which ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure;
Contracting Authority	means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 other than the Met Office;
Contracts Finder	the Government's publishing portal for public sector procurement opportunities;
Contract Year	<p>(a) a period of 12 (twelve) months commencing on the Commencement Date; or</p> <p>(b) thereafter a period of 12 (twelve) months commencing on each anniversary of the Commencement Date;</p> <p>provided that the final Contract Year shall end on the expiry or termination of the Term;</p>
Control	has the meaning set out in section 450 of the Corporation Tax Act 2010;
Controller	shall have the meaning given to "data controller" or "controller" (as applicable) in the Data Protection Legislation;
Crown Body	means a department, office or agency of the Crown;
Data	means any records and data concerning employees, contractors, sites, business, operations or finances of the Met Office or otherwise relating to the Goods and/or Services (as the case may be) including, without limitation, any personal data relating to the staff, customers or suppliers of the Met Office), documents, text, drawings, diagrams, images or sounds (together with any database made up of any of those), embodied in any medium, that are supplied to the Supplier by or on behalf of the Met Office, or which the Supplier is required to generate, process, store or transmit pursuant to this Framework Agreement and/or any Order;
Data Protection Legislation	means the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, as amended, re-enacted, replaced or superseded from time to time, including the GDPR when it

	comes into force and where applicable the guidance and codes of practice issued by the United Kingdom's Information Commissioner;
Data Subject	shall have the meaning set out in the Data Protection Legislation;
Data Subject Access Request	has the meaning ascribed to it in clause 17.15.1 of Part B (Framework Terms);
Delivery Location	means the delivery location(s) set out in the Goods Related Order;
Delivery Note	has the meaning ascribed to it in clause 4.2 of Part D (Standard Goods Terms);
Designated Representative	means the individuals specified as such in respect of each party in the Commercial Terms or such other persons as may be notified in writing by the relevant party to the other;
DOTAS	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC 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 section 132A of the Social Security Administration Act 1992;
Disclosure Legislation	is defined in clause 16.1 of Part B (Framework Terms);
Electronic Format	means email or fax or other online solution;
Environmental Information Regulations	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such regulations;
Event of Insolvency	<p>(a) the other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p style="padding-left: 40px;">(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p style="padding-left: 40px;">(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) the other party commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;</p>

(c) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

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

(e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(f) where the other party is a company, a LLP or a partnership:

(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(ii) 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 filed at Court or given or if an administrator is appointed, over the other party;

(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or

(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that other party has become entitled to appoint or has appointed an agricultural receiver; or

(g) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

Fees

means (if applicable) the fees payable by the Met Office to the Supplier for the Services at the rates stated in the Pricing Schedule and as set out in a Service Related Order;

FOIA

the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or Central Government Body in relation to such Act;

Force Majeure

means any cause preventing either party from performing any or all of its obligations under this Framework Agreement and/or any Order which arises from or is attributable to circumstances beyond the reasonable control of the party (including, without limitation, to the extent that these are beyond such control: acts of God; nuclear accident; war or terrorist activity; riot, civil commotion; fire, flood or storm; or any action taken by a government or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a

necessary licence or consent; but excluding shortage of personnel or equipment or industrial action);

Foreground IPRs

means:

(a) Intellectual Property Rights in Materials created by the Supplier (or by the Supplier Personnel or by a third party on behalf of the Supplier), whether individually, collectively or jointly with the Met Office, specifically for the purposes of this Framework Agreement or any Order and updates and amendments of those Materials; and/or

(b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Framework Agreement or any Order (whether by the Supplier or by the Supplier Personnel or by a third party on behalf of the Supplier and whether individually, collectively or jointly with the Met Office);

Framework Agreement

means this Framework Agreement comprising Parts A to E;

Framework Agreement Number

means the unique reference number given to this Framework Agreement as set out in the Commercial Terms;

GDPR

means the General Data Protection Regulation ((EU) 2016/679).

General Anti-Abuse Rule

means:

(a) the legislation in Part 5 of the Finance Act 2013; and

(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

General Change in Law

means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;

Goods

means any and all goods falling within the descriptions set out in the Goods and Services Categories, as may be ordered from the Supplier by the Met Office from time to time pursuant to a Goods Related Order;

Goods and Services Categories

the description of the Goods and/or Services covered by this Framework Agreement set out in the Appendix to the Commercial Terms;

Good Industry Practice

means: (a) the exercise of the degree of skill, care, diligence prudence and foresight which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services and/or Goods to a customer like the Met Office, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws; and (b) using standards, practices, methods and procedures in the performance of obligations and responsibilities under this Framework Agreement and/or any Order, which are of a quality which could reasonably be expected of a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;

Goods Related Order

means an Order for Goods in the form of a purchase order;

Goods Related Services

means services provided or work done in connection with the supply of Goods (delivery, configuration, build and installation);

Government Site

means any premises owned by the Crown or occupied by Crown servants including those owned or occupied by the Met Office;

Halifax Abuse Principle	means the principle explained in the CJEU Case C-255/02 Halifax and others;
Information	means "information" as defined in section 84 of the FOIA or "environmental information" as defined in regulation 2(1) of the Environmental Information Regulations (as appropriate);
Intellectual Property Rights	means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
IPR Claim	has the meaning ascribed to it in clause 19.2.6 of this Part B (Framework Terms);
Know How	all ideas, concepts, schemes information, knowledge, techniques, methodology and anything else in the nature of know how relating to the Services but excluding any know how lawfully in the other party's possession before the Services Commencement Date;
Law	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
Losses	means losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
Malware	means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or in part or otherwise); or adversely affect the user experience, including worms, trojan horses, malicious software, spyware, ransomware, adware, scareware, viruses and other similar things or devices;
Materials	means any and all works of authorship, artistic, literary and other works, inventions, ideas, discoveries, developments, improvements, innovations, software and materials designed, created, developed, written or prepared by the Supplier (or by the Supplier Personnel or by a third party on behalf of the Supplier) including any and all reports, studies, data, diagrams,

algorithms, code, charts, specifications, contractual and pre-contractual documents and all drafts thereof and all working papers relating thereto;

Met Office Background IPRs

means:

(a) Intellectual Property Rights owned by the Met Office before the Services Commencement Date, including Intellectual Property Rights contained in the Met Office's Know How, software, tools, equipment, code, algorithms, processes documentation, policies and procedures;

(b) Intellectual Property Rights created by the Met Office (or third parties on its behalf), independently of this Framework Agreement (and its Orders);

(c) Crown copyright which is not available to the Supplier otherwise than under this Framework Agreement or pursuant to any Order;

Met Office Site Rules

means the rules governing access by suppliers to Premises or Government Sites as may be updated from time to time;

Normal Business Hours

means 0800 to 1600 Monday to Thursday and 08:00 to 15:00 on Friday, provided that any such day is a Business Day;

Occasion of Tax Non-Compliance

(a) any tax return of the Supplier 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 Supplier 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 Supplier 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 Supplier 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 Commencement Date or to a civil penalty for fraud or evasion;

Order

means an order for provision of Goods and/or Services by the Supplier in the form of a purchase order;

Order Commencement Date

means the date set out in clause 8.7 of Part B (Framework Terms);

Order Number

means the unique purchase order number given to an Order as set out on the Order or as otherwise notified by the Met Office to the Supplier;

Ordering Procedure

the ordering procedure set out in clause 8 of Part B (Framework Terms);

Part

means a part of this Framework Agreement;

Personal Data

shall have the meaning set out in the Data Protection Legislation;

Personnel

means all directors, officers, employees, agents, advisers, contractors and consultants of the relevant party and of any subcontractors who are engaged in the provision or receipt (as appropriate) of the Services

and / or the Goods from time to time or otherwise engaged in the performance of the relevant party's obligations under this Framework Agreement and any and all Orders;

PLS	has the meaning ascribed to it in clause 9.12 of Part B (Framework Terms);
Premises	means the Met Office premises or other location(s) where the Services are to be provided and/or the Goods are to be delivered, including without limitation those set out in an Order;
Price	means (if applicable) the price payable by the Met Office to the Supplier for the Goods at the rates set out in the Pricing Schedule and as set out in a Goods Related Order;
Pricing Schedule	means the pricing schedule set out in the Appendix to the Commercial Terms;
Processor	shall have the meaning given to "data processor" or "processor" (as applicable) in the Data Protection Legislation;
Regulatory Bodies	means those government departments and regulatory, statutory and other entities, committees 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 any other affairs of the Met Office and " Regulatory Body " shall be construed accordingly;
Relevant Requirements	means the requirements set out in clause 13.1.1 of Part B (Framework Terms);
Replacement Supplier	means any replacement supplier nominated by the Met Office to provide the Services performed by the Supplier following the expiry or termination of the Framework Agreement or any Service Related Order (in each case whether in whole or in part);
Relevant Tax Authority	means HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
Request for Information	means any request for information made to the Supplier by a third party pursuant to the Disclosure Legislation;
Review Meeting	has the meaning ascribed to it in clause 7.1 of Part C (Standard Services Terms);
Service Commencement Date	means the commencement date stated in a Service Related Order and, if no such date is stated then the date upon which the Supplier commences provision of the Services;
Service Levels	means any Service Levels specified in the Service Related Order;
Service Related Order	means an Order for Services in the form of a purchase order;
Service Variation	means a change to the scope of the Services;
Service Variation Request	means a written notice describing the Service Variation;
Services	means any and all of the services to be provided by the Supplier to the Met Office falling within the descriptions set out in the Goods and

	Services Categories, as may be ordered from the Supplier by the Met Office from time to time pursuant to a Service Related Order;
Services Term	means the term during which Services are to be provided, as set out in a Service Related Order;
Specification	means the specification of Goods and/or Services as set out in the Order;
Specific Change in Law	means a Change in Law that relates specifically to the business of the Met Office and which would not affect a Comparable Supply;
Supplier Background IPRs	means: <p>(a) Intellectual Property Rights owned by the Supplier before the Services Commencement Date, for example those subsisting in the Supplier's Know How, software, tools, equipment, code, algorithms, processes documentation, policies and procedures;</p> <p>(b) Intellectual Property Rights created by the Supplier independently of this Framework Agreement and any Order,</p> <p>which in each case is or will be used before or during the Services Term for implementing and providing the Services;</p>
Term	means the duration of this Framework Agreement;
Third Party IPRs	Intellectual Property Rights owned by a third party.
Urgent Order	means an Order issued by the Met Office to satisfy a business-critical need (as may be categorised as such by the Met Office acting reasonably) which would not otherwise be capable of being satisfied under the standard Order process; and
Warranty Period	means the warranty period for the Goods as specified in a Goods Related Order.

2 Interpretation

- 2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
- 2.2 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.3 A reference to a party shall be to a party to this Framework Agreement and the expression parties shall be construed accordingly.
- 2.4 Words in the singular shall include the plural and vice versa.
- 2.5 A reference to one gender shall include a reference to the other genders.
- 2.6 A reference to any statute, statutory provision, subordinate legislation, code or guideline ("**legislation**") shall, unless the context otherwise requires, be construed as a reference to such legislation as the same may from time to time be amended, consolidated, modified, extended, re-enacted, replaced, superseded or substituted.
- 2.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

- 2.8 A reference to writing or written includes faxes and e-mail.
- 2.9 A reference to a clause in any Part shall, unless otherwise expressly provided, be to a clause within that Part.
- 2.10 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3 Structure

- 3.1 This Framework Agreement consists of the following Parts:
- | | |
|--------|-------------------------|
| Part A | Commercial Terms |
| Part B | Framework Terms |
| Part C | Standard Services Terms |
| Part D | Standard Goods Terms |
| Part E | Special Terms |
- 3.2 The provisions of Parts A (Commercial Terms) and B (Framework Terms) will apply to all Orders made by the Met Office under this Framework Agreement.
- 3.3 Parts C (Standard Services Terms) and issued purchase order will also apply to all Service Related Orders.
- 3.4 Parts D (Standard Goods Terms) and issued purchase order will also apply to all Goods Related Orders and, to the extent any Goods Related Services are specified in a Goods Related Order, Part C (Standard Services Terms) shall apply to such Orders.
- 3.5 Part E (Special Terms) will apply if expressly incorporated within the Framework Agreement pursuant to an Order.
- 3.6 If there is an inconsistency between any of the provisions of the Framework Agreement, the following order of precedence shall prevail:
- | | |
|-------|---|
| 3.6.1 | Part A (Commercial Terms); |
| 3.6.2 | Part E (Special Terms); |
| 3.6.3 | Part B (Framework Terms); |
| 3.6.4 | Parts C (Standard Services Terms) and D (Standard Goods Terms); and |
| 3.6.5 | the terms as set out in each Order entered into pursuant to this Framework Agreement. |

4 Duration

This Framework Agreement shall, subject to earlier termination in accordance with this Framework Agreement, remain in force for the duration of the Term set out in the Commercial Terms.

5 Scope of Framework Agreement

- 5.1 This Framework Agreement governs the relationship between the Met Office and the Supplier in respect of the provision of the Goods and/or Services by the Supplier to the Met Office.
- 5.2 The Met Office appoints the Supplier as a potential provider of the Goods and/or Services referred to in the Goods and Services Categories and the Supplier shall be eligible to be considered for the award of Orders for such Goods and/or Services by the Met Office during the Term.
- 5.3 The Met Office may in its absolute discretion and from time to time order Goods and/or Services from the Supplier in accordance with the Ordering Procedure during the Term.

6 Non-exclusivity

- 6.1 The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Met Office for Goods and/or Services from the Supplier and that the Met Office is at all times entitled to enter into other contracts and agreements with other providers for the provision of any or all goods or services, or both, which are the same as or similar to the Goods and Services described in the Goods and Services Categories.
- 6.2 The Supplier acknowledges and agrees that there is no obligation for the Met Office to purchase any Goods or Services from the Supplier during the Term.
- 6.3 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Met Office in respect of the total quantities or values of the Goods or Services to be ordered by them pursuant to this Framework Agreement and the Supplier acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation.

7 Price

The price for the Goods and/or the Services shall for the Framework Period remain fixed at the prices or rates specified in the Pricing Schedule.

8 Ordering Procedure

- 8.1 If the Met Office decides to source Goods and/or Services through the Framework Agreement, then it may at any time during the Term order Goods and/or Services within the Goods and Services Categories, by serving an Order on the Supplier for the provision of such Goods and/or Services.
- 8.2 Authorised Demanders shall be entitled to submit Orders to the Supplier.
- 8.3 All Orders for Services and/or Goods shall be in the form of a purchase order, signed by an Authorised Demander or a Designated Representative and shall be sent in Electronic Format to the Supplier.
- 8.4 Each Order incorporates the terms and conditions of this Framework Agreement and shall:
 - 8.4.1 state the Goods or Services requirements;
 - 8.4.2 states the Framework Agreement Number, Order Number and the date of the Order;
 - 8.4.3 state the Price payable for the Goods or the Fees payable for the Services in accordance with the Pricing Schedule specified in this Framework Agreement; and
 - 8.4.4 be signed for and on behalf of the Met Office by an Authorised Demander..

- 8.5 If the Supplier is in any doubt regarding the validity of any Order issued it shall notify an Authorised Demander immediately and shall not proceed with execution of the Order until the Met Office provides written authorisation.
- 8.6 Urgent Orders may be made by an Authorised Demander by telephone to the Supplier. In such cases the Authorised Demander will provide a hard copy of the Order clearly annotated with the message: "*Confirmation of phoned Order. Do not duplicate*". The Supplier shall deal with Urgent Orders in priority to any other Orders being processed at that time with a view to satisfying the business need of the Met Office necessitating the Urgent Order.
- 8.7 Following receipt of the Order, the Supplier shall promptly and in any event within a reasonable period (taking into account all relevant circumstances in relation to the subject matter and nature of an Order) determined by the Met Office and notified to the Supplier in writing at the same time as the submission of the Order or, in the absence of such notification, within three (3) Business Days of the date of the Order) acknowledge receipt of the Order and either:
- 8.7.1 notify the Met Office that it accepts the Order by issuing a written acceptance of the Order; or
 - 8.7.2 carry out an act consistent with fulfilling the Order,
- at which point and on which date ("**Order Commencement Date**") the Order shall come in to existence and be deemed accepted, or
- 8.7.3 notify the Met Office that it declines to accept the Order.
- 8.8 If the Supplier:
- 8.8.1 notifies the Met Office that it declines to accept an Order; or
 - 8.8.2 the time-limit referred to in clause 8.7 has expired,
- then the offer from the Met Office to the Supplier shall lapse.
- 8.9 The Supplier in agreeing to accept such an Order pursuant to clauses 8.7.1 and/or 8.7.2 of this Part B (Framework Terms) above shall enter a legally binding contractual obligation with the Met Office for the provision of Goods or Services referred to in that Order from the Order Commencement Date in accordance with the terms of this Framework Agreement.
- 8.10 The Met Office may terminate or reduce any Order in whole or in part following its submission to the Supplier until the point at which the Goods or Services which are the subject of such termination or reduction have been received by Met Office in accordance with this Framework Agreement and any terms in the Order, by giving the Supplier written notice, whereupon the Supplier shall discontinue all work in relation to such Services or Goods. The Met Office shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include any indirect, special or consequential Losses or any loss of profits (whether direct or indirect). Supplier shall use all reasonable endeavours to mitigate any sums payable by the Met Office in relation obligations discharged pursuant to an Order at the time of cancellation or reduction.

9 General Payment Terms

- 9.1 Invoices must be addressed to the header address indicated on the purchase order or sent electronically to accountspayable@metoffice.gov.uk and must quote the full purchase order number. The Met Office shall not be held responsible for delays in payment caused by the Supplier's failure to comply with the Met Office's invoicing instructions.

- 9.2 In consideration of the provision of the Goods and / or Services in accordance with the terms of this Framework Agreement and the relevant Order, payment shall be made by the Met Office within thirty (30) days of receipt of each valid invoice that is not the subject of a bona fide dispute.
- 9.3 The Authority shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.
- 9.4 For the purposes of paragraph 8.2, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 9.5 Payment of invoices by the Met Office shall be without prejudice to any rights available to the Met Office.
- 9.6 Any dispute in relation to an invoice shall be dealt with by the parties in accordance with clause 29 of this Part B (Framework Terms).
- 9.7 If the Met Office fails to pay by the due date any undisputed amount payable by it under this Framework Agreement, the Supplier shall be entitled but not obliged to charge the Met Office interest on the overdue amount, from the due date up to the date of actual payment, at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998. The parties acknowledge and agree that this clause 9.5 of this Part B (Framework Terms) provides them with a substantial remedy in respect of any late payment of sums due under this Framework Agreement.
- 9.8 The amounts and/or daily rates comprised in the Fees for Services and/or the Price for the Goods (as the case may be) and specified in the Pricing Schedule are fixed and are not subject to any increase unless specified in the Pricing Schedule or otherwise expressly stated in this Framework Agreement.
- 9.9 Notwithstanding clause 9.8 of this Part B (Framework Terms), the Supplier shall notify the Met Office of any cost savings made by the Supplier in relation to the provision of the Goods and/or Services and shall use its best endeavours to pass on the benefit of such savings, by way of a reduction in the Price and/or Fees (as the case may be), to the Met Office.
- 9.10 Unless otherwise expressed in the Pricing Schedule or in any Order, the Price and/or the Fees (as the case may be) include the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the supply of Goods and/or Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Goods and/or Services and no separate or additional amount may be charged for these items. Except as otherwise expressly provided in the Pricing Schedule or any Order, the parties shall each bear their own costs and expenses incurred in respect of fulfilling its obligations under this Framework Agreement.
- 9.11 If the Supplier fails to issue an invoice for any Fees for Services and/or the Price for the Goods (as the case may be) which have been incurred within twelve months of the end of the month in which such Fees and/or Price were incurred, then such Fees and/or Prices shall cease to be payable.
- 9.12 **Payment by BACS**
- The Met Office's Purchase Ledger Section ("**PLS**") shall make payment to the Supplier of all valid invoices submitted for payment by means of Banks Automated Clearing Service (BACS) directly to the Supplier's nominated bank account. To facilitate payment by means of BACS, the Supplier shall provide the PLS, in advance of submission of valid invoices the applicable bank details to enable payment to be made.

9.13 Payment by Visa Purchasing Card

Where the total value of an Order is less than £5,000 (Gross amount) payment may be made by use of a Visa Purchasing Card. Where payment is made by Visa Purchasing Card the Supplier shall send the Authorised Demander a VAT invoice which shall be clearly marked 'Paid by Visa' unless the Supplier's card processing facility captures electronic VISA VAT information. If the Supplier's card processing facility does capture VAT then the Supplier shall issue the Authorised Demander with at least one of the following:

- 9.13.1 a copy invoice, clearly marked 'Paid by VISA' and invalidated as a tax document with the legend 'This is not a Tax Invoice';
- 9.13.2 a delivery note that includes pricing details; or
- 9.13.3 a delivery note than does not include prices but does have a copy of the card terminal receipt attached.

For the avoidance of doubt the Supplier shall not, where payment is made by Visa Purchasing Card, submit an invoice to the PLS.

10 Audit

The Supplier shall keep and maintain for the duration of this Framework Agreement and for a period of six (6) years after completion of the delivery of the Goods and/or the Services pursuant to any Order records, to the satisfaction of the Met Office, of:

- 10.1 all payments made by the Met Office in relation to the Goods and/or the Services (as the case may be); and
- 10.2 the Services performed and/or the Goods provided (as the case may be) pursuant to any Order entered into under the Framework Agreement,

and the Supplier shall, on written request from the Met Office, afford the Met Office or its designated representatives all reasonable assistance and such access to those records, the Supplier premises, Supplier Personnel as may be reasonably required by the Met Office in relation to the Framework Agreement and/or any Order in order to verify the Supplier's compliance with its obligations under this Framework Agreement and/or any Order or to fulfil any legally enforceable request by a Regulatory Body. The Met Office and its designated representatives shall have the right to take copies of any invoices (including information used to prepare the invoices), purchase orders and other records relating to the provision of the provision of Goods and/or Services (as the case may be) or required in connection with this clause 10 and the Supplier shall provide the information free of charge.

11 Recovery of Sums due

- 11.1 Whenever, under this Framework Agreement, any Order and/or any other agreement between the Met Office and the Supplier, any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Met Office in respect of any breach of the Order and/or this Framework Agreement), the Met Office shall be entitled to deduct that sum from any sum due or which later becomes due to the Supplier under the Order, Framework Agreement or under any other contract with the Met Office or with any other department, office, agency or authority of the Crown.
- 11.2 If the Met Office wishes to set off any amount owed by the Supplier to the Crown or any part of the Crown (including the Met Office) against any amount due to the Supplier pursuant to clause 11.1 of this Part B (Framework Terms), the Met Office shall give notice to the Supplier within 30 (thirty) days of receipt of the relevant invoice, setting out the Met Office's reasons for withholding or retaining the relevant Fees and / or the Price.
- 11.3 Any overpayment by the Met Office to the Supplier, whether of the Price or the Fees or of VAT shall be a sum of money recoverable by the Met Office from the Supplier.

12 Taxation

- 12.1 The Supplier warrants, represents and undertakes to the Met Office that the Met Office will not be liable for any income tax or national insurance contributions in respect of the Supplier or the Supplier Personnel.
- 12.2 The Supplier shall be fully responsible for and shall indemnify on demand, defend and hold harmless the Met Office in full against any claim by HM Revenue & Customs or any other authority in respect of any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or payable in connection with the performance of this Framework Agreement and any Order by the Supplier or any Supplier Personnel.
- 12.3 All payments referred to in this Framework Agreement are stated exclusive of value added tax and all other similar taxes and duties payable in respect of such payments. Where applicable, the Met Office shall pay to the Supplier at the time that the payment becomes due an amount equal to the value added tax properly chargeable upon such payment. The Supplier shall provide the Met Office with a value added tax invoice in respect of the payment.
- 12.4 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
 - 12.4.1 notify the Met Office in writing of such fact within 5 (five) Business Days of its occurrence; and
 - 12.4.2 promptly provide to the Met Office:
 - 12.4.2.1 details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - 12.4.2.2 such other information in relation to the Occasion of Tax Non-Compliance as the Met Office may reasonably require.

13 Bribery Act 2010

- 13.1 The Supplier shall:
 - 13.1.1 comply with all applicable laws, regulations, codes and sanctions from time to time in force relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
 - 13.1.2 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
 - 13.1.3 promptly report to the Met Office any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Framework Agreement; and
 - 13.1.4 not offer or give, or agree to give, to any employee or representative of the Met Office any gift or consideration of any kind (other than the Fees payable under this Framework Agreement) as an inducement or reward for doing or refraining from doing any act in relation to this or any other contract with the Met Office.
- 13.2 In performing its obligations under this Framework Agreement, the Supplier shall:

- 13.2.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
 - 13.2.2 have and maintain throughout the Term its own policies and procedures to ensure its compliance;
 - 13.2.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the United Kingdom; and
 - 13.2.4 include in its contracts with sub-contractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 13.2.
- 13.3 The Supplier shall notify the Met Office as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Framework Agreement.
- 13.4 Any breach of this clause 13 by the Supplier or by any person acting on its behalf (whether with or without the Supplier's knowledge) or the commission of any offence by the Supplier or by any person acting on its behalf under the Bribery Act 2010 and / or Modern Slavery Act 2015, shall entitle the Met Office to terminate this Framework Agreement on immediate written notice and in such circumstances the Supplier shall indemnify the Met Office for any loss or liability incurred by it as a result of such termination.

14 Confidentiality

- 14.1 Subject to clauses 14.2-14.4, 14.6, 15 and 16 of this Part B (Framework Terms), both parties shall procure that all Confidential Information disclosed by one to the other in accordance with the terms of this Framework Agreement shall be kept secret and confidential and shall not be used for any purposes other than those required or permitted by this Framework Agreement and shall not be disclosed to any third party except insofar as this may be required for the proper operation of this Framework Agreement and in accordance with the terms set out in this Framework Agreement.
- 14.2 The obligations of confidentiality shall not apply to any Confidential Information which:
- 14.2.1 is or becomes publicly known (other than by an act or omission of the receiving party);
 - 14.2.2 was in the other party's lawful possession prior to the disclosure;
 - 14.2.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 14.2.4 is independently developed by the receiving party, which independent development can be shown by written evidence; and/or
 - 14.2.5 is required to be disclosed by Law, by any court of competent jurisdiction or by any regulatory or administrative body (including without limitation pursuant to the provisions of clauses 15 or 16 of this Part B (Framework Terms)), provided that the party subject to such requirement to disclose gives the other prompt written notice of the requirement, to the extent it is permitted to do so by Law.
- 14.3 A party may disclose the other party's Confidential Information to those of its Personnel who need to know such Confidential Information for the purpose of performing its obligations under the Framework Agreement or any Order, provided that:
- 14.3.1 it informs such Personnel of the confidential nature of the Confidential Information prior to disclosure; and

- 14.3.2 at all times, it is responsible for its Personnel's compliance with the confidentiality obligations set out in this clause 14 of this Part B (Framework Terms).
- 14.4 The Met Office may disclose the Confidential Information of the Supplier:
- 14.4.1 on a confidential basis to any Central Government Body for any proper purpose of the Met Office or of any relevant Central Government Body;
 - 14.4.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 14.4.3 to the extent that the Met Office (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - 14.4.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in clause 14.4.1 of this Part B (Framework Terms) (including any benchmarking organisation) for any purpose relating to or connected with this Framework Agreement;
 - 14.4.5 on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement, including its right to audit pursuant to clause 10 of this Part B (Framework Terms); or
 - 14.4.6 on a confidential basis to a proposed successor body of the Met Office pursuant to clauses 30.4 or 30.6 of this Part B (Framework Terms) in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Framework Agreement,
- and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Met Office under this clause 14.
- 14.5 The provisions of this clause 14 of this Part B (Framework Terms) shall continue to apply after termination or expiry of this Framework Agreement.
- 14.6 Nothing in this Framework Agreement shall prevent the Met Office from disclosing the Supplier's Confidential Information:
- 14.6.1 to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
 - 14.6.2 in connection with the conduct of a Central Government Body review in respect of this Framework Agreement; or
 - 14.6.3 for the purpose of the examination and certification of the Met Office's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Met Office has used its resources.
- 14.7 The Met Office shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or sub-contractor to whom the

Supplier's Confidential Information is disclosed pursuant to this clause 14 of this Part B (Framework Terms) is made aware of the Met Office's obligations of confidentiality.

- 14.8 Nothing in this clause 14 of this Part B (Framework Terms) shall prevent either party from using any techniques, ideas or know-how gained during the performance of any Order in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

15 Publishing of the Framework Agreement and Payments under the Framework Agreement and all Orders

- 15.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Framework Agreement and any Order (including the identity of the Supplier and the payments made to the Supplier under this Framework Agreement) is not Confidential Information. The Met Office shall be responsible for determining in its absolute discretion whether any of the content of this Framework Agreement or any Order is exempt from disclosure in accordance with the provisions of the FOIA.
- 15.2 Notwithstanding any other term of this Framework Agreement or of any Order, the Supplier hereby gives its consent for the Met Office to publish this Framework Agreement and/or any Order in its entirety, including from time to time agreed changes to this Framework Agreement or any Order and /or payments made to the Supplier under the Framework Agreement, to the general public.
- 15.3 The Met Office may consult with the Supplier to inform its decision regarding any redactions but the Met Office shall have the final decision in its absolute discretion.
- 15.4 The Supplier shall assist and cooperate with the Met Office to enable the Met Office to publish this Framework Agreement and/or any Order and payments made under it.

16 Freedom of Information

- 16.1 The Supplier acknowledges that the Met Office is subject to the FOIA and the Environmental Information Regulations (together the “**Disclosure Legislation**”) and shall assist and cooperate with the Met Office to enable the Met Office to comply with these information disclosure requirements.
- 16.2 The Supplier shall and shall procure that its sub-contractors shall:
- 16.2.1 transfer to the Met Office all Requests for Information that it receives relating to this Framework Agreement (including any and all Orders) as soon as practicable after receipt and in any event within two (2) Business Days of receipt;
 - 16.2.2 provide the Met Office with a copy of all Information in its possession or power in the form that the Met Office requires within five (5) Business Days (or such other period as the Met Office may specify) of the Met Office requesting that Information; and
 - 16.2.3 provide all necessary assistance as reasonably requested by the Met Office to enable the Met Office to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations (as the case may be).
- 16.3 The Met Office shall be responsible for determining at its absolute discretion and not withstanding any other provision in this Framework Agreement or any Order or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations. In no event shall the

Supplier respond directly to a Request for Information unless expressly authorised to do so by the Met Office's duly authorised representative.

- 16.4 The Supplier acknowledges that the Met Office may, acting in accordance with the FOIA (including codes of practice issued by the Information Commissioner or Central Government Body regarding the FOIA), be obliged under the Disclosure Legislation to disclose Information:

16.4.1 in certain circumstances without consulting with the Supplier, or

16.4.2 following consultation with the Supplier and having taken its views into account,

provided always that the Met Office shall, in accordance with any recommendations of that Code of Practice, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

- 16.5 The Supplier shall ensure that all Information produced in relation to the provision of Services is retained for disclosure and shall permit the Met Office to inspect such records as requested from time to time.

17 Data Protection

- 17.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Met Office is the Controller and the Supplier is the Processor in connection with the Orders under this Framework Agreement. The only processing that the Supplier is authorised to do is listed in Part 3 of the Appendix to Part A (Commercial Terms) by the Met Office, or otherwise specified by the Met Office in an Order and may not be determined by the Supplier.

- 17.2 The Supplier shall notify the Met Office immediately if it considers that any of the Met Office's instructions infringe the Data Protection Legislation.

- 17.3 The Supplier shall process the Personal Data only to the extent necessary for the purposes of performing the Supplier's obligations under this Framework Agreement (including any and all Orders) and otherwise in accordance with the Met Office's documented instructions and applicable Laws. If the Supplier is ever unclear as to the parameters of the instructions issued by the Met Office it shall, as soon as reasonably practicable, revert to the Met Office for the purpose of seeking clarification or further instructions.

- 17.4 The Supplier shall not process the Personal Data in any country outside the European Union (or following the United Kingdom's exit from the European Union, outside the combined area of the United Kingdom and the European Union) without the Met Office's prior written consent and provided that:

17.4.1 the Supplier has ensured that there are appropriate safeguards in relation to the transfer and processing in accordance with Article 46 of the GDPR and as determined by the Met Office;

17.4.2 the Data Subject has enforceable rights and effective legal remedies in respect of any such Personal Data that is transferred;

17.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

17.4.4 the Supplier complies with the Met Office's reasonable instructions in respect of the transfer,

and if the Supplier is required by applicable laws to transfer the Personal Data outside of the European Union (or following the United Kingdom's exit from the European Union, outside the

combined area of the United Kingdom and the European Union), the Supplier shall inform the Met Office of such requirement before making the transfer (unless the Supplier is barred from making such notification under the relevant applicable law).

- 17.5 The Supplier shall ensure that all persons authorised by the Supplier to process the Personal Data are reliable, subject to appropriate duties of confidentiality and aware of and comply with the Supplier's duties under this clause 17. Such authorisation shall be limited to those of the Supplier Personnel who need to have access to the Personal Data and only for the purposes of the performance of this Framework Agreement (and Orders).
- 17.6 The Supplier shall have at all times during the Term and for the duration of any Orders and thereafter to the extent that it is entitled to retain Personal Data, appropriate technical and organisational measures in place to protect any Personal Data against unauthorised or unlawful processing and against accidental loss, alteration, destruction or damage, including all measures required under Article 32 of the GDPR.
- 17.7 The Supplier shall not appoint any sub-processor or replace any sub-processor in respect of the Personal Data processed pursuant to this Framework Agreement without the Met Office's prior written authorisation, and where the Supplier does appoint or replace any sub-processor, the Supplier shall:
 - 17.7.1 remain fully liable for the acts and omissions of such sub-processor; and
 - 17.7.2 procure that such sub-processor is subject to a written agreement containing data processing obligations no less onerous than those set out in this Framework Agreement and that such agreement will meet the requirements of the Data Protection Legislation.
- 17.8 The Supplier shall cease processing the Personal Data immediately upon the termination or expiry of the Order to which that processing relates or, if sooner, on cessation of the contractual activity to which it relates and, at the Met Office's election, delete or return all Personal Data to the Met Office, and delete all existing copies unless applicable Laws require their retention.
- 17.9 The Supplier shall promptly comply with any request from the Met Office requiring the Supplier to amend or transfer Personal Data in the Supplier's possession or control.
- 17.10 The Supplier make available to the Met Office all information reasonably necessary to demonstrate compliance with the obligations set out in this clause 17, and allow for and contribute to audits, including inspections, conducted by the Met Office or the Met Office's representative and those of its agents, subsidiaries and sub-contractors and comply with all reasonable requests or directions by the Met Office to enable the Met Office to verify and procure that the Supplier is in full compliance with its obligations under this clause 17.
- 17.11 The Supplier shall provide the Met Office with all reasonable assistance and information required by the Met Office to satisfy the Met Office's record keeping obligations under the Data Protection Legislation and, at the Met Office's request, adhere to any applicable code of conduct or certification method approved under Data Protection Legislation.
- 17.12 Without undue delay and in any event within 24 hours after having become aware, the Supplier shall:
 - 17.12.1 notify the Met Office of any unauthorised or unlawful processing of any of the Personal Data to which this clause 17 applies and of any loss or destruction or other damage. Such notification shall include or as soon as reasonably possible the Supplier shall provide to the Met Office:
 - 17.12.1.1 a description of the nature of the Personal Data breach including, to the extent possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

- 17.12.1.2 the name and contact details of the duly authorised contact point where more information can be obtained;
 - 17.12.1.3 a description of the likely consequences of the Personal Data breach;
 - 17.12.1.4 a description of the measures taken or proposed to be taken by the Supplier to address the Personal Data breach, including, where appropriate, measures to mitigate its possible adverse effects;
 - 17.12.1.5 an explanation of how the Personal Data breach occurred;
 - 17.12.1.6 a description of how the Supplier became aware of the Personal Data breach;
 - 17.12.1.7 the date and time of the Personal Data breach;
 - 17.12.1.8 the date and time when the Supplier became aware of the Personal Data breach;
 - 17.12.2 take such steps consistent with good industry practice to mitigate the detrimental effects of any such incident on the Data Subjects; and
 - 17.12.3 fully co-operate with the Met Office in dealing with such incident and its consequences. The Supplier shall not disclose any information about or in connection with any Personal Data breach, other than to the Met Office in accordance with this clause 17.12 or with the express prior written approval of a duly authorised representative of the Met Office.
- 17.13 The Supplier shall maintain a shall maintain complete and accurate records and information to demonstrate its compliance with this clause 17, containing the following and make them available to the Met Office and any relevant supervisory authority on request:
- 17.13.1 the name and contact details of the Met Office on behalf of which the Supplier is acting, and its representatives and, if applicable, the data protection officer;
 - 17.13.2 the categories of processing carried out on behalf of Met Office;
 - 17.13.3 where applicable and subject always to clause 17.4 of this Part B (Framework Terms), details of the transfers of Personal Data to a country or an international organisation outside of the European Union (or following the United Kingdom's exit from the European Union, outside the combined area of the United Kingdom and the European Union), including the identification of that country or international organisation and documentation of the adequate safeguards applied in relation to the transfer in accordance with clause 17.4 of this Part B (Framework Terms); and
 - 17.13.4 a general description of the technical and organisational security measures employed pursuant to clause 17.6 of this Part B (Framework Terms).
- 17.14 The Supplier shall assist the Met Office in ensuring the Met Office's compliance with the Data Protection Legislation, with the obligations in respect of security of Personal Data, notifications of breaches of Data Protection Legislation to supervisory authorities, communications of breaches of Data Protection Legislation to Data Subjects, the carrying out of data protection impact assessments and any consultations with supervisory authorities, in each case in connection with the Processing of Personal Data pursuant to this Framework Agreement.
- 17.15 The Supplier shall immediately notify the Met Office if, in respect of Personal Data processed pursuant to this Framework Agreement, the Supplier:

- 17.15.1 receives a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data ("**Data Subject Access Request**") (or purported Data Subject Access Request);
 - 17.15.2 receives a request to rectify, block or erase any such Personal Data;
 - 17.15.3 receives any other request, complaint or communication relating to either the Supplier or the Met Office's obligations under the Data Protection Legislation;
 - 17.15.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with such Personal Data; and/or
 - 17.15.5 receives a request from any third party for disclosure of such Personal Data where compliance with such request is required or purported to be required by English law.
- 17.16 The Supplier shall fully indemnify on demand, defend and hold harmless the Met Office and each of the Met Office's officers, employees and agents against all liability, damages, losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation, whether arising in tort (including without limitation negligence), in contract or otherwise), costs (including legal costs), fees, claims and expenses which the Met Office may incur or suffer arising out of or in connection with any breach of this clause 17 by the Supplier, the Supplier's personnel (including the Supplier's officers) and/or any third party to whom the Supplier have passed Personal Data, including any negligent or reckless act, omission or default.
- 17.17 The Supplier shall not attempt to access, use or interfere with the Met Office's information technology systems, records or data without the Met Office's prior consent. The Supplier shall (and shall procure that any of its sub-contractors and the Supplier's Personnel) shall comply with any policies and agreements governing access to the Met Office's systems, records and/or data
- 17.18 The Met Office may, at any time on not less than 30 Business Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Framework Agreement).
- 17.19 The parties agree to take account of any guidance issued by the Information Commissioner's Office. Met Office may on not less than 30 Business Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office or other applicable Regulatory Body.

18 Warranties

- 18.1 Each party warrants, represents and undertakes that:
- 18.1.1 it has full capacity and authority to enter into and to perform this Framework Agreement and each Order entered into under this Framework Agreement; and
 - 18.1.2 this Framework Agreement is executed by a designated representative of that party.
- 18.2 The Supplier warrants, represents and undertakes that, for the duration of the Framework Agreement and each Order entered into under it:

- 18.2.1 it shall perform, and procure the performance by Supplier Personnel, of its obligations under this Framework Agreement and any Order in compliance with all Applicable Laws;
- 18.2.2 without prejudice to the generality of clause 18.2.1 of this Part B (Framework Terms), it shall not, and shall procure that Supplier Personnel do not, unlawfully discriminate within the meaning and scope of any Applicable Laws relating to equality and discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment;
- 18.2.3 the provision of the Goods and/or Services (as applicable), and the use of them by the Met Office, shall not infringe the Intellectual Property Rights or other proprietary rights of any third party;
- 18.2.4 it shall at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Framework Agreement and any Order, and shall undertake, or refrain from undertaking, such acts as the Met Office requests so as to enable the Met Office to comply with its obligations under the Human Rights Act 1998;
- 18.2.5 it has, and will continue to hold, all approvals, consents, licences, regulatory approvals, permits, concessions, certificates and statutory agreements required from any competent authority or third party necessary to perform its obligations under this Framework Agreement and any Order;
- 18.2.6 there are and shall be no actions, suits or proceedings or regulatory investigations pending or, to the Supplier's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under this Framework Agreement and any Order;
- 18.2.7 it shall discharge its obligations under this Framework Agreement and each Order using Supplier Personnel of required skill, experience and qualifications to perform the tasks assigned to them;
- 18.2.8 it shall, and shall procure that Supplier Personnel shall, discharge the obligations under this Framework Agreement and any Order with all due skill, care and diligence including in accordance with Good Industry Practice;
- 18.2.9 it has notified the Met Office in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- 18.2.10 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- 18.2.11 all written statements and representations in any written submissions made by the Supplier as part of the procurement process regarding this Framework Agreement and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Framework Agreement or to the extent that the Supplier has otherwise disclosed to the Met Office in writing prior to the Commencement Date;
- 18.2.12 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Framework Agreement; and
- 18.2.13 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier

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

- 18.3 The Met Office's rights under this Framework Agreement and any Order are in addition to the statutory conditions implied in favour of the Met Office by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other applicable statute in force from time to time.
- 18.4 Save as provided in this Framework Agreement, no representations, warranties or conditions are given or assumed by the Met Office in respect of any information which is provided to the Supplier by the Met Office and all such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 18.5 The Supplier shall:
- 18.5.1 at all times allocate sufficient resources with the appropriate technical expertise to supply the Goods and to provide the Services in accordance with this Framework Agreement and all Orders;
 - 18.5.2 fully co-operate with the Met Office in all matters relating to the Goods and / or Services, and comply with all instructions of the Met Office and provide all reasonable information, advice and assistance in connection with the Services and / or the Goods to any the Met Office's other suppliers;
 - 18.5.3 ensure that neither it, nor any of Supplier Personnel, embarrasses the Met Office or otherwise brings the Met Office into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Met Office, regardless of whether or not such act or omission is related to the Supplier's obligations under this Framework Agreement;
 - 18.5.4 ensure that any documentation and training provided by the Supplier to the Met Office are comprehensive, accurate and prepared in accordance with Good Industry Practice;
 - 18.5.5 notify the Met Office in writing within 10 (ten) Business Days of their occurrence, of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Framework Agreement.

19 Indemnities

- 19.1 The indemnities contained in this clause 19 of this Part B (Framework Terms) and any other indemnities granted by the Supplier to the Met Office under this Part B (Framework Terms), Part C (Standard Services Terms), Part D (Standard Goods Terms) and/or Part E (Special Terms) (as the case may be) shall not be subject to the limitations of liability in the Commercial Terms and in clause 21 of this Part B (Framework Terms).
- 19.2 The Supplier shall indemnify on demand, defend and hold harmless the Met Office against any and all Losses suffered or incurred by any of them as a result of or in connection with:
- 19.2.1 damage to real or personal property, including to any Premises and/or Government Sites (including where necessary all costs of replacement or reinstatement) and any loss of use of any property caused by an act or omission of the Supplier and/or the Supplier Personnel;
 - 19.2.2 death of or personal injury to any person caused by an act or omission of the Supplier and/or the Supplier Personnel;
 - 19.2.3 any breach by the Supplier of its obligations pursuant to clauses 14 and 17 of this Part B (Framework Terms);

- 19.2.4 any damage to or loss, corruption or unlawful or unauthorised disclosure of Data arising from any negligent act or omission of the Supplier and/or the Supplier Personnel;
- 19.2.5 any fine or penalty imposed on the Met Office by a Regulatory Body as a result of an act or omission of the Supplier and/or the Supplier Personnel;
- 19.2.6 any claim made against the Met Office for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Goods and/or Services ("**IPR Claim**") and
- 19.2.7 any interest, penalties or costs incurred, that is levied, demanded or assessed on the Met Office at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Framework Agreement and / or any or all Orders. Any amounts due under this clause shall be paid in cleared funds by the Supplier to the Met Office not less than five (5) Business Days before the date upon which the tax or other liability is payable by the Met Office.

20 IPR claims

- 20.1 If an IPR Claim is made or the Supplier anticipates that an IPR Claim might be made and that IPR Claim, if successful, would prevent the Met Office from receiving or using all or any part of the Goods, Services and/or the performance of the Supplier's obligations under this Framework Agreement and/or any Order (as applicable), the Supplier shall promptly, at its own cost and in agreement with the Met Office and without prejudice to any of the Met Office's rights or remedies either:
 - 20.1.1 procure for the Met Office the right to continue using the item which is subject to the IPR Claim; or
 - 20.1.2 replace or modify the infringing item with a non-infringing substitute provided that:
 - 20.1.2.1 the functionality and capability of the replaced item is equivalent to or greater than the functionality and capability of the original item;
 - 20.1.2.2 the replaced or modified item does not have an adverse effect on or cause any material degradation to the Goods, and/or Services (as applicable);
 - 20.1.2.3 there is no additional cost to the Met Office; and
 - 20.1.2.4 the terms of the Framework Agreement shall apply to the replaced or modified Goods, and/or Services (as applicable).

21 Limitation of Liability

- 21.1 Neither party limits its liability:
 - 21.1.1 for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
 - 21.1.2 for fraud, fraudulent misrepresentation, dishonesty, gross negligence, wilful default or any deliberate act or omission by a party, its employees, agents or sub-contractors;

- 21.1.3 breach of any obligation as to title implied by statute (including without limitation section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982); or
 - 21.1.4 under any indemnity given under this Framework Agreement; or
 - 21.1.5 any liability to the extent that it cannot be limited or excluded by Law.
- 21.2 Subject to clauses 19.1, 21.1, 21.4 and 21.5 of this Part B (Framework Terms), the Supplier's aggregate liability in respect of loss of or damage to Government Sites or other property or assets of the Met Office (including technical infrastructure, assets or equipment but excluding any loss or damage to the Met Office's data or any other data) that is caused by defaults of the Supplier occurring in each and any Contract Year shall in no event exceed £10 million.
- 21.3 Subject to clauses 19.1, 21.1, 21.4 and 21.5 of this Part B (Framework Terms), the Supplier's total aggregate liability for all claims, losses or damages (other than those set out in clause 21.2 of this Part B (Framework Terms)), whether arising from tort (including negligence), breach of contract or otherwise in connection with any breach of this Framework Agreement or any Order in relation to the supply of Goods or Services shall (unless otherwise specified in the Commercial Terms):
- 21.3.1 in relation to defaults occurring in the first Contract Year, an amount equal to the greater of (a) 150% of the amounts paid or payable in the first Contract Year; and (b) the minimum amount stated in the Part A (Framework terms);
 - 21.3.2 in relation to defaults occurring during any subsequent Contract Year, an amount equal to 150% of the Fees and / or Prices paid and/or due to be paid to the Supplier under this Framework Agreement and all Orders in the Contract Year immediately preceding the occurrence of the default; and
 - 21.3.3 in relation to defaults occurring after the end of the Term, an amount equal to 150% of the charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Term in relation to this Framework Agreement and all Orders,
- provided that where any Losses referred to in this clause 21.3 have been incurred by the Met Office as a result of the Supplier's abandonment of this Framework Agreement and / or any or all Orders or the Supplier's wilful default, wilful breach of a fundamental term of this Framework Agreement and any or all Orders or wilful repudiatory breach of this Framework Agreement and any or all Orders, the references in such clause to 150% shall be deemed to be references to 200%.
- 21.4 Subject to clauses 19.1 and 21.1 of this Part B (Framework Terms), neither party shall be liable to the other party for:
- 21.4.1 any indirect, special or consequential loss or damage; or
 - 21.4.2 any loss of profits, turnover, business opportunities, revenue or damage to goodwill (in each case whether direct or indirect).
- 21.5 Notwithstanding clause 21.4 of this Part B (Framework Terms) but subject to clauses 21.2-21.3 of this Part B (Framework Terms), the Supplier acknowledges that the Met Office may, amongst other things, recover from the Supplier the following Losses incurred by the Met Office to the extent that they arise as a result of a default by the Supplier:
- 21.5.1 additional operational and / or administrative costs and expenses arising from a Supplier's default under this Framework Agreement or any Order, including costs relating to time spent by or on behalf of the Met Office in dealing with the consequences of the default;

- 21.5.2 wasted expenditure or charges, which shall include any incremental costs associated with such replacement services or goods above those which would have been payable under this Framework Agreement or an Order;
 - 21.5.3 any additional cost of procuring and implementing replacement services or replacement goods from an alternative supplier in the event of a Supplier's default under this Framework Agreement or any Order;
 - 21.5.4 any fine or penalty incurred by the Met Office pursuant to Law and any costs incurred by the Met Office in defending any proceedings which result in such fine or penalty, together with any fines, expenses or other losses incurred by the Met Office and arising from a breach by the Supplier of any Applicable Laws;
 - 21.5.5 any compensation or interest paid to a third party by the Met Office.
- 21.6 Subject to clauses 19.1, 21.1, 21.4 and 21.5 of this Part B (Framework Terms), the total aggregate liability of the Met Office under this Framework Agreement or any Order in respect of all claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Framework Agreement, shall in no event exceed an aggregate sum equal to the total Fees paid for the Services and Price paid for the Goods (as the case may be) at the time at which the cause of action giving rise to the claim arises.
- 21.7 The Supplier acknowledges and agrees that the limitations contained in this clause 21 are reasonable in all the circumstances and that it has taken independent legal advice in relation to this clause 21.

22 Insurance

- 22.1 The Supplier shall take out and maintain throughout the Term and for a period of six (6) years thereafter adequate insurance with a reputable insurer to cover the liabilities of the Supplier arising under or in connection with this Framework Agreement including all losses, claims, demands, proceedings, damages, costs, charges and expenses for injuries or damage to any person or property (including without limitation the Premises or any Government Sites) which may result from the fault or negligence of the Supplier in carrying out or purporting to carry out its obligations under or in connection with this Framework Agreement. Without prejudice to the generality of the foregoing, the cover must be of the type and for not less than the amounts specified in the Commercial Terms.
- 22.2 On the written request of the Met Office, the Supplier shall provide the Met Office with a copy of each insurance policy and evidence that the applicable premiums have been paid.
- 22.3 The Supplier shall, the Term and for a period of six (6) years after completion of the delivery of the Goods and/or the Services pursuant to any Order:
- 22.3.1 administer the insurance policies and the Supplier's relationship with its insurers at all times to preserve the benefits for the Met Office set out in this clause 22 of this Part B (Framework Terms);
 - 22.3.2 do nothing to invalidate any insurance policy or to prejudice the Met Office's entitlement thereunder; and
 - 22.3.3 procure that the terms of the insurance policies are not altered in such a way as to diminish the benefit of the insurance policies for the Met Office which are provided as at the commencement of this Framework Agreement.

23 Termination

- 23.1 The Met Office shall be entitled to terminate the Framework Agreement or an individual Order (without prejudice to its other rights and remedies) immediately (or following such notice period as it sees fit), by giving written notice to the Supplier:
- 23.1.1 if the Supplier commits a material breach and/or persistent repeated breaches of any term of the Framework Agreement or an individual Order and, if such breach or breaches is or are remediable, fails to remedy such breach(es) within a period of fourteen (14) days after being notified in writing to do so; or
 - 23.1.2 if the Supplier is subject to an Event of Insolvency;
 - 23.1.3 pursuant to clause 31.5 of this Part B (Framework Terms) if a Force Majeure event affects the Supplier for a continuous period of more than three (3) months;
 - 23.1.4 if the Supplier undergoes a change of Control and the Met Office reasonably determines that such change of Control is likely to adversely impact upon the ability of the Supplier to discharge its obligations under this Framework Agreement and / or any Order and / or the change of Control is likely to adversely impact on the commercial interests of the Met Office; or
 - 23.1.5 if the warranty given by the Supplier pursuant to clause 18.2.9 of this Part B (Framework Terms) is materially untrue or the Supplier commits a material breach of its obligation to notify the Met Office of any Occasion of Tax Non-Compliance as required by clause 12.4 of this Part B (Framework Terms).
- 23.2 For the purposes of clause 23.1.1 of this Part B (Framework Terms) the following breaches shall be deemed to be irremediable material breaches:
- 23.2.1 a persistent failure of the Supplier to meet any Service Levels specified or referred to in the Goods and Services Categories and/or any Order;
 - 23.2.2 the Supplier or any of the Supplier Personnel is guilty of any gross misconduct affecting the business of the Met Office;
 - 23.2.3 the Supplier or any of the Supplier Personnel is convicted of any criminal offence (other than an offence under any road traffic legislation for which a fine or non-custodial penalty is imposed); or
 - 23.2.4 the Supplier or any of the Supplier Personnel is guilty of any fraud or dishonesty or acts in any manner which, in the opinion of the Met Office brings, or is likely to bring, the Supplier or the Met Office into disrepute or is materially adverse to the interests of the Met Office.
- 23.3 The Supplier shall be entitled to terminate on not less than 20 (twenty) Business Days prior written notice to the Met Office:
- 23.3.1 this Framework Agreement and/or the relevant Order to which non-payment relates to if the Met Office fails to pay an undisputed sum due to the Supplier under an Order which in aggregate exceeds a sum equal to the mean monthly average of sums due and payable under the Order during the preceding 12 months and such amount remains outstanding 40 (forty) Business Days after the receipt by the Met Office of a notice of non-payment from the Supplier. The Supplier shall continue to perform all of its obligations under this Framework Agreement and all Orders and shall not suspend the supply of the Services and / or Goods, notwithstanding the existence of an unresolved dispute and/or any failure by the Met Office to pay any Fees and / or the Price, unless the Supplier is entitled to terminate this Framework Agreement and some or all relevant Orders under this clause 23.3.1 for failure to pay undisputed Fees and / or the Price;

23.3.2 any Services that are materially impacted by a Force Majeure event which affects the Met Office for a continuous period of more than three (3) months pursuant to clause 31.5 of this Part B (Framework Terms).

23.4 Unless expressed otherwise in the Commercial Terms, the Met Office shall be entitled to terminate the Framework Agreement or any Order for convenience at any time by giving the Supplier not less than fourteen (14) days written notice to that effect, in which event the Met Office's sole liability shall be to pay to the Supplier the sums due to it for Services or Goods delivered at the time of termination provided always that such payment shall not exceed the Price or the Fees payable under the Orders (as the case may be).

24 Consequences of termination

24.1 The expiry or earlier termination of this Framework Agreement shall not automatically terminate any Orders that are in existence at the time of such expiry or earlier termination.

24.2 On expiry or termination of this Framework Agreement and all Orders in their entirety:

24.2.1 subject to any rights and obligations which are expressed to continue pursuant to the terms of this Framework Agreement, each party shall, within 20 (twenty) Business Days of termination, deliver to the other party all documents and materials containing the other party's Confidential Information and (to the extent reasonably practicable) erase the same from its computer systems or, at the other party's written request and option, destroy them and provide evidence of their destruction to the other party;

24.2.2 the parties shall have no further obligations or rights under this Framework Agreement, without prejudice to those which have accrued to either party prior to termination or expiry save that:

24.2.2.1 clauses 1, 2, 9, 10, 11, 12, 14, 15, 16, 17, 19, 20, 21, 22, 24, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42 of this Part B (Framework Terms);

24.2.2.2 clauses 3, 5, 6 and 8 of Part C (Standard Services Terms); and

24.2.2.3 1,2, 7, 8, 9 and 12.2 of Part D (Standard Goods Terms),

together with those other clauses the survival of which is necessary for the interpretation or enforcement of this Framework Agreement or which by their nature can be reasonably interpreted as surviving the expiry or termination of this Framework Agreement, shall continue to have effect after such expiry or termination.

24.3 Prior to and following the expiry or termination (for whatever reason) of this Framework Agreement in whole or the termination of any Order, the Supplier shall, and shall procure that the Supplier Personnel shall co-operate in any tender process conducted by the Met Office for the purposes of selecting any Replacement Supplier and provide any advice, assistance, information or documentation reasonably required by the Met Office to effect a full and orderly handover of responsibility under this Framework Agreement (including, without limitation, any Services) to the Met Office and/or its Replacement Supplier.

25 Equality and diversity

25.1 The Supplier shall, and shall procure that Supplier Personnel shall:

25.1.1 comply with any and all applicable equality and anti-discrimination legislation and with the Met Office's then current equality and diversity policy, as may be amended from time to time, which will be provided by the Met Office to the Supplier on the

- Supplier's written request and which is and/or has been available at: <http://www.metoffice.gov.uk/about-us/jobs/diversity-and-equality>; and
- 25.1.2 perform its obligations under this Framework Agreement and all Orders in accordance with any other requirements and instructions which the Met Office reasonably imposes in connection with any equality obligations imposed on the Met Office at any time under applicable equality and anti-discrimination Law.

- 25.2 The Supplier shall take all necessary steps, and inform the Met Office of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

26 Environmental

The Supplier shall:

- 26.1 when working on Met Office premises, perform this Framework Agreement and any Orders in accordance with the Met Office environmental policy, which is committed to the prevention of pollution, reduction of our CO2 emissions, minimise the environmental impacts associated with all activities, products and services of the business;
- 26.2 follow a sound environmental management policy so that its activities comply with all applicable environmental legislation and regulations and that the Goods and/or Services (as the case may be) are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of, in ways that are appropriate from an environmental protection perspective;
- 26.3 comply with and maintain and ISO 14000/14001 certification for its environmental management; and
- 26.4 comply with all applicable environmental legislation and other requirements as appropriate to our business, which may apply in the performance of this Framework Agreement and any Orders.

27 Compliance Health and Safety

- 27.1 The Supplier shall promptly notify the Met Office of any health and safety hazards which may arise in relation to the provision of the Services and/or the delivery of Goods.
- 27.2 The Supplier shall inform all Supplier Personnel of all known health and safety hazards at the Premises and shall instruct those persons in relation to any necessary safety measures to be employed.
- 27.3 Whilst on the Premises the Supplier shall (and shall procure that the Supplier Personnel shall):
- 27.3.1 comply with any health and safety measures implemented by the Met Office and notified to the Supplier including, without limitation, any measures in respect of Met Office personnel and other persons working at the Premises;
- 27.3.2 ensure there is a minimum amount of disruption to Met Office's operations; and
- 27.3.3 that if any damage is sustained to the Premises as a result of the Supplier's performance of its obligations under Framework Agreement and any Orders, the Supplier shall (without prejudice to other rights and remedies available to the Met Office) forthwith reinstate the damaged part or parts of the premises to their previous condition or offer reasonable compensation as the Met Office shall reasonably determine. Any reinstatement is to be subject to the Met Office's final approval.

- 27.4 The Supplier shall notify the Met Office immediately in the event of any incident occurring in the performance of the Services and/or the delivery of Goods on the Premises where that incident causes any personal injury or any property which could give rise to personal injury.
- 27.5 The Supplier shall (and shall procure that Supplier Personnel shall) take all necessary measures to comply with the requirements of the Health and Safety at Work Act 1974 and any other Applicable Law relating to health and safety which may apply in relation to performance of the Services and/or the delivery of Goods.

Official Secrets Act and the Finance Act

- 27.6 The Supplier shall comply with the provisions of:
- 27.6.1 the Official Secrets Acts 1911 to 1989; and
- 27.6.2 section 182 of the Finance Act 1989.

28 Working at Government Sites and Met Office Premises

- 28.1 Where the Framework Agreement and/or any Order requires the Supplier or any of the Supplier Personnel to access a Government Site the following conditions shall apply:
- 28.1.1 the Supplier shall give at least 48 hours' notice to the representative of the Met Office notified to the Supplier before attempting to access the Government Site(s);
- 28.1.2 the Supplier shall comply (and shall ensure that all Supplier Personnel comply) with the Met Office Site Rules, a copy of which will be provided to the Supplier prior to such access being required; and
- 28.1.3 the Supplier shall ensure that all Supplier Personnel requiring access to Government Site(s) shall complete a security questionnaire and return it to the Met Office prior to accessing the Government Site(s). If the Met Office notifies the Supplier that a member of the Supplier Personnel shall not be granted security clearance to access the Government Site(s) then the Supplier shall replace the applicable member of Supplier Personnel with a suitable alternative.
- 28.2 The Supplier agrees and acknowledges that:
- 28.2.1 the Met Office has not given it any warranty or assurance as to the condition, safety or suitability for any purpose of any Premises or Government Site(s) and that, to the extent permitted by Law, access to and use of such Premises or Government Site(s) is at the Supplier's risk, and the Supplier shall be responsible for the health and safety of all Supplier Personnel at such Premises or Government Site(s);
- 28.2.2 neither it nor any of the Supplier Personnel shall at any time ever be entitled to exclusive possession of any Premises or Government Site(s) or any part of them to any other property from time to time owned or occupied by the Met Office;
- 28.2.3 the Met Office may restrict the access of the Supplier and Supplier Personnel to and use of facilities at any Premises or Government Site(s) which the Met Office, in its sole discretion, considers sensitive to the business or operations of the Met Office.
- 28.3 All of the Supplier's property located on Premises or Government Site(s) shall remain at the sole risk and responsibility of the Supplier, except that the Met Office shall be liable for the

loss of or damage to any of Supplier's property located on any Premises or Government Site(s) which is due to the negligent act or omission of the Met Office.

29 Dispute Resolution

- 29.1 Any disputes or disagreements in relation to Framework Agreement and any Orders will be resolved in the following way:
- 29.1.1 by discussion between the Designated Representatives (acting reasonably and in good faith with a view to resolving the dispute or disagreement);
 - 29.1.2 if no agreement is reached within ten (10) days of the meeting referred to in clause 29.1.1 of this Part B (Framework Terms) the dispute or disagreement shall be escalated to the Head of Procurement at the Met Office (or such other person as is notified to the Supplier by the Met Office in writing) and a representative of the Supplier of comparable rank to meet in good faith with a view to resolving the dispute or disagreement;
 - 29.1.3 if no agreement is reached within ten (10) days of the meeting referred to in clause 29.1.2 of this Part B (Framework Terms) the dispute shall be escalated to the Chief Financial Officer of the Met Office (or such other person as is notified to the Supplier by the Met Office in writing) and a representative of the Supplier of comparable rank to meet in good faith with a view to resolving the dispute or disagreement;
 - 29.1.4 if no agreement is reached within ten (10) days of the meeting referred to in clause 29.1.3 of this Part B (Framework Terms) the dispute shall be referred to mediation in accordance with clause 29.2 of this Part B (Framework Terms).
- 29.2 The parties will attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing (ADR notice) to the other party to the dispute requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than thirty (30) days after the date of the ADR notice.
- 29.3 If the parties are unable to reach a settlement in the negotiations at the mediation, and only if both parties so request and the Mediator agrees, the Mediator shall produce for the parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 29.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the parties (in accordance with clause 34 of this Part B (Framework Terms) where appropriate). The Mediator shall assist the parties in recording the outcome of the mediation.
- 29.5 If and to the extent that the parties do not resolve any dispute in the course of any mediation, either party may commence or continue court proceedings in respect of such unresolved dispute.
- 29.6 Nothing in this clause 29 of this Part B (Framework Terms) shall prevent either party from instigating legal proceedings where an order for an injunction, disclosure or legal precedent is required.

30 Assignment and Subcontracting

- 30.1 The Supplier shall not, without the prior written consent of the Met Office (such consent not to be unreasonably conditioned, withheld or delayed), assign, transfer or deal in any other

manner with this Framework Agreement or any Order or any of its rights and obligations under or arising out of this Framework Agreement or any Order, or purport to do any of the same.

- 30.2 Unless expressly provided for in the Commercial Terms or any Order the Supplier shall not sub-contract or delegate in any manner any or all of its obligations under any Order to any third party without the prior written consent of the Met Office (such consent not to be unreasonably withheld or delayed).
- 30.3 Sub-contracting any part or all of this Framework Agreement or any or all Orders shall not relieve the Supplier of any obligation or duty attributable to him under this Framework Agreement and the Supplier shall remain responsible for all acts and omissions of its sub-contractors and assignees and the acts and omissions of (i) those employed or engaged by its sub-contractors and assignees (ii) the Supplier Personnel as if they were its own.
- 30.4 The Supplier shall:
- 30.4.1 advertise all sub-contract opportunities arising after the Commencement Date from or in connection with the provision of the Goods and/or Services with a value in excess of £25,000 that arise during the Term on Contracts Finder. Such advert shall provide a full and detailed description of the sub-contract opportunity with each of the mandatory fields being completed;
 - 30.4.2 within 90 (ninety) days of awarding a sub-contract to a sub-contractor, update the notice on Contracts Finder with details of the successful sub-contractor and whether they are a Small and Medium sized Enterprise or a Voluntary, Community and Social Enterprise;
 - 30.4.3 monitor the number, type and value of the sub-contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
 - 30.4.4 provide reports on the information at clause 30.4.3 of this Part B (Framework Terms) to the Met Office in the format and frequency specified by the Met Office; and
 - 30.4.5 promote Contracts Finder to its approved suppliers and encourage company registration.

Notwithstanding this clause, the Met Office may by giving its approval, agree that a sub-contract opportunity is not required to be advertised on Contracts Finder. The circumstances in which the Met Office may give such consent may include situations where the Supplier can demonstrate that there are no sub-contract opportunities arising from this Framework Agreement and any and all Orders.

- 30.5 The Met Office may:
- 30.5.1 assign, novate or otherwise dispose of any or all of its rights and obligations under this Framework Agreement or any Order to any other Contracting Authority; or
 - 30.5.2 novate this Framework Agreement or any Order to any other body which substantially performs any of the functions that previously had been performed by the Met Office. If this transfer increases the burden of the Supplier's obligations under this Framework Agreement or any Order the Supplier shall be entitled to any increase in the Fees and/or Price (as the case may be) that is reasonable by way of compensation and which can be agreed in good faith by the parties,

and the Supplier shall, at the Met Office's request, enter into a novation agreement in such form as the Met Office shall reasonably specify in order to enable the Met Office to exercise its rights pursuant to this clause.

- 30.6 A change in the legal status of the Met Office shall not affect the validity of this Framework Agreement or any Order and this Framework Agreement and any Orders shall be binding on any successor body to the Met Office.
- 30.7 Where the Met Office has consented to the placing of sub-contracts, copies of each subcontract shall be sent by the Supplier to the Met Office immediately when it is issued and the Supplier shall include in that sub-contract provisions having the same effects as clauses 9.1-9.5, 9.7 and 30.4 of this Part B (Framework Terms) and requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as 9.1-9.5, 9.7 and 30.4 of this Part B (Framework Terms) and this clause 30.7.

31 Force Majeure

- 31.1 Notwithstanding anything else contained in this Framework Agreement or in any Order, provided that the affected party has complied with the provisions of clauses 31.2-31.3 of this Part B (Framework Terms), neither party shall be liable to the other for any loss arising from any failure or delay in performing its obligations in this Framework Agreement or any Order for as long as and only to the extent that such failure or delay is directly caused by Force Majeure. Where, as a result of a Force Majeure, the Supplier fails to perform its obligations in accordance with this Framework Agreement or in any Order the Supplier shall be entitled to receive payment of the Fees (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Framework Agreement and the relevant Order(s) during the occurrence of the Force Majeure.
- 31.2 Notwithstanding the foregoing in clause 31.1 of this Part B (Framework Terms), this Framework Agreement and any Order will remain in full force and effect for the duration of the Force Majeure subject to clause 31.5 of this Part B (Framework Terms) and the affected party shall use all reasonable endeavours to perform or resume performance of its obligations hereunder for the duration of the Force Majeure.
- 31.3 If either party becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall promptly notify the other party of details of the Force Majeure, its effect on the obligations of the affected party, the likely duration of the delay and any action the affected party proposes to take to mitigate its effect. The affected party shall use all reasonable efforts to prevent and mitigate the effects of the Force Majeure on the performance of its obligations hereunder. The parties shall, shortly after the Force Majeure starts and at regular intervals during the Force Majeure, consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure. Where the Supplier is the affected party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure.
- 31.4 Immediately after the end of the Force Majeure the affected party shall notify the other party in writing that the Force Majeure has ended and shall resume performance of its obligations under this Framework Agreement and any Order.
- 31.5 If either party is prevented from performance of substantially all of its obligations by Force Majeure for a continuous period of more than three (3) months in total, the non-affected party may terminate this Framework Agreement and/or any Order(s) or the affected Services pursuant to clauses 23.1.3 or 23.3.2 of this Part B (Framework Terms) (as appropriate), in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

32 Relationship of the Parties

Except as expressly provided otherwise in this Framework Agreement, nothing in this Framework Agreement or an Order, nor any actions taken by the parties pursuant to this Framework Agreement or an Order, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the parties, or authorise either party to make representations or enter into any commitments for or on behalf of any other party.

33 Notices

33.1 Any notice or other communication required to be given under the Framework Agreement or any Order shall be in writing and shall be delivered personally, or sent by pre-paid first class post, first class recorded delivery, special delivery or by commercial courier, to each party required to receive the notice or communication at its address as set out below or as otherwise specified by the relevant party by notice in writing to each other party:

Party	Address	For the attention of:
The Met Office	FitzRoy Road, Exeter, Devon EX1 3PB	The Met Office's Designated Representative with a copy to the Met Office's Head of Procurement.
The Supplier	As per the Commercial Terms	The name of the Supplier's Designated Representative set out in the Commercial Terms.

33.2 Any notice or other communication shall be deemed to have been duly received:

- 33.2.1 if delivered personally, when left at the address and for the contact referred to in this clause 33 of this Part B (Framework Terms); or
- 33.2.2 if sent by pre-paid first class post, at 9.00 am on the second Business Day after posting; or
- 33.2.3 if delivered by first class recorded delivery, special delivery or commercial courier, on the date and at the time that the Royal Mail or courier's delivery receipt is signed.

33.3 Unless expressly stated in this Framework Agreement or any Order, a notice or other communication required to be given under the Framework Agreement or any Order shall not be validly given if sent by e-mail.

33.4 The provisions of this clause 33 of Part B (Framework Terms) shall not apply to the service of any proceedings or other documents in any legal action.

34 Variation

34.1 No variation of the Framework Agreement or any Order shall be effective unless it is in writing and signed by a designated representative of each of the Met Office and the Supplier. For the avoidance of doubt, no variation of this Framework Agreement or any Order shall be valid if made by email. Any work that the Supplier may undertake before such signatures shall be at the Supplier's risk.

34.2 A written agreement to vary the Framework Agreement or any Order shall be obtained by:

- 34.2.1 a serially numbered amendment purchase order issued by the Met Office and shall only come into force when the Supplier has despatched to the Met Office an unqualified acceptance of the variation; or

34.2.2 the despatch by the Met Office of a serially numbered amendment letter as an unqualified acceptance of an offer from the Supplier

34.3 Unless expressly so agreed, no modification or variation of this Framework Agreement or any Order shall constitute or be construed as a general waiver of any provisions of this Framework Agreement or any Order, nor shall it affect any rights, obligations or liabilities under this Framework Agreement or any Order which have already accrued up to the date of such modification or waiver, and the rights and obligations of the parties under this Framework Agreement and any Order shall remain in full force and effect, except and only to the extent that they are so modified or varied.

35 Entire Agreement

35.1 The Framework Agreement constitutes the whole agreement and understanding between the Met Office and the Supplier and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of the Framework Agreement.

35.2 Each of the parties acknowledges and agrees that in entering into this Framework Agreement it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out herein. Each party irrevocably waives all claims, rights and remedies which but for this clause 35 of this Part B (Framework Terms) it might otherwise have had in relation to any of the foregoing.

35.3 Nothing in this clause shall limit or exclude any liability for fraud, fraudulent misrepresentation or fraudulent misstatement.

36 Rights of Third Parties

Save as expressly stated, a person who is not a party to the Framework Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

37 Waiver

37.1 The rights and remedies under this Framework Agreement and any and all Orders may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a party in ascertaining or exercising a right or remedy provided under this Framework Agreement or by law shall not constitute a waiver of that 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 any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

37.2 Unless otherwise provided in this Framework Agreement or an Order, rights and remedies under this Framework Agreement and any and all Orders are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

38 Severance

If any provision of this Framework Agreement or any Order (or part of any such provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Framework Agreement or Order (as appropriate), and the validity and enforceability of the other provisions of the Framework Agreement or Order (as appropriate) shall not be affected.

39 Publicity

The Supplier shall not make, or permit any person to make, any public announcement concerning the Framework Agreement or any Order or use the Met Office's name or brand in any promotion or marketing or announcement of this Framework Agreement or any Order without the prior written

consent of the Met Office except as required by Law or any governmental or regulatory authority or by any court or other authority of competent jurisdiction.

40 Non solicitation

The Supplier shall not, except with the prior written consent of the Met Office, directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the Met Office any person employed or engaged by the Met Office at any time during the Term or for a further period of six (6) months after the expiry or termination of this Framework Agreement other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party. The Supplier shall procure equivalent obligations from all sub-contractors engaged in relation to the provision of the Goods and/or Services.

41 Further Assurance

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

42 Law and Jurisdiction

42.1 The Framework Agreement and each Order shall be governed by and construed in accordance with the laws of England and Wales.

42.2 The parties irrevocably agree that, subject to clause 29 of this Part B (Framework Terms), the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Framework Agreement or its subject matter.



Framework Agreement for the Purchase and Supply of Goods and Services

Part C – Standard Service Terms

1 Duration

The Supplier shall provide the Services from the Service Commencement Date for the duration of the Services Term unless the relevant Service Related Order or this Framework Agreement is terminated earlier in accordance with clauses 23 and/or 31.5 of Part B (Framework Terms).

2 The Services

2.1 The Supplier shall provide the Services to the Met Office in accordance with:

- 2.1.1 the terms of this Framework Agreement;
- 2.1.2 the Specification;
- 2.1.3 (if applicable) the Service Levels;
- 2.1.4 Applicable Laws; and
- 2.1.5 Good Industry Practice.

2.2 The Met Office shall be entitled, at any time, to make a Service Variation Request. If the Met Office provides a Service Variation Request to the Supplier, then providing that the Supplier is willing and able to provide the Services as varied pursuant to the Service Variation Request, the Designated Representatives shall meet to discuss the scope of the Service Variation and the impact (if any) on the Fees and/or the timetable.

2.3 Subject to the Designated Representatives agreeing to a Service Variation the parties will, by written agreement in accordance with clause 34 of Part B (Framework Terms), amend the Specification to incorporate the agreed scope of the Service Variation.

3 Price and Payment for Services

3.1 In consideration of the provision of the Services by the Supplier in accordance with the terms of this Framework Agreement and the relevant Order(s), the Met Office shall pay the Fees as set out in the Pricing Schedule and Service Related Order, which shall specify whether they shall be on a time and materials basis, a fixed price basis or otherwise. Clause 3.3 of this Part C (Standard Services Terms) shall apply if the Supplier provides Services on a time and materials basis. Clause 3.4 of this Part C (Standard Services Terms) shall apply if the Supplier provides Services for a fixed price. The remainder of this clause 3 of this Part C (Standard Services Terms) shall apply in either case.

3.2 Where payment for Services is made by BACS or by Visa Purchasing Card the provisions of clauses 9.10 or 9.11 (as applicable) of Part B (Framework Terms) shall apply in precedence to any of the remaining provisions of this clause 3 of Part C (Standard Services Terms) to the extent that there is any conflict.

- 3.3 Where Services are provided on a time and materials basis:
- 3.3.1 the Fees payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates, as set out in the Pricing Schedule;
 - 3.3.2 the Supplier's standard daily fee rates for each individual person shall be calculated on the basis of an eight (8) hour day Business Day excluding lunch and coffee and tea breaks;
 - 3.3.3 the Supplier shall not be entitled to charge on a pro-rata basis for part-days unless it has the Met Office's prior written consent to do so;
 - 3.3.4 the Supplier shall ensure that every individual whom it engages on the Services completes time sheets recording time spent on the Services, and the Supplier shall use such time sheets to calculate the Fees covered by each monthly invoice referred to in clause 3.5 of this Part C (Standard Services Terms).
- 3.4 Where Services are provided for a fixed price, the Fees for the Services shall as set out in the relevant part of the Service Related Order (based on the rates set out in the Pricing Order).
- 3.5 The Supplier shall invoice the Met Office for the Fees monthly in arrears for Services performed in the preceding month to the Met Office's reasonable satisfaction and in accordance with the Framework Agreement and relevant Service Related Order. The invoice shall specify the Order Number and shall contain a breakdown of the Services performed. The Met Office reserves the right to reject any invoice not issued in accordance with this clause 3.5 of this Part C (Standard Services Terms).
- 3.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services. The Supplier shall allow the Met Office to inspect such records at all reasonable times on request.
- 3.7 If the Pricing Schedule and/or Service Related Order expressly provide that a separate or additional amount may be charged in respect of the cost of any hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by Supplier Personnel, the cost of any materials and/or the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services, such expenses, materials and services shall be invoiced by the Supplier at cost and in accordance with the current version of the Met Office's expenses policy, which is available on request. The Supplier shall obtain the Met Office's written approval before incurring any such expense, material or service exceeding any levels specified in the Pricing Schedule and/or Service Related Order. Invoices covering payment in respect of materials purchased by, or services provided to, the Supplier, or for reimbursement of expenses, shall be payable by the Met Office only if accompanied by relevant receipts.
- 3.8 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Framework Agreement or any Order nor be entitled to an increase in the Fees as the result of:
- 3.8.1 a General Change in Law; or
 - 3.8.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

4 Time

- 4.1 Unless otherwise stated in the Order the time of delivery of the Services shall be of the essence and if the Supplier fails to deliver the Services within the time period or on the date specified on the Order then, without prejudice to any other rights which it may have, the Met Office reserves the right to:

- 4.1.1 cancel the Order in whole or in part;
 - 4.1.2 refuse to accept any provision of Services which the Supplier attempts to make;
 - 4.1.3 recover from the Supplier any expenditure reasonably incurred by the Met Office in obtaining the Services in substitution from another supplier; and
 - 4.1.4 claim damages from the Supplier for any additional Losses incurred by the Met Office which are in any way attributable to the Supplier's failure to deliver the Services on the due date.
- 4.2 If the Supplier becomes aware that there will be, or there is reasonably likely to be, a delay in the delivery of the Services the Supplier shall notify the Met Office without delay in writing and use all reasonable endeavours to eliminate or mitigate the consequences of any delay or anticipated delay.

5 Warranties

- 5.1 In addition to the warranties, representations and undertakings in Part B (Framework Terms), the Supplier warrants, represents and undertakes that:
- 5.1.1 the Services will conform with all descriptions and specifications provided to the Met Office by the Supplier (including the Specification);
 - 5.1.2 it shall devote such time as shall be necessary for the full and proper provision of the Services to the satisfaction of the Met Office;
 - 5.1.3 it shall give to the Met Office's Designated Representative such written or oral advice, information, evaluation or report regarding the Services (or any part thereof) as the Met Office's Designated Representative shall reasonably require;
 - 5.1.4 it shall obey all lawful and reasonable directions of the Met Office's Designated Representative and abide by the terms of any relevant Met Office internal policy or procedure;
 - 5.1.5 it shall not introduce or permit the introduction of any Malware into the Met Office's information technology systems and when the Services are provided to the Met Office that the Services shall be free from all Malware and that for this purpose, the Supplier warrants that it shall, prior to delivery of the Services and as an enduring obligation throughout the Term, use comprehensive and up-to-date screening software from an industry accepted vendor for such Malware;
 - 5.1.6 it shall not in any way destroy, damage or corrupt any software or data on the Met Office's information technology systems; and
 - 5.1.7 it shall not attempt to access, use or interfere with the communications systems, information technology systems or data used by the Met Office unless expressly authorised to do so under this Framework Agreement or under an Order.

6 Ownership of Materials

- 6.1 The parties acknowledge and agree that each party shall retain ownership of its Background IPRs and, save as expressly provided in this Framework Agreement, neither the Supplier nor the Met Office shall receive any right, title or interest in or to the Intellectual Property Rights of the other.

- 6.2 The Met Office hereby grants for the Services Term and any exit period for the relevant Order pursuant to clause 24.3 of Part B (Framework Terms), a royalty-free, irrevocable, non-transferable, worldwide, non-exclusive licence to access, use, configure, copy and internally distribute the Met Office Background IPRs solely for the purpose of and to the extent necessary for the provision of the Services by the Supplier.
- 6.3 The Supplier hereby grants for the Services Term and any exit period for the relevant Order pursuant to clause 24.3 of Part B (Framework Terms), a royalty-free, irrevocable, non-transferable, non-exclusive, worldwide licence to access, use, configure, copy and internally distribute the Supplier Background IPRs solely for the purpose of and to the extent necessary for the receipt and use of the Services by the Met Office or the exercise of its (or any other Central Government Body's) business or function with the right to sub-licence on terms no broader than those granted hereunder. Where the Met Office or any Replacement Supplier requires a further licence (of the type referred to in this clause 6.3 of this Part C (Standard Services Terms) after any such period, the Supplier shall grant (or procure the grant of) a licence to each such person on substantially the same terms to those contained in this clause 6.3 of this Part C (Standard Services Terms).
- 6.4 In consideration of the payment of the Fees by the Met Office to the Supplier, the Supplier hereby assigns to the Met Office and its successors and assigns (to hold on behalf of the Crown) with full title guarantee, free from all third party rights and with effect from the date of creation of the Foreground IPRs all the Supplier's right, title and interest in and to any and all present and future Intellectual Property Rights throughout the world in any Foreground IPRs. The Supplier shall, at its own expense, execute and sign all documents and instruments reasonably necessary, in the opinion of the Met Office, for the Met Office to obtain, defend and enforce its rights in the Foreground IPRs.
- 6.5 The Supplier agrees to waive any claim to moral rights conferred on the Supplier by the Copyright, Designs and Patents Act 1988 or any rights of a similar nature under Laws now or in the future in force in any jurisdiction which the Supplier may have in and to any and all Foreground IPRs.
- 6.6 With effect from the date of assignment specified in clause 6.4 of this Part C (Standard Services Terms), the Met Office hereby grants to the Supplier a non-exclusive, royalty-free licence to use the Foreground IPRs during the Term and (to the extent applicable) the period an Order survives termination of this Agreement solely for the purpose of delivering the Services to the Met Office in accordance with this Framework Agreement and the relevant Orders. The Supplier acknowledges and agrees that it shall not use the Foreground IPRs after the date of assignment specified in clause 6.3 of this Part C (Standard Services Terms) other than to provide the Services to the Met Office under this Framework Agreement and the relevant Orders and any extension of the scope of this licence shall require the express written agreement of the Met Office.
- 6.7 To the extent that Third Party IPRs are used in the provision of the Services, the Supplier shall disclose the existence of such Third Party IPRs to the Met Office before the relevant Order Commencement Date and procure the grant, for the Services Term and any exit period for the relevant Order pursuant to clause 24.3 of Part B (Framework Terms), of a royalty-free, irrevocable, non-transferable, non-exclusive licence to access, use, configure, copy and internally distribute such Third Party IPRs (with the right to sub-licence on terms no broader than those granted hereunder) solely for the purpose of and to the extent necessary for:
- 6.7.1 in respect of the Met Office, the receipt and use of the Services and the exercise of its (or any other Central Government Body's) business or function; and
- 6.7.2 in respect of the Met Office and any Replacement Supplier, the transition to, and the provision, receipt and use of, services replacing the Services, provided that the Supplier shall only be required to obtain licences on reasonable terms from such third parties so that the Met Office and any

Replacement Supplier may exercise its rights set out hereunder after the Services Term.

6.8 The Supplier shall on request by the Met Office and at its expense, promptly deliver to the Met Office all copies of Materials (including the Foreground IPRs) in its control or possession.

6.9 The provisions of this clause 6 shall survive the expiration or termination of this Framework Agreement.

7 Review

7.1 Unless otherwise determined by the Met Office the Designated Representatives shall meet at least once every calendar month and more frequently if agreed (the "**Review Meetings**") to ensure the smooth operation of this Framework Agreement, and in particular to discuss:

7.1.1 the procedures used in the provision of the Services;

7.1.2 (if applicable) the suitability of the Service Levels; and

7.1.3 the performance by each party of its obligations under this Framework Agreement or any Order in force at that time.

7.2 Representatives from any relevant third parties may attend any Review Meeting only by prior agreement between the parties.

7.3 With effect from the Service Commencement Date, the Supplier shall monitor performance of the Services against any applicable Service Levels and report in writing to the Met Office on a monthly basis on such performance.

7.4 Without prejudice to the Met Office's rights of audit in accordance with clause 10 of Part B (Framework Terms), the Met Office shall be entitled, on reasonable notice, to attend the Supplier's premises to observe the performance of the Services.

8 Employees

8.1 The Supplier shall (on receipt of written request from the Met Office) provide a schedule of named individuals who are Supplier Personnel and who are substantially or wholly employed or engaged in the provision of Goods and/or Services (whether temporarily or permanently and whether under a contract of service or a contract of services).

8.2 The Supplier shall (on receipt of written request from the Met Office) provide details of all remuneration and benefits together with copies of all service contracts and/or contracts for services which apply to the Supplier Personnel who are substantially or wholly employed or engaged in the provision of Goods and/or Services (whether temporarily or permanently and whether under a contract of service or a contract of services), clearly identifying which contract applies to which individual.

8.3 The Supplier shall indemnify, keep indemnified, defend (subject to the Met Office's and/or any Replacement Supplier's (as applicable) approval rights over any settlement and right to assume control of such defence at any time) and hold the Met Office, any Replacement Supplier, their employees and agents harmless against all Losses arising from or in connection with any act, omission, obligation or liability of the Supplier, the Met Office, any Replacement Supplier or any of their agents or sub-contractors or any other event occurring before, during or after the expiry or termination of this Framework Agreement or any Order for which the Met Office or the Replacement Supplier is (or is alleged to be) liable by reason of the operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006 in connection with the termination of this Framework Agreement (whether in whole or in part) or the termination of a Service Related Order, or otherwise by operation of Law.

- 8.4 The Supplier shall use all reasonable endeavours to minimise the number of changes in Supplier Personnel and bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel.

9 Services Improvement

- 9.1 The Supplier shall have an on-going obligation throughout the Term to identify new or potential improvements to the Services in accordance with this clause 9. As part of this obligation the Supplier shall identify and report to the Met Office once every 12 (twelve) months on:
- 9.1.1 the emergence of new and evolving relevant technologies which could improve the IT Environment and/or the Services, and those technological advances potentially available to the Supplier and this Framework Agreement which the parties may wish to adopt;
 - 9.1.2 new or potential improvements to the Services including the quality, responsiveness, procedures, likely performance mechanisms and customer support services in relation to the Services;
 - 9.1.3 new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or this Framework Agreement which might result in efficiency or productivity gains or in reduction of operational risk;
 - 9.1.4 changes in business processes and ways of working that would enable the Services to be delivered at lower cost and/or with greater benefits to this Framework Agreement; and/or
 - 9.1.5 changes to the IT Environment, business processes and ways of working that would enable reductions in the total energy consumed in the delivery of Services.
- 9.2 The Supplier shall ensure that the information that it provides to this Framework Agreement shall be sufficient for this Framework Agreement to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Met Office requests.
- 9.3 If the Met Office wishes to incorporate any improvement identified by the Supplier the Met Office shall send the Supplier a change request and the requested change shall be dealt with in accordance with clause 34 of Part B (Framework Terms).



Framework Agreement for the Purchase and Supply of Goods and Services

Part D – Standard Goods Terms

1 The Goods

- 1.1 The Supplier shall ensure that the Goods shall:
- 1.1.1 be provided to the satisfaction of the Met Office;
 - 1.1.2 conform in all respects to the Specification set out in the Goods Related Order;
 - 1.1.3 be new and not used in any way (unless otherwise specified in the Goods Related Order);
 - 1.1.4 be fit for the purpose for which the Goods are ordinarily used;
 - 1.1.5 be free from defects in design or workmanship;
 - 1.1.6 be free from all Malware and that for this purpose, the Supplier warrants that it shall, prior to delivery of the Goods, use comprehensive and up-to-date screening software from an industry accepted vendor for such Malware; and
 - 1.1.7 conform in all respects to Applicable Law.
- 1.2 If the Supplier (or any of the Supplier's sub-contractors or agents) provides Goods Related Services then the Supplier shall comply with the applicable provisions of Part C (Standard Services Terms) in relation to that supply.

2 Price and Payment

- 2.1 Where payment for Goods is made by BACS or by Visa Purchasing Card the provisions of clauses 9.10 or 9.11 (as applicable) of Part B (Framework Terms) shall apply in precedence to any of the remaining provisions of this clause 2 of this Part D (Standard Goods Terms) to the extent that there is any conflict.
- 2.2 In consideration for the supply of Goods by the Supplier in accordance with this Framework Agreement and the relevant Orders, the Met Office shall pay the Price, as set out in the Pricing Schedule and Goods Related Order.
- 2.3 The Supplier shall invoice the Met Office for the Price following delivery in full and acceptance of the Goods by the Met Office, in accordance with this Part D (Standard Goods Terms). The invoice shall specify the Purchase Order number and shall contain a breakdown of the Goods delivered. The Met Office reserves the right to reject any invoice not issued in accordance with this clause 2.3 of this Part D (Standard Goods Terms). In the event that the Met Office agrees in writing to accept delivery by instalments, the Supplier shall provide a separate invoice for each instalment.
- 2.4 Unless otherwise stated in the Pricing Schedule or the Goods Related Order the Price shall include where applicable, all carriage, shipping, freight and insurance charges in relation to the Goods.

3 Inspection

- 3.1 The Supplier shall at the Supplier's expense provide any programmes of manufacture and delivery that the Met Office may reasonably require. The Supplier shall notify the Met Office without delay in writing if the Supplier's progress falls behind or the Supplier becomes aware that it may fall behind any of these programmes and use all reasonable endeavours to eliminate or mitigate the consequences of any delay or anticipated delay.
- 3.2 The Supplier shall allow, and shall procure that its sub-contractors allow, the Met Office or its designated representatives to make any inspections or to carry out any test as it may reasonably require at reasonable times during the manufacture or development of the Goods and the Supplier shall allow (and shall procure that its sub-contractors allow) the Met Office or its designated representatives access to the Supplier's premises free of charge for such purposes.
- 3.3 No approval given during such inspections or tests shall be deemed to constitute acceptance by the Met Office of the Goods. If following such inspections or tests the Met Office informs the Supplier that it is not satisfied that the Goods will comply in all respects with the Framework Agreement and Goods Related Order then the Supplier shall immediately take such steps as are necessary to ensure compliance prior to delivery of the Goods.
- 3.4 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under this Framework Agreement and all relevant Orders, and the Met Office shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions. Any such testing shall not affect the Met Office's right subsequently to reject all or any element of the Goods to which the testing relates.

4 Delivery

- 4.1 The Supplier shall deliver the Goods to the Delivery Location(s). Delivery of the Goods shall be completed on the completion of unloading the Goods from the transporting vehicle at the Delivery Location (including off-loading and stacking) and the Met Office signing for the delivery.
- 4.2 The Supplier shall ensure that:
 - 4.2.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
 - 4.2.2 each delivery of the Goods is accompanied by a delivery note ("**Delivery Note**") which shows the Order number, the date of the order, the number of packages, the type and quantity of the Goods (including the code numbers of the Goods where applicable) and, in the case of a part delivery, the outstanding balance of Goods remaining to be delivered.
- 4.3 Prior to the delivery of any of any consignment of Goods, the Supplier shall deliver to the Met Office at the Delivery Location an advice note specifying the method of transport to be used in delivery, the place and date of despatch, the number of packages, their weight and volume. If delivery is to a Delivery Location not occupied by the Met Office, prior to the delivery of such consignment of Goods, the Supplier shall send such advice note to the third party and send a copy to the Met Office.
- 4.4 If any of the Goods are damaged in transit or if, having been placed in transit, any of the Goods fail to be delivered to the Delivery Location(s) the Supplier shall either replace or repair (at the Met Office's option) such damaged or undelivered Goods as soon as possible and at its own expense, and delivery will not be deemed to have taken place until replacement or repaired items have been delivered to the Met Office's reasonable satisfaction.
- 4.5 Unless specifically agreed otherwise, the Supplier shall be responsible for arranging and paying for all costs of delivery of the Goods in accordance with this clause 4 of this Part D (Standard Goods

Terms). The Supplier shall be responsible for addressing the outer packaging of the Goods in accordance with the instructions of the Met Office.

- 4.6 Unless otherwise stipulated by the Met Office, deliveries shall only be accepted by the Met Office during Normal Business Hours.
- 4.7 The time of delivery of the Goods shall be of the essence and if the Supplier fails to deliver the Goods within the time period or on the dates specified in the Order or the Goods do not comply with clause 1 of this Part D (Standard Goods Terms) and / or clause 18 of Part B (Framework Terms) then, without prejudice to any other rights which it may have, the Met Office reserves the right to:
- 4.7.1 cancel the Order in whole or in part;
 - 4.7.2 reject the Goods in whole or in part and return them to the Supplier at the Supplier's expense;
 - 4.7.3 refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 4.7.4 recover from the Supplier any expenditure reasonably incurred by the Met Office in obtaining the Goods in substitution from another supplier; and
 - 4.7.5 claim damages from the Supplier for any additional Losses incurred by the Met Office which are in any way attributable to the Supplier's failure to deliver the Goods on the due date.
- 4.8 Where the Met Office agrees to accept delivery of the Goods by instalments the Order shall be construed as a single contract in respect of each instalment provided that the failure by the Supplier to deliver any one instalment shall entitle the Met Office (at its option) to treat the whole Order as repudiated.
- 4.9 If the Goods are delivered to the Met Office in excess of the quantities ordered the Met Office shall not be obliged to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable to the Supplier at the Supplier's expense.
- 4.10 If the Supplier requires access to Premises in order to deliver the Goods, such access shall be provided (or procured to be provided) by the Met Office subject to the Supplier acknowledging that, to the extent permitted by Law, the Met Office shall accept no liability whatsoever in relation thereto and the Supplier shall indemnify on demand, defend and hold harmless the Met Office against any and all Losses suffered or incurred by the Met Office in connection with any damage or injury occurring in the course of delivery or installation of the Goods to the extent that such damage or injury is caused by any act or omission of the Supplier or its employees, agents or sub-contractors.

5 Acceptance and rejection.

- 5.1 If the Goods (or any instalment of the Goods) delivered to the Met Office are, in the Met Office's reasonable opinion, defective or in any way do not comply with the terms of this Framework Agreement and Goods Related Order (including, without limitation, the Specification), the Met Office shall have the right exercisable by written notice to the Supplier: (i) within twenty (20) Business Days of receipt of the Goods; (ii) if applicable, within twenty (20) Business Days of completion of the Acceptance Tests, to reject the Goods which do not comply and in such circumstances, if required by the Met Office in writing, the Supplier shall:
- 5.1.1 repair or replace the non-conforming Goods such that they do conform to the Specification; or

5.1.2 provide the Met Office with a refund in respect of any payment made for the rejected Goods and any delivery, installation, maintenance or associated costs.

5.2 The Supplier must collect all rejected Goods within a reasonable time of rejection or the Met Office shall return the Goods to the Supplier at the Supplier's risk and expense.

6 Labelling and Packaging

6.1 Without prejudice to the generality of clause 1.1.6 of this Part D (Standard Goods Terms), the Supplier shall:

6.1.1 ensure that each package containing Goods shall be clearly labelled with the Order Number, the net, gross and tare weights, a description of the contents, any other instructions of the Met Office and Applicable Laws (including, without limitation, the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 and the Packaging (Essential Requirements) Regulations 2015;

6.1.2 ensure that all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings in accordance with Applicable Laws;

6.1.3 if the Goods consist of or include electrical or electronic equipment, manage that equipment and any associated consumables at the end of life in accordance with the Waste Electrical and Electronic Equipment Regulations 2006; and

6.1.4 ensure that the Goods shall be packed and marked in an appropriate manner to protect the Goods from damage and in accordance with the Met Office's instructions, any statutory requirements and any requirements of the carriers.

6.2 The Supplier shall indemnify on demand, defend and hold harmless the Met Office against any and all Losses suffered or incurred by the Met Office as a result of or in connection with a failure by the Supplier to comply with clause 6.1 of this Part D (Standard Goods Terms).

6.3 If the Supplier requires the Met Office to return any packaging material to the Supplier that requirement must be clearly stated on the Delivery Note and any such packaging material shall only be returned to the Supplier at the cost and risk of the Supplier.

6.4 The Supplier shall, without additional cost to the Met Office, give a preference to the use of recycled materials in the manufacture of packaging used to deliver the Goods and shall use all reasonable endeavours to minimise the packaging used in delivery of the Goods. The Supplier shall review and revise its packaging specifications on at least an annual basis to ensure that it contains no unnecessary limitations on the use of recycled materials.

6.5 The Supplier shall promptly provide all such information regarding the environmental impact of any Goods supplied under an Order or regarding the compliance by the Supplier of its obligations under this clause 6 of this Part D (Standard Goods Terms) as the Met Office may reasonably require.

7 Warranty

In addition to the warranties, representations and undertakings in clause 18 of Part B (Framework Terms), if any Goods become defective within the Warranty Period other than as a result of a failure of the Met Office to use the Goods in accordance with the written instructions provided by the Supplier to the Met Office (any such instructions shall be provided by the Supplier to the Met Office before the relevant Order Commencement Date) then the Supplier shall repair or replace the defective Goods as soon as is reasonably practicable following request of the Met Office. The Supplier must collect all

such defective Goods within a reasonable time of such request or the Met Office shall return the Goods to the Supplier at the Supplier's risk and expense. If the defective Goods are incapable of being replaced or repaired then the Supplier shall refund to the Met Office the total Price paid by the Met Office to the Supplier for such Goods. The Supplier will ensure that compatible spares are available to facilitate repairs (where applicable) for a period of at least ten (10) years from the date the Goods were originally delivered. The Supplier shall pass to the Met Office the benefit of any guarantee and/or warranty secured from its suppliers and any manufacturer guarantee in respect of the Goods.

8 Title and Risk

- 8.1 The Supplier shall bear all risks of loss or damage to the Goods until they have been delivered in accordance with clause 4.1 of this Part C (General Goods Terms) and shall insure for such risks accordingly.
- 8.2 Ownership of the Goods shall pass to the Met Office:
 - 8.2.1 when the Goods are delivered (but without prejudice to the Met Office's rights of rejection); or
 - 8.2.2 if the Met Office makes any advance or staged payment, at the time such payment is made, in which case the Supplier shall as soon as reasonably possible mark the Goods as the Met Office's property.

9 Met Office Property

Materials, equipment, tools or any Intellectual Property Rights in all drawings, specifications, materials, equipment, tools and data supplied by the Met Office to the Supplier or not so supplied but used by the Supplier specifically in the manufacture of the Goods shall at all times be and remain the exclusive property of the Met Office but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Met Office and shall not be disposed of other than in accordance with the Met Office's written instructions, nor shall such items be used otherwise than as authorised by the Met Office in writing.

10 Health and Safety

- 10.1 Without prejudice to the provisions of clause 1.1.6, the Supplier shall ensure that the Goods are designed and manufactured so as to be safe and without risk to the health and safety of the users and the Supplier shall make available to the Met Office adequate information about the use for which the Goods have been designed and tested.
- 10.2 The Supplier shall indemnify on demand, defend and hold harmless the Met Office against any and all Losses suffered or incurred by them as a result of or in connection with a breach by the Supplier of clause 10.1 of this Part C (Standard Goods Terms).

11 Termination

- 11.1 The Met Office may terminate any Order or delivery in whole or in part until the point at which the Goods which are the subject of such order or delivery have been received by Met Office in accordance with this Framework Agreement (including clause 4.1 of this Part D (Standard Goods Terms)) and any terms in the Order by giving the Supplier written notice, whereupon the Supplier shall discontinue all work in relation to such Goods. The Met Office shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include direct or indirect loss of anticipated profits or any other indirect, special or consequential loss.
- 11.2 On expiry or termination of the Framework Agreement or any Order that is relevant to the Goods, if any part of the Price has been paid by the Met Office in advance, the Supplier shall refund any part of such Price relating to Goods to be delivered on or after the date of termination or expiry.



Framework Agreement for the Purchase and Supply of Goods and Services

Part E – Special Terms

N/A