DATED:

FRAMEWORK AGREEMENT FOR THE PROVISION OF TECHNICAL CONSULTANCY SERVICES

between

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT

and

[SUPPLIER]

Brent Legal Services
London Borough of Brent
Brent Civic Centre
Engineers Way
Wembley
HA9 0FJ

Ref:

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This agreement is dated [DATE]

Parties

(1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT** whose principal place of business is at Brent Civic Centre, Engineers Way, Wembley, Middx, HA9 0FJ (**Authority**)

(2) [**FULL COMPANY NAME**] incorporated and registered in England and Wales with company number [Number] whose registered office is at [Registered Office Address] (**Supplier**)

BACKGROUND

(A) The Authority placed a contract notice [Reference] on [Date] on the UK e-notification service seeking expressions of interest from potential suppliers for the provision of Services (divided into Lots) to itself and the Other Contracting Bodies identified in the contract notice under a framework agreement.

(B) Following receipt of expressions of interest, the Authority invited potential suppliers (including the Supplier) on [Date] to tender for the provision of Technical Consultancy services.

(C) On the basis of the Supplier's Tender, the Authority selected the Supplier to enter a framework agreement to provide services to the Authority who will place Orders under the Lots in accordance with this Framework Agreement.

(D) This Framework Agreement sets out the procedure for ordering Services, the main terms and conditions for the provision of the Services and the obligations of the Supplier under this Framework Agreement.

(E) It is the Parties' intention that Authority has no obligation to place Orders with the Supplier under this Framework Agreement or at all.

Agreed terms

1. Definitions and interpretation

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

Approval: means the prior written approval of the Authority.

Audit: means an audit carried out pursuant to clause 10.

Auditor: means the Authority's internal and external auditors, including the Authority's statutory or regulatory auditors, the Comptroller and Auditor General, their staff or any appointed representatives of the National Audit Office, HM Treasury or the Cabinet Office, any party formally appointed by the Authority to carry out audit or similar review functions and the successors or assigns of any Auditor.

Authorised Representative: means the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in clause 29.

Award Criteria: means the Standard Services Award Criteria and/or the Competed Services Award Criteria as the context requires.

Call-off Terms and Conditions: means the terms and conditions in Schedule 5.

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

Commencement Date: means [Date].

Competed Services: means the Services set out in Part 1 of Schedule 1 procured by way of a mini-competition using the Competed Services Award Criteria.

Competed Services Award Criteria: means the award criteria to be applied when conducting a mini-competition held for the award of Contracts for Services as set out in Schedule 2 and the Order Form.

Complaint: means any formal complaint raised in relation to the Supplier's performance under the Framework Agreement or under any Contract in accordance with clause 18.

Confidential Information: means any information of either Party, however it is conveyed, that relates to the business, assets, affairs, developments, trade secrets, operations, processes, product information, know-how, designs or software, personnel and customers, clients, suppliers of the Parties, including Personal Data, Intellectual Property Rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this agreement, the terms of this agreement and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Contract: means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between the Authority and the Supplier comprising an Order Form, its appendices, and the Call-off Terms and Conditions (as may be amended pursuant to clause 4.3).

Contract Notice: means the contract notice [Reference and Date] published in the UK e-notification service.

Controller: as defined in the Data Protection Legislation.

Default: means any breach of the obligations of the relevant Party under a Contract (including fundamental breach or breach of a fundamental term or material breach as defined in the Call-off Terms and Conditions) or any other default, act, omission,

negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

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

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

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

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

Framework Agreement: means this agreement and all Schedules to this agreement as varied from time to time.

Framework Agreement Variation Procedure: means the procedure set out in 0.

Framework Providers: means the Supplier and other suppliers appointed as framework providers under this Framework Agreement.

Framework Year: means any 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.

GHG emissions: means emissions of the greenhouse gases listed at Annex A of the 1998 Kyoto Protocol to the United Nations Framework Convention on Climate Change, as may be amended from time to time including carbon dioxide (C02), methane (CH4), nitrous oxide (N20), nitrogen trifluoride (NF3), hydrofluorocarbons, perfluorocarbons, and sulphur hexafluoride (SF6), each expressed as a total in units of carbon dioxide equivalent.

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

Information: has the meaning given under section 84 of the FOIA.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off [or unfair competition], rights in designs, rights in computer software, database rights,

rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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.

Law: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier is bound to comply.

Lots: means the Services divided into lots as referred to in the Contract Notice and set out in **Error! Reference source not found.**.

Management Information: means the management information specified in Schedule 6.

Month: means a calendar month.

Order: means an order for Services sent by any Customer to the Supplier in accordance with the award procedures in clause 4.

Order Form: means a document setting out details of an Order in the form set out in Schedule 4 or as otherwise agreed in accordance with clause 4.7.

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

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

Party: means the Authority and/or the Supplier.

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

Processor: as defined in the Data Protection Legislation.

Price Books: means the pricing books set out in Schedule 3.

Prohibited Act: the following constitute Prohibited Acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;

(c) committing any offence:

(i) under the Bribery Act 2010;

(ii) under legislation creating offences concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority;

(iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority; or

(iv) of defrauding attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017).

(d) any activity, practice or conduct which would constitute one of the offences listed under © if such activity, practice or conduct had been carried out in the UK.

Regulations: means the Public Contracts Regulations 2015 (*SI 2015/102*).

Regulatory Bodies: means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Authority.

Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

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

Services: means the Technical Consultancy services detailed in Schedule 1.

Services Direct Award Criteria: means the award criteria to be applied for the direct award of Contracts for Services in respect of Lot 1 and 2 valued at less than £100,000 and Contracts for Services in respect of Lot 3, 4, 5 and 6 valued at less than £50,000 as set out in Schedule 2.

Social Value: means the Authority's objectives in relation to The Public Services (Social Value) Act 2012 that requires public authorities to have regard to economic, social and environmental wellbeing in connection with public services contracts.

SQ Response: means the response to the standard selection questionnaire submitted by the Supplier to the Authority on [Date].

Staff: means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Framework Agreement or Contracts.

Subcontract: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

Subcontractor: the contractors or service providers that enter into a Subcontract with the Supplier.

Supplemental Tender: means the documents submitted to the Authority in response to the Authority's invitation to Framework Providers for formal offers to supply it with Competed Services.

Supplier's Lots: means the lots to which the Supplier has been appointed under this Framework Agreement as set out in Schedule 1

Supplier Personnel: means all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

Sustainability report: the report to be submitted to the Authority by the Supplier in accordance with clause 31.4.

Tender: means the tender submitted by the Supplier to the Authority on [Date].

Term: means the period commencing on the Commencement Date and ending four years after the Commencement Date or on earlier termination of this Framework Agreement.

Termination Date: means the date of expiry or termination of this Framework Agreement.

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

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

Year: means a calendar year.

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

(a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;

(b) words importing the masculine include the feminine and the neuter;

(c) the words "include“, "includes" add "including" are to be construed as if they were immediately followed by the words "without limitation";

(d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees.

(e) reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;

(f) unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time;

(g) headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;

(h) the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;

(i) references in this Framework Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Framework Agreement so numbered;

(j) references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered; and

(k) reference to a clause is a reference to the whole of that clause unless stated otherwise;

(l) reference to writing or written excludes fax and email if regarding notices; and

(m) any obligation on a party not to do something includes an obligation not to allow that thing to be done.

Part one: framework arrangements and award procedure

2. Term of Framework Agreement

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

3. Scope of Framework Agreement

3.1 This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Services by the Supplier.

3.2 The Authority appoints the Supplier as a Framework Provider of the Services and the Supplier shall be eligible to receive Orders for such Services from the Authority during the Term.

3.3 The Authority may at their absolute discretion and from time to time order Services from the Supplier in accordance with the ordering procedure set out in clause 4 during the Term.

3.4 If and to the extent that any Services under this Framework Agreement are required the Authority shall:

(a) enter into a contract with the Supplier for these Services materially in accordance with the terms of the Contract; and

(b) comply with the ordering procedure in clause 4.

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

3.6 The Authority shall not in any circumstances be liable to the Supplier for payment or otherwise in respect of any Services provided by the Supplier to any other Contracting Body or Authority.

4. Award procedures

Awards under the Framework Agreement

4.1 If the Authority decides to source Services through the Framework Agreement then it may:

(a) award a Contract valued at under £100,000 for Lots 1 and 2 by way of a direct award in accordance with the terms laid down in this Framework Agreement without re-opening competition; or

(b) award a Contract valued at under £50,000 for Lots 3, 4, 5 and 6 by way of a direct award in accordance with the terms laid down in this Framework Agreement without re-opening competition; or

(c) award a Contract of any value following a mini-competition conducted in accordance with the requirements of clause 4.3.

Awards without re-opening competition)

4.2 Any ordering of Services under the Framework Agreement without re-opening competition shall:

(a) identify the relevant Lot which its Services requirements fall into;

(b) send an Order to the Framework Provider ranked highest following the evaluation of its Tender as set out in Schedule 2;

(c) if the Framework Provider who was ranked highest is not able to provide the Services, send an Order to the Framework Provider ranked next highest;

(d) repeat the process set out in clause 4.2(c) until the Order is fulfilled or there are no further Framework Providers qualified to fulfil it.

Competed Services (awards following mini-competitions)

4.3 Any ordering for Competed Services under the Framework Agreement shall:

(a) identify the relevant Lot(s) that its Competed Services requirements fall into;

(b) identify the Framework Providers capable of performing the Contract for the Competed Services requirements;

(c) supplement and refine the Call-off Terms and Conditions only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;

(d) invite tenders by conducting a mini-competition for its Competed Services requirements in accordance with the Regulations and Guidance and in particular:

(i) consult in writing the Framework Providers capable of performing the Contract for the Competed Services requirements and invite them within a specified time limit to submit a Supplemental Tender;

(ii) set a time limit for the receipt by it of the Supplemental Tenders which takes into account factors such as the complexity of the subject matter of the Contract and the time needed to submit tenders; and

(iii) keep each Supplemental Tender confidential until the expiry of the time limit for the receipt by it of the Supplemental Tenders;

(e) apply the Competed Services Award Criteria to any compliant Supplemental Tenders submitted through the mini-competition; and

(f) subject to clause 4.5 place an Order with the successful Framework Provider.

4.4 The Supplier agrees that all Supplemental Tenders submitted by the Supplier in relation to a mini-competition held pursuant to this clause 4 shall remain open for acceptance for 30 days (or such other period specified in the invitation to tender issued by the relevant Customer in accordance with this clause 4).

4.5 Notwithstanding the fact that the Authority has followed the procedure set out above for Competed Services, the Authority may cancel, postpone, delay or end the procedure without placing an Order for Services or awarding a Contract. Nothing in this Framework Agreement shall oblige the Authority to place any Order for Services.

Responsibility for awards

4.6 The Supplier acknowledges that the Authority is independently responsible for the conduct of its award of Contracts under the Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

(a) the conduct of Supplier in relation to the Framework Agreement; or

(b) the performance or non-performance of any Contracts between the Supplier and the Authority entered into pursuant to the Framework Agreement.

Form of Order

4.7 Subject to clause 4.1 to clause 4.6, the Authority may place an Order with the Supplier by serving an order in writing in substantially the form set out in Schedule 4 or such similar or analogous form agreed with the Supplier including systems of ordering involving e-mail or other online solutions.

Accepting and declining Orders

4.8 Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period determined by the relevant Authority and notified to the Supplier in writing at the same time as the submission of the Order (which in any event shall not exceed three Working Days) acknowledge receipt of the Order and either:

(a) notify the Authority in writing and with detailed reasons that it is unable to fulfil the Order; or

(b) notify the Authority that it is able to fulfil the Order by signing and returning the Order Form.

4.9 If the Supplier:

(a) notifies the Authority that it is unable to fulfil an Order; or

(b) the time limit referred to in clause 4.8 has expired;

then the Order shall lapse and the relevant Authority may then send that Order to another Framework Provider in accordance with the procedure set out in clause 4.2(d).

4.10 If the Supplier modifies or imposes conditions on the fulfilment of an Order, then the Authority may either:

(a) reissue the Order incorporating the modifications or conditions; or

(b) treat the Supplier's response as notification of its inability to fulfil the Order and the provisions of clause 4.9 shall apply.

4.11 The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" by the Authority. Accordingly, the Supplier shall sign and return the Order Form which shall constitute its offer to the Authority. The Authority shall signal its acceptance of the Supplier's offer and the formation of a Contract by counter-signing the Order Form.

5. Error! Bookmark not defined.**Contract performance and precedence of documents**

5.1 The Supplier shall perform all Contracts entered into with the Authority in accordance with:

(a) the requirements of this Framework Agreement; and

(b) the terms and conditions of the respective Call Off Terms and Conditions.

5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Framework Agreement and the terms and conditions of a Contract, such conflict or inconsistency shall be resolved according to the following order of priority:

(a) the clauses of the Contract;

(b) the Order Form except Appendices 2 (Supplier's Tender) and 3 (Supplemental Tender) to the Order Form;

(c) the terms of the Framework Agreement, the Schedules to the Framework Agreement and the appendices to the Order Form, except Schedule 1, part 2, Appendix 2 (the Supplier's Tender), and Appendix 3 to the Order Form (Supplemental Tender);

(d) any other document referred to in the clauses of the Contract; and

(e) Schedule 1, part 2 of the Framework Agreement and Appendix 2 to the Order Form (the Supplier's Tender), and Appendix 3 to the Order Form (Supplemental Tender).

6. Prices for Services

6.1 The prices offered by the Supplier for Contracts for Standard Services shall be the prices listed in the Price Book for the relevant Lot in accordance with the provisions of Schedule 3.

6.2 The prices offered by the Supplier for Contracts to the Authority for Competed Services shall be based on the prices set out in the Price Books and tendered in accordance with the requirements of the mini-competition held pursuant to clause 4.

Supplier's general framework obligations

7. Warranties and representations

7.1 The Supplier warrants and represents to the Authority that:

(a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;

(b) this Framework Agreement is executed by a duly authorised representative of the Supplier;

(c) in entering into this Framework Agreement or any Contract, the Supplier, the Staff, Subcontractor(s) and Supplier Personnel have not committed any Prohibited Act;

(d) to the best of its knowledge, the Supplier, the Staff, Subcontractor(s) and Supplier Personnel have not been nor are subject to any investigation, inquiry or

enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act;

(e) the Supplier, the Staff, Subcontractor(s) and Supplier Personnel have not been nor are listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts on the grounds of a Prohibited Act;

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

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

(h) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Contract; and

(i) 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.

7.2 The Supplier shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 7.1 at the relevant time.

8. Service pre-requisites

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

Supplier's information obligations

9. Reporting and meetings

9.1 The Supplier shall submit Management Information to the Authority in the form set out in Schedule 6 throughout the Term on the last day of every Month and thereafter in respect of any Contract entered into.

9.2 The Authorised Representatives shall meet in accordance with the details set out in Schedule 6 and the Supplier shall, at each meeting, present its previously circulated Management Information in the format set out in that Schedule.

9.3 The Authority may share the Management Information supplied by the Supplier with another body for the purposes of auditing.

9.4 The Authority may make changes to the nature of the Management Information that the Supplier is required to supply and shall give the Supplier at least one month's written notice of any changes.

10. Records and audit access

10.1 The Supplier shall keep and maintain until six years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Services provided under it, the Contracts entered into with the Authority and the amounts paid by the Parties.

10.2 The Supplier shall keep the records and accounts referred to in clause 10.1 above in accordance with good accountancy practice.

10.3 The Supplier shall afford the Authority or the Auditor (or both) such access to such records and accounts as they may require from time to time.

10.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of six years after expiry of the Term to the Authority and the Auditor.

10.5 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.

10.6 Subject to the Authority's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:

(a) all information requested by the Auditor within the scope of the Audit;

(b) reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Services; and

(c) access to the Staff.

10.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 10, unless the Audit reveals a Default or a material breach of the Framework Agreement by the Supplier in which case the Supplier shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the Audit.

11. Confidentiality

11.1 Subject to clause 11.2, the Parties shall keep confidential the Confidential Information of the Parties and all matters relating to this Framework Agreement and shall use all reasonable endeavours to prevent their employees, officers, representatives, contractors, subcontractors or advisers from making any disclosure to any person of any matters relating thereto.

11.2 clause 11.1 shall not apply to any disclosure of information:

(a) required by any applicable law, a court of competent jurisdiction or regulatory authority, or to any disclosures required under the FOIA or the Environmental Information Regulations or which was available to the receiving party on a non-confidential basis before disclosure;

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

(c) that is reasonably required by Other Contracting Bodies;

(d) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 11.1;

(e) by the Authority of any document to which it is a party and which the Parties to this Framework Agreement have agreed contains no Confidential Information;

(f) to enable a determination to be made under clause 19;

(g) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;

(h) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and

(i) by the Authority relating to this Framework Agreement and in respect of which the Supplier has given its prior written consent to disclosure.

11.3 The Parties shall not use the Confidential Information of the Parties for any purpose other than to exercise their rights and perform their obligations under or in connection with this Framework Agreement.

12. Data Protection

12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. Schedule 8 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.

12.3 Without prejudice to the generality of Clause **Error! Reference source not found.**, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.

12.4 Without prejudice to the generality of Clause **Error! Reference source not found.**, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

(a) process that Personal Data only on the written instructions of the Authority (as set out in 0), unless the Supplier is required by Domestic Law to otherwise process the Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Authority of this before performing the processing required by Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Authority;

(b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services,

ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) not transfer any Personal Data outside of the UK unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

(i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective remedies;

(iii) 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

(iv) the Supplier complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data.

(d) notify the Authority immediately if it receives:

(i) a request from a Data Subject to have access to that person's Personal Data;

(ii) a request to rectify, block or erase any Personal Data;

(iii) any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner).

(e) assist the Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Authority without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;

(g) at the written direction of the Authority, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the agreement unless required by Domestic Law to store the Personal Data;

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 12 and allow for audits by the Authority or the Authority's designated auditor pursuant to clause 10 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation; and

(i) indemnify the Authority against any losses, damages, costs or expenses incurred by the Authority arising from, or in connection with, any breach of the Supplier's obligations under this clause 12.

12.5 Where the Supplier intends to engage a Sub-Contractor pursuant to clause 21 and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:

(a) notify the Authority in writing of the intended processing by the Sub-Contractor;

(b) obtain prior written consent from the Authority to the processing; and

(c) ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this clause 12.

12.6 Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this clause 12 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 replaced by attachment to this agreement).

12.7 The provisions of this clause shall apply during the continuance of this agreement and indefinitely after its expiry or termination.

13. Freedom of information

13.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

(a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;

(b) transfer to the Authority all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

(c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

(d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

13.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier

of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and any other Information is exempt from disclosure in accordance with the FOIA and the EIRs.

14. Publicity

14.1 Unless otherwise directed by the Authority, the Supplier shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent.

14.2 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Authority or otherwise, including any examination of this Framework Agreement by the Auditor.

14.3 The Supplier shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

Framework Agreement termination and suspension

15. Termination

Termination on breach

15.1 Without affecting any other right or remedy available to it, the Authority may terminate the Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice:

(a) where the Supplier commits a material breach and the Supplier has not remedied the material breach to the satisfaction of the Authority within 20 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied;

(b) where any Authority terminates a Contract awarded to the Supplier under this Framework Agreement as a consequence of a Default by the Supplier;

(c) where any warranty given in clause 7 of this agreement is found to be untrue or misleading;

(d) if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

15.2 [For the purposes of clause 15.1(a),a **material breach** means:

(a) a breach of any of the obligations set out in clauses 5, 12, **; or

(b) a breach that has a serious effect on the benefit the terminating party would otherwise derive from this agreement.

Termination on insolvency and Change of Control

15.3 Without affecting any other right or remedy available to it, the Authority may terminate this agreement with immediate effect by giving written notice to the Supplier if:

(a) the Supplier 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;

(b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;

(c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership);

(d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership), or the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(e) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

(f) a person becomes entitled to appoint a receiver over all or any of the assets of the Supplier or a receiver is appointed over all or any of the assets of the Supplier;

(g) the Supplier (being an individual) is the subject of a bankruptcy petition, application or order;

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

(i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.3(a) to clause 15.3(h) (inclusive); or

(j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.4 The Supplier shall notify the Authority immediately if the Supplier undergoes a Change of Control. The Authority may terminate the Framework Agreement by giving notice in writing to the Supplier with immediate effect within six Months of:

(a) being notified that a Change of Control has occurred; or

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

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

16. Suspension of Supplier's appointment

Without prejudice to the Authority's rights to terminate the Framework Agreement in clause 155, if a right to terminate this Framework Agreement arises in accordance with clause 155, the Authority may suspend the Supplier's right to receive Orders from the Authority in any or all Supplier's Lots by giving notice in writing to the Supplier. If the Authority provides notice to the Supplier in accordance with this clause 16, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

17. Consequences of termination and expiry

17.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Supplier shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this clause 177.

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

17.3 Within 30 Working Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return or destroy at the request of the Authority any data, personal

information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Supplier's reasonable data conversion expenses), together with all documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance, in either case as determined by the Authority.

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

17.5 The provisions of clause 7, clause 10, clause 11, clause 2, clause 144, clause 177, clause 200, and clause 30 shall remain in full force and effect and survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

18. Complaints handling and resolution

18.1 The Supplier shall notify the Authority of any Complaint made within two] Working Days of becoming aware of that Complaint and such notice shall contain full details of the Supplier's plans to resolve such Complaint.

18.2 Within two Working Days of a request by the Authority, the Supplier shall provide full details of any Complaints made to the Authority with regards to the Supplier, including details of steps taken for its resolution.

18.3 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Contract, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of the Framework Agreement or a Contract, the Supplier shall use its best endeavours to resolve the Complaint within ten Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

19. Dispute resolution

19.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

(a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the [Employee Title] of the Authority

and [Employee Title] of the Supplier shall attempt in good faith to resolve the Dispute;

(b) if the [Employee Title] of the Authority and [Employee Title] of the Supplier are for any reason unable to resolve the Dispute within [30] Working Days of service of the Dispute Notice, the Dispute shall be referred to the [Senior Officer Title] of the Authority and [Senior Officer Title] of the Supplier who shall attempt in good faith to resolve it;

(c) if the [Senior Officer Title] of the Authority and [Senior Officer Title] of the Supplier are for any reason unable to resolve the Dispute within 30 Working Days of it being referred to them, the parties agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 5 Working days of service of the Dispute Notice, 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, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR;

(d) if there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 5 Working days from the date of the ADR notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them; and

(e) unless otherwise agreed between the parties, the mediation will start not later than 21 Working days after the date of the ADR notice.

19.2 No party may commence any court or arbitration proceedings in relation to the whole or part of the Dispute until it has attempted to settle the Dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

19.3 If for any reason the Dispute is not resolved within 31 Working days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England and Wales **OR** arbitration proceedings in accordance with clause 30.

General provisions

20. Prevention of bribery

20.1 The Supplier shall (and shall procure that the Staff, Subcontractor(s) and Supplier Personnel shall):

(a) not, in connection with this Framework Agreement and any Contract made under it, commit a Prohibited Act;

(b) not do, suffer or omit to do anything that would cause the Authority or the Staff, Subcontractor(s) and Supplier Personnel to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;

(c) comply with the Authority's Anti-Bribery and Anti-Corruption Policy as updated from time to time and annexed to this agreement OR have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act; and

(d) notify the Authority (in writing) if it becomes aware of any breach of clause 20.1(a) or clause 20.1(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Framework Agreement and any Contract made under it.

20.2 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this Framework Agreement and any Contract made under it and the steps taken to comply with its obligations under clause 20.1.

20.3 The Supplier shall allow the Authority and its Auditor to audit any of the Supplier's records and any other relevant documentation in accordance with clause 10.

20.4 If the Supplier, the Staff, Subcontractor(s) or Supplier Personnel breaches this clause 20, the Authority (or Other Contracting Bodies) may by notice:

(a) require the Supplier to remove from performance of this Framework Agreement and any Contract made under it any Staff, Subcontractor(s) or Supplier Personnel whose acts or omissions have caused the breach; or

(b) immediately terminate this Framework Agreement and any Contract made under it.

20.5 Any notice served by the Authority under clause 20.4 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority (or Other Contracting Bodies) have elected to take (including, where relevant, the date on which this Framework Agreement and any Contract made under it shall terminate).

20.6 Despite clause 19, any dispute relating to:

(a) the interpretation of this clause 200; or

(b) the amount or value of any gift, consideration or commission,

shall be determined by the Authority and its decision shall be final binding and conclusive.

20.7 Any termination under this clause 200 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Customer.

21. Subcontracting and assignment

21.1 Subject to clause 21.2 neither party shall be entitled to assign, novate, transfer, mortgage, charge or otherwise deal in any other manner with or dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other party, neither may the Supplier subcontract the whole or any part of its obligations under this Framework Agreement except with the express prior written consent of the Authority, such consent not to be unreasonably withheld.

21.2 The Authority shall be entitled to novate the Framework Agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

22. Variations to Framework Agreement

Any variations to the Framework Agreement must be made only in accordance with the Framework Agreement Variation Procedure set out in 0.

23. Third party rights

23.1 Unless it expressly states otherwise and except as provided in clause 3, clause 4 and clause 7.1, this Framework Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

23.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

24. Severance

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

24.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Framework Agreement is deemed deleted under clause 24.1 invalid, illegal or unenforceable, the parties shall negotiate in good faith to agree a replacement provision

that it is legal, valid and enforceable to the greatest extent possible, achieves the intended commercial result of the original provision.

25. Rights and remedies

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

26. Interest

26.1 Each party shall pay interest on any sum due under this Framework Agreement, calculated as follows:

(a) Rate: 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

(b) Period: From when the overdue sum became due, until it is paid.

27. Waiver

27.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

27.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

28. Entire agreement

28.1 This Framework Agreement, the schedules and the documents annexed to it or otherwise referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

28.2 Each party acknowledges that in entering into this Framework Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement.

28.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Framework Agreement.

28.4 Nothing in this clause shall limit or exclude any liability for fraud.

29. Notices

29.1 A notice given to a party under or in connection with this Framework Agreement shall be in writing and sent to the party at the address given in this agreement or as otherwise notified in writing to the other party.

29.2 This clause 29.2 sets out the delivery methods for sending a notice to a party under this Framework Agreement and, for each delivery method, the date and time when the notice is deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the address;

(b) if sent by pre-paid first class post or next Working Day delivery service providing proof of postage , at 9.00am on the second Working Day after posting;

(c) if sent by pre-paid airmail providing proof of postage , at 9.00am on the fifth Working Day after posting.

29.3 If deemed receipt under clause 29.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

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

29.5 For the purposes of clause 29.1, the address of each Party shall be:

(a) For the Authority:

[Name Of Authority's Representative]

Address: [Address]

For the attention of: [Position Of Contact]

(b) For the Supplier:

[Name Of Supplier's Representative]

Address: [Address]

For the attention of: [Position Of Contact]

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

30. Governing law and jurisdiction

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

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

31. Supplier environmental obligations

31.1 The Supplier shall ensure that:

(a) its operations comply with all applicable environmental Law, including in relation to waste disposal, GHG emissions and the handling of hazardous and toxic materials;

(b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with environmental Law;

(c) it will only use packaging materials that comply with applicable environmental Law.

31.2 The Supplier shall have in place a suitable environmental management system for managing its environmental risks, which as a minimum must:

(a) assess the environmental impact of all past, current and future operations;

(b) specify steps to continuously improve environmental performance, and reduce pollution, emissions and waste;

(c) specify measures to reduce the use of all raw materials, energy and supplies;

(d) require Supplier Personnel to be trained in environmental matters.

31.3 The Supplier shall, in performing its obligations under this agreement:

(a) comply with any environmental related KPIs [in Schedule 1 Part 1;

(b) not provide to the Authority any goods or deliverables comprising wholly or partly of Prohibited Plastic Items;

(c) not use any goods or deliverables which comprise wholly or partly of a Prohibited Plastic Item to provide the Services unless the use is either related to management of the Supplier's general operations, or otherwise agreed in writing with the Authority;

(d) minimise the release of GHG emissions, air pollutants and other substances damaging to health and the environment in providing the Services taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by Supplier Personnel, emissions from Supplier offices and equipment ;

31.4 On each anniversary of the Commencement Date, the Supplier shall complete and submit to the Authority a Sustainability Report in relation to the Services being provided, which shall be in the form specified in Schedule 6 and contain information on:

(a) the Supplier's GHG emissions using the most recent government conversion factors for greenhouse gas reporting;

(b) the Supplier's water use (in metres cubed);

(c) the Supplier's energy consumption relating to assets used at Authority premises or other locations;

(d) transport use (and resulting GHG emissions) for goods delivered to, or Supplier Personnel travel to, Authority premises or other Authority locations;

(e) the volume of waste produced at Authority premises or other locations that relate to the provision of the Services; and

the overall sustainability impact of the Services, including improvements identified by the Supplier, new policies or targets adopted to reduce the environmental impact of the Supplier's operations and contributions towards any Authority environmental policies or targets.

31.5 The Authority may audit the Supplier's compliance with this clause 31 in accordance with clause 10.

32. Social Value

32.1 The Supplier acknowledges that under the Public Services (Social Value) Act 2012, the Authority is required to consider how goods, services and works, that it procures, improve the economic, social and environmental well-being of the borough and that the Authority requires any supplier providing services to the Authority to use all reasonable endeavours to assist the Authority to improve the economic, social and environmental well-being of the borough.

32.2 The Supplier may be required at the Call Off Stage either by mini competition or direct award to identify Social Value initiatives it proposes as proportionate and relevant to the Call Off Contract.

32.3 The Supplier shall be required to fulfil all Social Value requirements under the Call-Off Contract.

32.4 During the term of the Call Off Contract, the Supplier will, where requested by the Authority, engage with the Authority to assist in the delivery of meeting the Authority's Social Value objectives.

IN WITNESS whereof the parties have executed this Agreement as a Deed the day and year first before written:

THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT was hereunto affixed in the presence of:	**)** **)** **)** **)**

.....

Authorised Officer

Authorised Officer's Name:

Deed Number:

EXECUTED AS A DEED by **[INSERT COMPANY]** acting by: two director, or a director and its secretary or by a single director in the presence of a witness:	)))))	Signature: ..... Name: .....

Position: Director

Signature: .....

Name: .....

Position: Director

Witness signature:
.....
Witness name:
.....
Address:
.....

.....

Schedule 1 Services and Lots

Part 1 Services

[Specifications For All Lots Attached]

Schedule 2 Lots and Award Criteria

The Lots have been awarded as follows:

NAME OF LOT	FRAMEWORK PROVIDERS AND THEIR RANKING	TOTAL SCORE ACHIEVED
Lot 1 – Multi-disciplinary Consultancy Services – Major Works	[NAME OF HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	[NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	[NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	[NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	[NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY HIGHEST SCORING SUPPLIER]
Lot 2 - Multi-disciplinary Consultancy Services – Minor Works	[NAME OF HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	[NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]

	[NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	[NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	[NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY HIGHEST SCORING SUPPLIER]
Lot 3 – Structural Engineering	[NAME OF HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	[NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	[NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
Lot 4 – Energy Design and Retrofit Consultancy	[NAME OF HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	[NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]

	[NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
Lot 5 – Fire Engineering	[NAME OF HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	[NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	[NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
Lot 6 – Mechanical and Electrical Engineering	[NAME OF HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	[NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]
	[NAME OF NEXT HIGHEST SCORING SUPPLIER]	[SCORE ACHIEVED BY NEXT HIGHEST SCORING SUPPLIER]

Part 1 Services Direct Award Criteria

Direct Awards shall be offered to the highest scoring Supplier for the relevant Lot as detailed in this Schedule 2. Should the Supplier be unable to resource or otherwise unable to meet the project requirements or timeframe to the Authority's satisfaction, the Authority will approach the next

highest scoring Supplier. This process shall be repeated as necessary until a Supplier is identified that is able to meet the project requirements to the Authority's satisfaction.

Part 2 Competed Services Award Criteria

Criterion number	Criterion	Percentage weightings
Further competitions will ordinarily be evaluated using the following Competed Services Award Criteria and weightings:		
1	Price	90%
2	Social Value	10%
Where the Authority considers that the above Competed Services Award Criteria and weightings are not appropriate, to include: • Where the scope of the Services is significantly different from the normal works or services undertaken in the specific Lot; or • Where the value of the Services is significantly different to the published cost value parameters; or • Where the scope of the Services is complex or poses additional risks, e.g. underpinning, major structural works, hidden works, daywork, etc. the Authority has discretion to evaluate use the following criteria and weightings:		
1	Price	50%
2	Quality	40%
3	Social Value	10%

Schedule 3 Price Books

[PRICE BOOKS FOR ALL LOTS ATTACHED]

Pricing revisions

The prices contained in the Price Book are subject to revision on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period. The first such increase shall take effect at the beginning of the second Framework Year and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index at the beginning of the last month of the previous Framework Year.

Schedule 4 Order Form

ORDER FORM

Framework Agreement

FROM

Authority:	
Service address:	
Invoice address:	
Authorised Representative:	Ref: Phone: E-mail:
Order number:	To be quoted on all correspondence relating to this Order:
Order date:	

TO

Supplier:	[Supplier's Name]
For the attention of: **E-mail:** **Telephone number:**	
Address:	
1. SERVICES REQUIREMENTS	
(1.1) Services [and deliverables] required:	
(1.2) Service Commencement Date:	
(1.3) Price payable by the Authority and payment profile:	
(1.4) Completion date (including any extension period or periods):	
2 MINI-COMPETITION/DIRECT AWARD (delete where appropriate) ORDER: ADDITIONAL REQUIREMENTS	

(2.1) Type of Call Off Contract being used: (delete as appropriate) • JCT Consultancy Agreement (Public Sector) 2016 with Amendments • Consultancy Services Contract
(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:
(2.3) Variations to Call-off Terms and Conditions:
3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]
(3.1) Key personnel of the Supplier to be involved in the Services [and deliverables]:
(3.2) Performance standards:
(3.3) Location(s) at which the Services are to be provided:
(3.4) Quality standards:
(3.5) Contract monitoring arrangements:
(3.6) Management Information and meetings
4. CONFIDENTIAL INFORMATION
(4.1) The following information shall be deemed Confidential Information: **(4.2) Duration that the information shall be deemed Confidential Information:**

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form (together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form)

incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement entered into by the Supplier and the Authority on [Date].

For and on behalf of the Supplier:

Name and title	
Signature	
Date	
Supplier's Authorised Representative for the Contract (if different)	[NAME]

For and on behalf of the Authority:

Name and title	
Signature	
Date	

Appendix 1: Specification for the Services

Appendix 2: Call Off Contract

Appendix 3: Supplier's response

Schedule 5 Call-off Terms and Conditions

The Authority may use the following forms of contract when ordering both Standard Services and Competed Services:-

Appendix 1 - JCT Consultancy Agreement (Public Sector) 2016 with Amendments

Appendix 2 - Consultancy Services Contract

Schedule 6 Contract management

1. Meetings

1.1 Type

1.2 Quorum

1.3 Frequency

1.4 Agenda

2. Reports

2.1 Type

2.2 Contents

2.3 Frequency

2.4 Circulation list

Schedule 7 Framework Agreement Variation Procedure

1. Introduction

1.1 0 details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Framework Agreement.

1.2 The Authority may propose a variation to the Framework Agreement under 0 only where the variation does not amount to a material change in the Framework Agreement or the Services.

2. Procedure for proposing a variation

2.1 Except where paragraph 5 applies, the Authority may propose a variation using the procedure contained in this paragraph 2.

2.2 In order to propose a variation, the Authority shall serve each Framework Provider with written notice of the proposal to vary the Framework Agreement (**Notice of Variation**).

2.3 The Notice of Variation shall:

(a) Contain details of the proposed variation providing sufficient information to allow each Framework Provider to assess the variation and consider whether any changes to the prices set out in its Price Books are necessary; and

(b) Require each Framework Provider to notify the Authority within 14days of any proposed changes to the prices set out in its Price Books.

2.4 On receipt of the Notice of Variation, each Framework Provider has 14 days to respond in writing with any objections to the variation.

2.5 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Authority may then serve each Framework Provider with a written agreement detailing the variation to be signed and returned by each Framework Provider within 14 days of receipt.

2.6 On receipt of a signed agreement from each Framework Provider, the Authority shall notify all Framework Providers in writing of the commencement date of the variation.

3. Objections to a variation

In the event that the Authority receives one or more written objections to a variation, the Authority may:

(a) withdraw the proposed variation; or

(b) propose an amendment to the variation.

4. Changes to the Price Books

4.1 Where a Framework Provider can demonstrate that a variation would result in a change to the prices set out in its Price Books, the Authority may require further evidence from the Framework Provider that any additional costs to the Framework Provider will be kept to a minimum.

4.2 The Authority may require the Framework Provider to meet and discuss any proposed changes to the Price Books that would result from a variation.

4.3 Where a change to a Framework Provider's Price Books is agreed by the Authority, the Authority shall notify its acceptance of the change to the Framework Provider in writing.

4.4 In the event that the Authority and the Framework Provider cannot agree to the changes to the Price Books, the Authority may:

(a) withdraw the variation; or

(b) propose an amendment to the variation.

5. Variations that are not permitted

In addition to the provisions contained in paragraph 1.2, the Authority may not propose any variation that:

(a) may prevent one or more of the Framework Providers from performing its obligations under the Framework Agreement; or

(b) is in contravention of any Law.

Schedule 8 Data processing

1. The Supplier shall comply with any further written instructions with respect to processing by the Authority.

2. Any such further instructions shall be incorporated into this Schedule.

3. Processing by the Supplier

3.1 Scope

3.2 Nature

3.3 Purpose of processing

3.4 Duration of processing

3.5 Types of Personal Data

3.6 Categories of Data Subject

Signed by [Name]	.....
for and on behalf of [Name of Authority]	Title
Signed by [Name]	.....
for and on behalf of [Name of Supplier]	Title