Dated **20YY**

BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL

and

[SUPPLIER]

FRAMEWORK AGREEMENT FOR THE PROVISION OF GAS TRADE PRODUCTS GOODS

FRAMEWORK REFERENCE NUMBER: DN(insert)

THIS AGREEMENT is dated 202

PARTIES

(1) **BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL** whose principal place of business is at BCP Civic Centre, Town Hall, Bourne Avenue, Bournemouth, Dorset, BH2 6DY (**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 Find a Tender Service (FTS) website inviting potential Suppliers (including the Supplier) to tender for the supply of the insert short description of goods to be supplied) ("the Goods") to its departments for different projects and purposes under a framework agreement as described in the contract notice.

(B) Based on a robust evaluation of all tender submissions received from potential suppliers, the Authority selected the Supplier and others to enter this multi supplier framework agreement to supply the Goods to the Authority when it places Purchase Orders in accordance with this Framework Agreement.

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

(D) It is the Parties' intention that although this is a multi-supplier Framework, the Authority shall have no obligation to place Purchase Orders with the Supplier under this Framework Agreement.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATIONS

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

Annual Index means the Construction Output Price Indices (OPI) - Table 3: Repair & maintenance output prices, not seasonally adjusted, index numbers and percentage change - column: All repair and maintenance percentage change over 12 months as published by the Office of National Statistics from time to time, or failing such publication, such other index as the parties may agree most closely resembles such index.

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Approval means the prior written approval of the Authority.

Audit means an audit carried out pursuant to clause 12~~14~~.

Auditor means an auditor appointed by the Authority.

Authorised Representative means the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in clause 31

Buyer means the Authority's client officer who has issued a Purchase Order to the Supplier.

Call-off Terms and Conditions means the Call Off terms and conditions in Schedule 4 and published with this Framework

Call Off Contract means the framework call-off contract which is a legally binding agreement made after completing the relevant call off procedure set out in clause 4 of this Framework Agreement between the Authority and the Supplier comprising a Purchase Order, its appendices (including an ITP and Supplemental Bid), the Call-off Terms and Conditions and a Schedule 5 template if relevant/required.

Call Off Contract Price means the price (exclusive of any applicable VAT), payable to the Supplier by the Authority under any Call Off Contract (as set out in the Authority's Purchase Order) for the full and proper performance by the Supplier of its obligations under any Call Off Contract.

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

Change in Law means any change in Law which impacts on the provision of the Goods and performance of the Call-off Terms and Conditions which comes into force after the Commencement Date.

Commencement Date means DATE.

Council means the Authority as described in the Contract Notice.

Complaint means any formal complaint raised by the Authority in relation to the performance under the Framework Agreement or any Contract in accordance with clause 20

Confidential Information means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and Suppliers of the Supplier or the Authority, as the case may be, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Contract Notice means the contract notice [REFERENCE] dated [DATE] published on the UK Find a Tender Service (FTS) website.

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: means as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (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 means as set out in the Data Protection Legislation.

Default means any breach of the obligations of the relevant Party under a Call Off Contract (including fundamental breach or breach of a fundamental term) 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 Call Off Contract and in respect of which such Party is liable to the other.

Domestic Law means 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) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

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

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

Framework Price/s means the prices quoted by the Suppliers within the relevant Pricing Schedule submitted to the Authority under the Tender.

Framework Prices Pricing Schedule means the pricing schedule submitted as part of the framework tender consisting of the Framework Price/s and referred to in Schedule 2 of this Framework Agreement if applicable.

Framework Supplier/s means the Supplier/s appointed as suppliers under this Framework Agreement.

Framework Schedules means all the Schedules to this Framework Agreement

Framework Year means a period of 12 months, commencing on the Commencement Date.

Further Competition means the competitive procedure for calling off under this Framework set out in clause 4 of this Framework Agreement

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

Goods means any items or materials requested by the Authority and listed in the Tender Response Part C - Pricing Schedule**.**

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

Intellectual Property Rights means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of the Authority's marketing methods and procedures and advertising literature, including the look and feel of any websites, the right to sue for passing off and **Intellectual Property** shall refer to such materials.

Invitation To Participate (ITP) means a written request to submit a Supplemental Bid from the Authority to the Supplier substantially in the form of the template set out in Schedule 3 Part 1 of this Framework Agreement and pursuant to clause 4 of this Framework Agreement.

Invitation to Tender means the Authority's Invitation to Tender to provide the Goods issued to the Supplier and other bidders as part of the procurement to award the Framework Agreement.

Key Performance Indicators means the performance indicators set out in the Framework and contained in the Specification as supplemented under the terms of any Call Off Contract.

Law means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.

Management Information means the management information specified in the Specification.

Material Breach means a breach including an anticipatory breach classified by the Authority as serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

1.1.1 a substantial portion of this Framework Agreement; or

1.1.2 the obligations set out in clauses 7, 8, 1314 ~~and 14~~

over the term of this Framework Agreement. In deciding whether any breach is material or not, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

Month means a calendar month.

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 and **Parties** means the Authority and/or the Supplier, as the case may be.

Permitted Recipients: means the parties to this agreement, the employees of each party.

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

Pricing Schedule: means either the Framework Prices Pricing Schedule or the Schedule of Rates Pricing Schedule, whichever is relevant or applicable.

Prohibited Act the following constitute Prohibited Acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:

  (i) induce that person to perform improperly a relevant function or activity; or
  (ii) reward that person for improper performance of a relevant function or activity;

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

(c) committing any offence:

  (i) under the Bribery Act 2010;
  (ii) under legislation creating offences concerning fraudulent acts;
  (iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority; or

(d) defrauding, attempting to defraud or conspiring to defraud the Authority.

Supplier's Log means the process put in place by the Supplier to log any complaints or any complimentary feedback received from any Service User or member of the public with regard to the Goods.

Purchase Order means an approved requisition issued via the Authority's official purchase order system or other ordering system embedded within the Authority's system and sent to the Supplier by the Authority. If accepted by the Supplier, this signals the formation of the Call Off Contract between the parties pursuant to this Framework Agreement.

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.

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

Requisition: means an unapproved requirement issued to the Supplier by the Authority for the sake of consultation to confirm price and programme prior to the Authority seeking internal authority to proceed. A Requisition will describe an in-scope task at a price or prices defined within the Pricing Schedule.

Schedule of Rates Pricing Schedule the pricing schedule submitted as part of the framework tender consisting of a schedule of rates table and referred to in Schedule 2 of this Framework Agreement if applicable.

Specification means the Authority's specification in Schedule 1 detailing the services to be supplied from time to time under the Framework Agreement.

Staff means all persons employed by the Supplier together with the Supplier's servants, agents, and subcontractors used in the performance of its obligations under this Framework Agreement or any Call Off 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 Goods from that third party.

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

Supplemental Bid means a bid in the form of the template set out in Schedule 3 Part 2 submitted to the Authority in response to an ITP sent to Suppliers to submit bids under the Direct Award or Further Competition procedure**.**

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

Tender means the framework tender submitted by the Supplier to the Authority on [DATE].

Term means the period commencing on the Commencement Date and ending 48 months from the Commencement Date or on earlier termination of this Framework Agreement in accordance with its terms, if applicable.

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

UK GDPR means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679)

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:

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

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

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

1.2.4 references to any person shall include natural persons 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;

1.2.5 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

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

1.2.7 the Framework 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 Framework Schedules;

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

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

1.2.10 reference to a clause is a reference to the whole of that clause unless stated otherwise.

PART ONE: FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURES

2 TERM OF FRAMEWORK AGREEMENT

2.1 This 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 Goods by the Supplier to the Authority.

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

3.3 The Authority may at its absolute discretion and from time to time order Goods from the Supplier in accordance with any of the Call Off procedures set out in clause 4 during the Term. If there is a conflict between clause 4 and the Regulations, the Regulations shall take precedence.

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

3.4.1 comply fully with any of the Call Off procedures set out in clause 4 of this Framework Agreement.

3.4.2 enter into a Call Off Contract with the Supplier for these Goods materially in accordance with the terms of the Call Off Terms and Conditions and the Purchase Order;

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 Goods and that the Authority is at all times entitled to enter into other contracts and arrangements with other suppliers outside of this Framework for the provision of any or all goods which are the same as or similar to the Goods.

4 FRAMEWORK CALL OFF PROCEDURES

Award Procedures under the Framework Agreement

If the Authority decides to source Goods through the Framework Agreement, then it shall satisfy its requirements for the Goods in accordance with the terms laid down in this Framework Agreement by following:

4.1.1 The Direct Award procedure

or

4.1.2 The Further Competition procedure

4.1 **DIRECT AWARD PROCEDURE**

Under this heading, the Authority can award the Call Off Contract by

4.1.1 issuing a Purchase Order without or with an ITP and following the relevant procedure set out in either clauses 4.2 to 4.5 or 4.6 to 4.10 below:

4.2 Direct Award (without ITP)

When calling off under the Framework by direct award without using an ITP, the top ranked Supplier shall be approached first followed by the next highest ranked Suppliers in line and so on.

4.2.1 When the Authority wants to call off:

4.2.1.1 the Authority's authorised representative shall approach the top-ranked Supplier by email to ask them if they can provide the required Goods within the required timeframe.

4.2.1.2 If the Supplier can provide the Goods within the required timeframe, the Supplier shall confirm this to the Authority by email.

4.2.1.3 Once the Authority receives the above email confirmation from the Supplier, the Authority shall issue a Purchase Order and enter into a Call Off Contract with the top-ranked Supplier.

4.2.2 However, if the top - ranked Supplier is unable to provide the Goods in accordance with the Authority's specification within the time scales requested by the Authority, the Authority shall approach the next highest- ranked Supplier by email to ask the same question and move down the ranking list until it finds a Supplier who can provide the Goods within the required timeframe.

4.2.2.1 The Supplier who agrees to supply the Goods shall in turn confirm this to the Authority by email.

4.3 Once the Authority receives the above email confirmation from the Supplier, the Authority shall issue a Purchase Order and enter into a Call Off Contract with the Supplier in question.

4.4 Following receipt of the Purchase Order, the Supplier shall promptly and in any event within a reasonable period determined by the Authority and notified to the Supplier in writing at the same time as the submission of the Purchase Order (which in any event shall not exceed one Working Day) acknowledge receipt of the Purchase Order and

4.4.1 notify the Authority that it can fulfil the Purchase Order by email to the Authority's Representative quoting the Purchase Order number.

4.5 The Parties acknowledge and agree that:

4.5.1 The Authority shall select the pricing for the Purchase Order from the Framework Prices Pricing Schedule submitted by the Supplier and set out in Schedule 2 of this Agreement.

4.5.2 The Authority shall signal the formation of the Call Off Contract pursuant to this Framework Agreement by sending a Purchase Order to the Supplier.

4.5.3 On receipt and acceptance of the Purchase Order by the Supplier, a Call Off Contract for the provision of the Goods shall be created between the parties.

Direct Award (with ITP)

4.6 When calling off the Framework by direct award using an ITP:

4.6.1 The Authority shall:

4.6.1.1 identify and set out the Service/s requirements;

4.6.1.2 Issue an ITP in substantially the form set out in Schedule 3 to the Supplier to be priced in accordance with the Schedule of Rates Pricing Schedule information tendered by the Supplier.

4.7 In response, the Supplier shall send through a Supplemental Bid for consideration by the Authority. The Supplemental Bid will include the Supplier's price and any other information requested by the Authority.

4.8 The Authority will score any Supplemental Bid(s) received and if the Authority is satisfied with the Supplier's Supplemental Bid in response to the ITP, the Authority shall:

4.8.1 accept the Supplemental Bid and issue a Purchase Order to the Supplier via the Authority's official Purchase Order system or other formal ordering system embedded within the Authority's operational systems.

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

4.9.1 notify the Authority in writing and with detailed reasons that it is unable to fulfil the Purchase Order; or

4.9.2 notify the Authority that it can fulfil the Purchase Order by email to the Authority quoting the Purchase Order number.

4.10 The Parties acknowledge and agree that:

4.10.1 the Supplier's action of submitting a Supplemental Bid shall constitute its offer to the Authority.

4.10.2 The Authority shall signal its acceptance of the Supplier's offer and the formation of the Call Off Contract pursuant to this Framework Agreement by issuing a Purchase Order.

4.10.3 On receipt of the Purchase Order by the Supplier a Call Off Contract for the provision of the Goods shall be created between the parties.

4.10.4 If the Authority is not satisfied with the Supplemental Bid, the Authority will challenge the Supplier to explain how they built up the price quoted.

4.10.5 If after consideration of such explanation the Authority remains dissatisfied with the Supplemental Bid, then the Authority may proceed to carry out benchmarking or test the market to obtain a more competitive bid from other suppliers outside the Framework. In the event that the Authority secures a more competitive bid outside the Framework, the Authority shall be entitled to reject the Supplier's Supplemental Bid and enter into a contract with the most competitive supplier outside the Framework.

Additional permitted use of the Direct Award Procedure

4.11 Apart from clauses 4.2 to 4.10 above, use of the direct award procedure is permitted **only** in the following specific circumstances otherwise the Further Competition procedure **must** be used:

4.11.1 Where for economic or technical reasons a change of supplier cannot be made as it would cause significant inconvenience or substantial duplication of costs and the additional service does not alter the overall nature of the original Call-Off Contract and the increase in value of the original Call-Off Contract is less than 50%.

4.11.2Where a requirement for unforeseen additional goods has emerged that could not have been previously foreseen by a diligent contracting authority and the additional service does not alter the overall nature of the original Call-Off Contract and the increase in value of the original Call-Off Contract is less than 50%.

4.12 FURTHER COMPETITION PROCEDURE

This type of call off procedure is subject to the following basic principles:

4.12.1 The client will issue an invitation to participate in a Further Competition by inviting all Suppliers capable of performing the requisite Service(s).

4.12.2 The invitation to participate in the Further Competition will:

- Be issued in writing
- Describe the evaluation methodology to be applied and individual evaluation criteria. This will include transparency whether the following are required:
  - written bid / selection proposals
  - site visits
  - interviews or presentations
  - any combination of the above.
- Describe price and quality percentage weightings at headline level and at individual criteria level. Such price and quality weightings will be within the tolerance ranges set out below:

Criteria	**Criteria weighting range**
Quality Note that criteria may include, but are not be limited to, the following: • Conformity of the Supplier's proposal with the requirements. • Relevant experience, qualifications and track record of Supplier's proposed team. • Supplier's proposed service levels. • Supplier's proposals for their resources. • Supplier's proposed project timeline • Supplier's social value proposals	0% to 80%
Price	20% to 100%

- Describe evaluation criteria based on the above standard criteria with transparency of any amendments made to reflect the requirements of the specific Call-Off.
- Clearly state a date and time deadline for submission of written Bids.
- Include a requirement for the Supplier to respond within three business days to state whether or not it wishes to participate.
- Not be subject to any cost recovery. The Supplier shall be responsible for any costs it incurs in participating in any Further Competition.

4.13. FURTHER COMPETITION PROCESS

4.13.1To call off via Further Competition under this Framework Agreement, the Authority shall:

4.13.1.1Identify and set out the Service/s requirements;

4.13.1.2identify the Suppliers capable of performing the Goods requirements;

4.13.1.3 invite the Suppliers identified in 14.13.1.2 above to participate in a Further Competition for its Goods requirements and in particular:

4.13.1.4consult in writing with the Suppliers capable of performing the Call Off Contract for the Goods requirements and invite them within a specified time limit to submit a Supplemental Bid;

4.13.1.5set a time limit for the receipt by it of the Supplemental Bids which takes into account factors such as the complexity of the subject matter of the Call Off Contract and the time needed to submit Supplemental Bids; and

4.13.1.6keep each Supplemental Bid confidential until the expiry of the time limit for the receipt by it of the Supplemental Bids;

4.13.1.7apply the evaluation award criteria in the form set out in clause 4.12 above to any compliant Supplemental Bids submitted pursuant to the Further Competition; and

4.13.1.8 complete the Further Competition procedure by evaluating scoring and selecting the most economically advantageous bid.

4.13.1.9 place a Purchase Order with the successful Framework Supplier.

4.14 The Supplier agrees that all Supplemental Bids submitted by the Supplier in relation to a Further Competition held pursuant to this clause shall remain open for acceptance for 30 days (or such other period specified in the ITP issued by the Authority in accordance with this clause.

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

4.15 Notwithstanding the fact that the Authority has followed any of the procedures set out above, the Authority may cancel, postpone delay or end the procedure without placing a Purchase Order for Goods or awarding a Call Off Contract. Nothing in this Framework Agreement shall oblige the Authority to place any Purchase Order for Goods.

4.16 Even though this Framework was executed as a deed, the Authority shall determine on a case by case basis whether any resulting Call Off Contract between the parties shall be executed as a deed. Schedule 5 sets out the optional template wording to be used for execution as a deed where appropriate.

Responsibility for Awards

4.17 The Supplier acknowledges that the Authority is fully responsible for the conduct of its award of Call Off Contracts under the Framework Agreement.

5 CONTRACT PERFORMANCE AND PRECEDENCE OF DOCUMENTS

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

5.1.1 the requirements of this Framework Agreement;

5.1.2 the terms and conditions of the respective Call Off Contracts including:

(a) the Key Performance Indicators; and

(b) any standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies that a skilled and experienced operator in the same type of industry or sector as the Supplier would reasonably be expected to comply with; and

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 Call Off Contract, such conflict or inconsistency shall be resolved according to the following order of priority:

5.2.1 the clauses of the Call Off Terms and Conditions;

5.2.2 the Specification;

5.2.3 the Purchase Order;

5.2.4 the terms of the Framework Agreement, the Framework Schedules to the Framework Agreement and the appendices to the Purchase Order, except the Supplier's Tender;

5.2.5 any other document referred to in the clauses of the Call Off Contract; and

5.2.6 the Supplier's Tender.

6 PRICES FOR GOODS

6.1 The Call Off Contract Prices for the Goods shall be calculated based on those in the Pricing Schedule for such Goods.

6.2 The parties acknowledge and agree that the Framework Prices will change on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage change in the Annual Index in the preceding 12-month period.

6.3 The first such Annual Index change shall take effect at the beginning of the second Framework Year and shall be based upon the Annual Index at the beginning of the last month of the previous Framework Year.

SUPPLIER'S GENERAL FRAMEWORK OBLIGATIONS

7 WARRANTIES AND REPRESENTATIONS

7.1 The Supplier warrants and represents to the Authority that:

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

7.1.2 this Framework Agreement is executed by a duly authorised representative of the Supplier;

7.1.3 in entering into this Framework Agreement or any Call Off Contract it has not committed any Prohibited Act;

7.1.4 as at the Commencement Date, all information, statements and representations contained in the Tender 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;

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

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

7.1.7 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the 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.

8 SERVICE PRE-REQUISITES

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

SUPPLIER'S INFORMATION OBLIGATIONS

9 REPORTING AND MEETINGS

9.1 The Supplier shall submit Management Information to the Authority in such form as the Authority may reasonably require throughout the Term no later than five Working Days prior to a meeting convened in accordance with Schedule 1 or otherwise pursuant to this Agreement.

9.2 The Supplier shall attend meetings as requested by the Authority and set out in Schedule 1 (or as the Authority may otherwise reasonably require) and the Supplier shall, at each meeting, present its previously circulated Management Information.

9.3 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 CONTINUOUS IMPROVEMENT

10.1 The Supplier shall adopt a policy of continuous improvement in relation to the Goods pursuant to which it will regularly review with the Authority the Goods and the manner in which it is providing them with a view to reducing the Authority's costs and / or improving the quality and efficiency of the Goods.

11 LEGISLATIVE CHANGE

11.1 The Supplier shall neither be relieved of its obligations under this Framework Agreement nor be entitled to an increase in the price paid under any Call Off Contract as the result of any Change in Law.

12 RECORDS AND AUDIT ACCESS

12.1 The Supplier shall keep and maintain until seven 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 Goods provided under it, the Call Off Contracts entered into with the Authority and the amounts paid by the Authority.

12.2 The Supplier shall keep the records and accounts referred to in clause 12.1 above in accordance with good accountancy practice.

12.3 The Supplier shall afford the Authority or the Auditor (or both) such access to such records and accounts as may be required from time to time.

12.4 The Supplier shall if requested 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 (or relevant Authority) and the Auditor.

12.5 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 Goods pursuant to the Call Off 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.

12.6 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:

12.6.1 all information requested by the Auditor within the scope of the Audit;

12.6.2 reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Goods; and

12.6.3 access to the Staff.

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

13 CONFIDENTIALITY

13.1 Subject to clause 13.2, the Parties shall keep confidential the Confidential Information of the other Party and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.

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

13.2.1 required by any applicable law, provided that clause 15 shall apply to any disclosures required under the FOIA or the Environmental Information Regulations;

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

13.2.3 where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 15.1;

13.2.4 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;

13.2.5 to enable a determination to be made under clause 21;

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

13.2.7 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

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

14 DATA PROTECTION

14.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation which arise in connection with the Framework Agreement.

14.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the data controller, and the Supplier is the data processor in respect of the relevant Personal Data disclosed by the Authority (the "**Relevant Personal Data**"). Schedule 6 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.

14.3 Without prejudice to the generality of clause 14.1, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer by it of the Relevant Personal Data to the Supplier for the duration and purposes of this Framework Agreement.

14.4 Without prejudice to the generality of clause 14.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Framework Agreement:

14.4.1 process that Personal Data only on the written instructions of the Authority (as set out in Schedule 6), unless the Supplier is required by the Domestic Law, the UK GDPR or any other laws applicable to the Supplier (the "**Applicable Laws**") to otherwise process the Personal Data. Where the Supplier is so required, it shall promptly notify the Authority before processing the Personal Data, unless prohibited by the Applicable Laws;

14.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Authority to ensure the security of the Personal Data and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the 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 measure 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 evaluation the effectiveness of the technical and organisational measures adopted by it); and

14.4.3 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

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

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

(c) 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

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

14.4.4 notify the Authority immediately if it receives:

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

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

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

14.4.5 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;

14.4.6 notify the Authority and the relevant Authority immediately 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;

14.4.7 at the written direction of the relevant Authority, delete or return Personal Data and copies thereof to that Authority and any Buyer on termination or expiry of the agreement unless required by the Applicable Laws to store the Personal Data;

14.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 14 and allow for audits by the Authority and the Authority or a designated auditor;

14.4.9 indemnify each Authority against any loss or damage suffered by it from or in connection with any breach by the Supplier of its obligations under this clause 14.

15 FREEDOM OF INFORMATION

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

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

15.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two Working Days of receipt;

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

15.1.4 not respond directly to a Request For Information unless authorised in writing to do so by the Authority.

15.2 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 Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

16 PUBLICITY

16.1 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.

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

16.3 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

17 TERMINATION

Termination on Default

17.1 The Authority may terminate the Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice:

17.1.1 where the Supplier commits a Material Breach and:

(a) 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; or

(b) the Material Breach is not, in the reasonable opinion of the Authority, capable of remedy; or

(c) the Material Breach is a fundamental breach of contract;

17.1.2 where the Authority terminates a Call Off Contract awarded to the Supplier under this Framework Agreement as a consequence of a material breach by the Supplier;

17.1.3 any warranty given by the other Party in clause 7 of this Agreement is found to be untrue or misleading; or

17.1.4 if any of the provisions of Regulation 73(1) of the Regulations apply.

Termination on insolvency and Change of Control

17.2 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:

17.2.1 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 **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 Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;

17.2.2 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 its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Supplier with one or more other companies or the solvent reconstruction of the Supplier;

17.2.3 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) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

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

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

17.2.6 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

17.2.7 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;

17.2.8 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 17.2.1~~17.2.1~~ to clause 17.2.7~~17.2.7~~ (inclusive); or

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

17.3 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:

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

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

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

18 SUSPENSION OF SUPPLIER'S APPOINTMENT

18.1 Without prejudice to the Authority's rights to terminate the Framework Agreement in clause 17 above, if a right to terminate this Framework Agreement arises in accordance with clause 17, the Authority may suspend the Supplier's right to receive Purchase Orders from the Authority by giving notice in writing to the Supplier. If the Authority provides notice to the Supplier in accordance with this clause 18, 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.

19 CONSEQUENCES OF TERMINATION AND EXPIRY

19.1 Notwithstanding the serving 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 19.

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

19.3 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 training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance.

19.4 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.

19.5 The provisions of clause 7, clause 12, clause 13, clause 14, clause 15, clause 16, clause 19, clause 22, and clause 32 shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

20 COMPLAINTS HANDLING AND RESOLUTION

20.1 The Supplier must have a process in place to log any complaints or any complimentary feedback received from any Buyer or member of the public about the Goods (the **Supplier's Log**).

20.2 The Supplier's Log shall be in line with the Authority’s policy and procedures in place and as updated.

20.3 The Supplier will report the data obtained by the Supplier's Log to the Authority by means of a quarterly report or more frequently if requested by the Authority.

20.4 All complaints from Servicer Users should be dealt with and resolved appropriately by the Supplier and any serious complaint that cannot be resolved shall be notified to the Authority as soon as reasonably practicable so that the Parties can co-operate and endeavour to satisfy the complainant.

21 DISPUTE RESOLUTION

21.1 If a dispute arises out of or in connection with this Framework Agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this Framework Agreement, the Parties shall follow the procedure set out in this clause:

21.1.1 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 serving

the Dispute Notice, the Authorised Representative of the Authority and Authorised Representative of the Supplier shall attempt in good faith to resolve the Dispute;

21.1.2 if the Authorised Representative of the Authority and Authorised Representative of the Supplier are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Authority's relevant Service Director with responsibility for commissioning the Goods on behalf of the Authority and Managing Director of the Supplier who shall attempt in good faith to resolve it; and

21.1.3 if the Authority's relevant Service Director with responsibility for commissioning the Goods on behalf of the Authority and Managing Director of the Supplier are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve.

21.1.4 To initiate the mediation, a Party must serve notice in writing (**ADR notice**) to the other Party to the Dispute, requesting mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.

21.2 No Party may commence any court proceedings under clause 32 in relation to the whole or part of the Dispute until 60 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

21.3 If the Dispute is not resolved within 45 days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the period of 45 days, or the mediation terminates before the expiration of the said period of 45 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 32~~34~~ in this Agreement.

GENERAL PROVISIONS

22 PREVENTION OF BRIBERY

22.1 The Supplier:

22.1.1 shall not, and shall procure that the Staff and all Sub-Contractor personnel shall not, in connection with this Framework Agreement and any Contract made under it commit a Prohibited Act; and

22.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of this Framework Agreement, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this Framework Agreement.

22.2 The Supplier shall:

22.2.1 if requested, provide the Authority with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and

22.2.2 within 30 Working Days of the Commencement Date, and annually thereafter, certify to the Authority in writing (such certification to be signed by an officer of the Supplier) compliance with this clause 22 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request.

22.3 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Authority) to prevent any Staff or Sub-Contractors from committing a Prohibited Act and shall enforce it where appropriate.

22.4 If any breach of clause 22.1 is suspected or known, the Supplier must notify the Authority immediately.

22.5 If the Supplier notifies the Authority that it suspects or knows that there may be a breach of clause 22, the Supplier must respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit books, records and any other relevant documents. This obligation shall continue for six years following the expiry or termination of this Framework Agreement.

22.6 The Authority may terminate this Framework Agreement by written notice with immediate effect if the Supplier, its Staff or Sub-Contractors (in all cases whether or not acting with the Supplier's knowledge) breaches clause 22.1.

22.7 Any notice of termination under clause 22.6 must specify:

22.7.1 the nature of the Prohibited Act;

22.7.2 the identity of the party whom the Authority believes has committed the Prohibited Act; and

22.7.3 the date on which this Framework Agreement will terminate.

22.8 Despite clause 21, any dispute relating to:

22.8.1 the interpretation of this clause 22; or

22.8.2 the amount or value of any gift, consideration or commission,

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

22.9 Any termination under this clause 22 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

22.A DISCRIMINATION, HUMAN RIGHTS, EQUALITY AND DIVERSITY

The Supplier shall (and shall use its reasonable endeavours to procure that its staff shall) at all times:

22.A.1 comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement.

22.A.2 undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.

22.A.3 perform its obligations under this Agreement (including those in relation to the Goods) in accordance with:

- all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
- the Authority’s equality and diversity policy as provided to the Supplier from time to time; and
- any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law;
- take all necessary steps, and inform the Authority 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);

22.B POLICIES AND PROCEDURES

22.B.1 The Supplier shall (and shall procure that its staff shall) perform its obligations under this Agreement (including those in relation to the Goods) in accordance with the Authority's policies and procedures most especially all applicable Law regarding health and safety.

23 SUBCONTRACTING AND ASSIGNMENT

23.1 Subject to clause 23.2 and clause 23.3, neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other Party, 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.

23.2 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.

23.3 Provided that the Authority has given prior written consent, the Supplier shall be entitled to novate the Framework Agreement where:

23.3.1 the specific change in contractor was provided for in the procurement process for the award of this Agreement;

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

24 VARIATIONS TO FRAMEWORK AGREEMENT

24.1 Any variations to the Framework Agreement must be made only in accordance with this clause 24 and can only be made in any event where the variation does not amount to a material change in the Framework Agreement or the Goods.

24.2 Except where clause 24.13 applies, the Authority may propose a variation using the procedure contained in this clause 24.

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

24.4 The Notice of Variation shall:

24.4.1 contain details of the proposed variation providing sufficient information to allow the Framework Supplier to assess the variation and consider whether any changes to the prices set out in its Pricing Schedule are necessary; and

24.4.2 require the Framework Supplier to notify the Authority within 10 Working Days of any proposed changes to the prices set out in its Pricing Schedule.

24.5 On receipt of the Notice of Variation, the Framework Supplier has 20 Working Days to respond in writing with any objections to the variation.

24.6 Where the Authority does not receive any written objections to the variation within the timescales detailed in clause 24.5, the Authority may then serve the Framework Supplier with a written agreement detailing the variation to be signed and returned by the Framework Supplier within [five] Working Days of receipt.

24.7 On receipt of a signed agreement from the Framework Supplier, the Authority shall notify the Framework Supplier in writing of the commencement date of the variation.

24.8 In the event that the Authority receives a written objection to a variation from the Framework Supplier, the Authority may:

24.8.1 withdraw the proposed variation; or

24.8.2 propose an amendment to the variation.

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

24.10 The Authority may require the Framework Supplier to meet and discuss any proposed changes to the Pricing Schedule that would result from a variation.

24.11 Where a change to a Framework Supplier's Pricing Schedule is agreed by the Authority, the Authority shall notify its acceptance of the change to the Framework Supplier in writing.

24.12 In the event that the Authority and the Framework Supplier cannot agree to the changes to the Pricing Schedule, the Authority may:

24.12.1 withdraw the variation; or

24.12.2 propose an amendment to the variation.

24.13 In addition to the provisions contained in clause 24.1, the Authority may not propose any variation that:

24.13.1 may prevent the Framework Supplier from performing its obligations under the Framework Agreement; or

24.13.2 is in contravention of any Law.

25 THIRD PARTY RIGHTS

25.1 Except as provided in clause 34, clause 45, clause 6 and clause 79, a person who is not a party to this Framework Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

25.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

26 SEVERANCE

26.1 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 Framework Agreement.

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

27 RIGHTS AND REMEDIES

The rights and remedies provided under this Framework Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

28 WAIVER

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

29 COUNTERPARTS

29.1 This Framework Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

30 ENTIRE AGREEMENT

30.1 This Framework Agreement, the Framework Schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the Parties relating to that subject matter, provided that nothing in this clause 30 shall operate to exclude any liability for fraud.

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

31 NOTICES

31.1 Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.

31.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter sent by e-mail. Such email letter shall be addressed to the other Party in the manner referred to in clause 31.3. Provided the relevant communication is not notified as undelivered, the notice or communication shall be deemed to have been given on the earlier of:

31.2.1 four hours after sending and

31.2.2 the date on which the other Party acknowledges receipt of such email letter.

31.3 For the purposes of clause 31.2, the address and Authorised Representative of each Party shall be:

31.3.1 For the Authority:

Address: Bournemouth, Christchurch and Poole Council, [●]

For the attention of: [●]

Tel: [●]

E-mail: [●]

31.3.2 For the Supplier:

[NAME OF SUPPLIER'S AUTHORISED REPRESENTATIVE]

Address: [●]

For the attention of: [●]

Tel: [●]

E-mail: [●]

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

32 GOVERNING LAW AND JURISDICTION

32.1 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.

32.2 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).

This Framework Agreement has been entered into on the date stated at the beginning of it.

EXECUTED AS A DEED BY	)
BOURNEMOUTH,	)
CHRISTCHURCH AND POOLE	)
COUNCIL	)
by affixing the common seal in	)
the presence of:	)

Signature: .....

Full Name: .....

Position: .....

EXECUTED AS A DEED BY
[SUPPLIER]
acting by a director and its secretary or two directors
whose signatures are subscribed here:

Signature of Director ……

Name of Director ……

Signature of Director/Company Secretary ……

Name of Director/Company Secretary …….

SCHEDULE 1 –GOODS AND AWARDS

SCHEDULE 1 Part 1 – GOODS

1. FREQUENCY OF MEETINGS: ((insert here monthly, weekly or other frequency if relevant)

2. SPECIFICATION FOR THE GOODS INCLUDING KEY PERFORMANCE INDICATORS, MANAGEMENT INFORMATION, PERFORMANCE STANDARDS AND QUALITY STANDARDS (insert specification document here)

SCHEDULE 1 Part 2 – TENDER RESPONSE AND OTHER DOCUMENTATION

1. SUPPLIER'S TENDER RESPONSE
2. FRAMEWORK TENDER CLARIFICATION LOG
3. ANY OTHER FRAMEWORK TENDER DOCUMENTATION

SCHEDULE 2 – PRICING SCHEDULE (FRAMEWORK PRICES PRICING SCHEDULE OR SCHEDULE OF RATES PRICING SCHEDULE) SUBMITTED WITH THE FRAMEWORK TENDER

	£

SCHEDULE 3 – **Invitation To Participate (ITP) and Supplemental Bid Template.**

Buyer's Name:	<Name of BCP officer requesting price>
Buyer's office address:	<Address of BCP officer requesting price>
Buyer's email:	<Email of BCP officer requesting price>
Buyer's phone:	<Phone of BCP officer requesting price>

Purpose: The purpose of this template to be a useful basis for drafting specifications for Goods. Amended to suit your specific requirements.

Note: Remove the sections in red as these are guidance notes to assist your drafting.

CONTENTS

Part 1 - Invitation to Participate (ITP)

1. **PROJECT TITLE & DESCRIPTION**
2. **INTRODUCTION & BACKGROUND**
3. **SCOPE OF THE CONTRACT**
4. **DETAILED REQUIREMENTS**
5. **MILESTONES**
6. **SERVICE LEVELS**
7. **CONTRACT MANAGEMENT**
8. **DATA PROTECTION**
9. **EVALUATION**

Part 2 – Supplemental Bid

Part 1 - Invitation to Participate(ITP)

1. Project Title & Description

1.1 Project Title

The title needs to accurately describe the requirement using as few words as possible. It needs to be informative and descriptive to help readers understand the requirement.

1.2 Description

Expand on the title to describe what you wish to buy.

2. Introduction & Background

This section is a brief introduction to your organisation and should provide background information to assist potential suppliers understand the project requirements. Subjects to cover can include an overview of business objectives relevant to the contract and expectations of the engagement.

2.1 Consider sub-section numbers

2.2

3. Scope of the Contract

This section will provide suppliers with an insight of what is included and excluded within the project requirement. This should be a high-level synopsis, providing context of the contract opportunity.

4. Detailed Requirements

This section sets out the detailed requirements the supplier will be required to meet and will define accurately what the supplier needs to know to provide a response that will deliver the right goods at the right time, in the right place, in the right quantity and at the right price. (e.g. volumes; timescales; deliverables, quality expected; reporting structures); you may also want to include resources available from your organisation, any governance arrangements; requirements for contingencies/business continuity; etc.

Functional Requirements

These requirements define the task or desired result by focusing on <u>what</u> is to be achieved, rather than by describing the way it is to be achieved. This challenges suppliers to use their skills and develop smart, creative solutions. Specifying requirements in terms of outputs or functions gives potential suppliers the opportunity to propose innovative solutions (or simply be more creative in their proposals) and means the responsibility for ensuring the solution meets the requirement rests with the supplier rather than your organisation. Use a heading structure that subdivides the requirement into logical areas that map onto the evaluation model which will set out the criteria by which all tender responses will be assessed. The outputs should also be clearly linked to the payment profile/schedule.

Mandatory Requirements

Some requirements may be mandatory, and this section should also be used to clearly detail any such requirements. These must be essential to the contract and should not discriminate unfairly because suppliers can be rejected for failing to meet them.

4.1 Consider sub-section numbers

5. Milestones

Please complete the following table to confirm the milestones that you anticipate being applicable to the delivery of this project and when they are expected to be delivered.

Milestone number	Milestone Description	Completion Trigger	Milestone Due Date

example	Report 1	Draft version presented to project team	30/09/2023
1			
2			
3			
4			

6. Payment Plan

Please complete the following table to confirm that milestones are linked to payment triggers:

Payment No.	Payment Trigger	Payment amount or % of price
example	Completion of Milestone 1	30% of quoted price
1		
2		
3		
4		

7. Service Levels and Key Performance Indicators (KPIs)

If applicable, and, either in terms of quality or in terms of timeliness, Service Levels (SLAs) and Key Performance Indicators (KPIs) should be included in a specification. It is imperative to the success of contract management that you must be able to measure the supplier's performance delivery and this specification must provide information of any SLAs and/or KPIs that you will monitor success against. The frequency of the monitoring must also be included to ensure a robust management process.

Some SLAs and KPIs are easily defined by reference to existing operations, SLAs etc.
KPIs should be clearly linked to the contract opportunity and payment plan (if applicable) to allow performance failure to be tracked and reflected in payment amendments.

The SLAs and KPIs that will be monitored should be outlined and utilised as part of your contact management review process.

KPI No.	Service Description	Service Level	Measurement of Service Level	Consequence of Failed Service Level
1				
2				
3				
4				

8. Contract Management (measuring success and review)

The specification should address what type of contract information you require, if regular meetings/update reviews are required to include what format and frequency these may take (face to face meetings/calls). This can be a useful method of ensuring the project is going to time and budget. Contract Management arrangements should be outlined as part of the documentation to ensure that the potential supplier is aware of their obligations. You may want to consider the estimated contract value and if this section is proportionate and required.

9. Data Protection Schedule

You may wish to seek assistance to complete this section.

No	Description	Details
1	Subject matter of the processing	[This should be a high level, short description of what the processing is about i.e. its subject matter]
2	Duration of the processing	[Clearly set out the duration of the processing including dates]
3	Nature and purposes of the processing	[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]
4	Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
5	Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
6	Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed]

10. Evaluation

Your submission will be evaluated as follows:

Criteria	Criteria Weighting (%)
Quality	60%
Price	40%
TOTAL:	**100%**

Please complete the following table with details of the quality area you would like to use and confirm the weighting split for Price and Quality. Total weightings must add up to 100%. Please delete or add any additional quality areas as required.

Quality Score (60%)

Criteria No.	Evaluation Criteria Title	Evaluation Criteria Description	Evaluation Criteria Weighting (%)
1	**Overview of the Company Services**	• Please provide an overview of your company and the services you deliver.	xx%
2	**Evidence of Delivery Similar Projects**	• Please provide at least two relevant case studies that provide evidence of delivering similar projects • Please provide the names of 2 reference that can provide assurance of your capability to deliver the requirement	xx%
3	**Your understanding of our requirements**	• Please provide your understanding of the Customer requirement	xx%
4	**Ability to Meet the Requirements**	• Please confirm that you can meet all requirements within the required timescales • Please provide a project plan that details how you would deliver the required outcome	xx%
5	**Delivery Methodology for the Overall Project**	• Please detail your proposed approach to deliver this project • Please provide details of your delivery assurance processes	xx%
6	**Delivery Team**	• Please provide CVs for your proposed delivery team	xx%
7	**Business Continuity**	• Please outline what Business Continuity **arrangements** that will be in place to ensure consistency of supply, likely to be impacted by (but not limited to): ○ Natural disaster ○ Loss of information technology ○ Global pandemics ○ Adverse weather conditions ○ Industrial disputes/staffing shortages ○ Receivership ○ Loss of premises	xx%
8	**Any Other/Specific criteria**	•	xx%
		TOTAL	**100%**

Score	Quality Scoring Guide
5	The response is relevant to the question / criteria and provides a clear explanation of the bidder's approach. The approach outlined is adequate and sufficiently supported by detail and, where relevant, measurable evidence. In all aspects it goes beyond this and provides a particularly robust, innovative, or effective approach
4	The response is relevant to the question / criteria and provides a clear explanation of the bidder's approach. The approach outlined is adequate and sufficiently supported by detail and, where relevant, measurable evidence. In some aspects it goes beyond this and provides a particularly robust, innovative, or effective approach

3	The response is relevant to the question / criteria and provides a clear explanation of the bidder's approach. The approach outlined is adequate and sufficiently supported by detail and, where relevant, measurable evidence
2	The response is relevant to the question / criteria and provides some indication of the bidder's approach. However, in one or more aspects it is lacking in specific detail or evidence, and thus falls short of providing an adequate level of assurance
1	The response is of some basic relevance to the question / criteria, but is so brief, or so lacking in information, that it fails to provide even an adequate outline of the bidder's approach
0	No response is provided, or the response is of no relevance to the question / criteria

11. Terms & Conditions

11.1 The applicable terms are those presented in Appendix 2 to this ITP and Supplemental Bid template and also in Schedule 4 of the Framework Agreement ("the Call Off Terms and Conditions)

12. Supplemental terms to the Call-off Terms and Conditions, if any

12.1 Buyer to insert details or "N/A" if not applicable.

13. Execution as a deed

NB: Having consulted Legal as appropriate, if the Buyer decides that the resulting Call off Contract should be executed as a deed, then one of the templates set out in Schedule 5 of the Framework Agreement must be used

Important Note: If the resulting call off contract value is greater than £30k then the contract **must** be sealed via Legal so one of the templates in Schedule 5 **must** be used.

13.1 Execution as a Deed applies / does not apply

14. Additional performance standards

14.1 Buyer to insert details or "N/A" if not applicable

15. Additional quality standards

15.1 Buyer to insert details or "N/A" if not applicable

16. CONFIDENTIAL INFORMATION

16.1 The following information shall be deemed Confidential Information:

Buyer to insert details or "N/A" if not applicable

16.2 Duration that the information shall be deemed Confidential Information:

Buyer to insert details or "N/A" if not applicable

Your fixed price Supplemental Bid will be inclusive of all expenses and should include a breakdown of the personnel who will be involved with the project, along with associated charge rates and anticipated time inputs that can be reconciled to the fixed price and the agreed rates.

Your Bid should additionally describe any pricing assumptions that you have made. The Authority's Buyer may confirm or reject individual assumptions and you may be required to adjust your price accordingly once assumptions have been tested.

Please submit your Bid by email by 14:00 on DD/MM/YYYY

Part 2 - Supplemental Bid

Bidder to input their response to price and quality criteria here

BY SUBMITTING A SUPPLEMENTAL BID WE AGREE to enter a legally binding contract with the Authority to provide the Goods specified in this ITP in accordance with the Call-off Terms and Conditions as set out in Appendix 2 (Schedule 4 of the Framework Agreement)

I/We undertake that this offer shall remain valid and open for acceptance for a period of 4 months from the date of submission unless specifically withdrawn in writing.

6. I/We understand and agree that our Supplemental Bid represents an offer and is subject to the Council's formal written acceptance.

Dated this day of 20	
Full Individual Name:	
Company Name:	
Address:	
Authorised Signature:	
Position (Job Title):	

SCHEDULE 4 - CALL-OFF TERMS AND CONDITIONS

The Framework Call off Terms and Conditions prepared by the Authority the relevant NEC Construction Contract Conditions of Contract.

SCHEDULE 5 – OPTIONAL SCHEDULES A AND B FOR CALL OFF CONTRACTS TO BE EXECUTED BY DEED

OPTIONAL SCHEDULE A: OPTIONAL CALL OFF CONTRACT EXECUTED BY DEED (FOR WORKS)

THIS CALL OFF CONTRACT is made the day of 202
BETWEEN

1) **BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL** of Town Hall, Bourne Avenue, Bournemouth, BH2 6DY (the 'Purchaser'/'Authority'); and

2) **(INSERT NAME OF COMPANY)** (Company No. (INSERT)) whose registered office is (Insert) **(**'the Supplier'/'Supplier'**)**

BACKGROUND

A. The Purchaser sought to appoint suppliers to supply (insert description) ("**Works**") under the sole/multi supplier framework agreement reference number DN (insert ref number) ("the Framework Agreement")

B. The *Purchaser* appointed the *Supplier* as one of the suppliers to provide the Works and correct any Defects (as defined in the Contract Data) therein in accordance with the *conditions of contract*.

C. When calling off under the Framework, the *Supplier and Purchaser* shall follow the procedure set out in clause 4 of the Framework Agreement.

NOW IT IS AGREED THAT

1. The *Supplier* shall execute the Works in accordance with the *conditions of contract* (as amended).
2. The documents forming this contract are:
   - 2.1. Invitation to Participate documentation
   - 2.2. The Supplemental Bid submitted by the Supplier during the Further Competition procedure.
   - 2.3. The Purchase Order Number (insert)
   - 2.4. the NEC4 (insert name of appropriate selected contract) (with amendments October 2020) *conditions of contract comprising:*
     - 2.4.1. core clauses (as amended);
     - 2.4.2. The following secondary option clauses:
       - 2.4.2.1. Option X1
       - 2.4.2.2. Option X2
       - 2.4.2.3. Option X7
       - 2.4.2.4. Option X11
       - 2.4.2.5. Option X17
       - 2.4.2.6. Option X 20
       - 2.4.2.7. Option X25
       - 2.4.2.8. Option Y(UK)3 The Contracts (Rights of Third Parties) Act 1999; and

2.4.2.9. Option Z Additional Conditions of Contract, which include amendments to core and secondary clauses.

("Conditions of Contract");

2.5. The completed Contract Data Part 1;

2.6. The completed Contract Data Part 2; and

2.7. The following documents:

(INSERT ANY OTHER DOCUMENTS THAT FORM PART OF THE CONTRACT)

3. Where there is any discrepancy or conflict within or between the documents forming the contract the order of priority shall be as follows:

3.1. This Call Off Contract;

3.2. The Conditions of Contract (including the Option Z Additional Conditions of Contract);

3.3. Any other documents included in this Contract.

4. This Call Off Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed or have hereunto signed as a deed the day and year first before written

EXECUTED AS A DEED BY)

BOURNEMOUTH, CHRISTCHURCH)

AND POOLE COUNCIL)

by affixing the common seal in the presence of

…….

Monitoring Officer/Deputy Monitoring Officer

EXECUTED AS A DEED BY)

(insert name of Supplier))

acting by a director and its secretary*/two directors* whose signatures are here subscribed.

Signature of Director ……

Name of Director ……..

Signature of Director/Company Secretary ……

Name of Director/Company Secretary ……..

WORKS CALL OFF CONTRACT DOCUMENT SCHEDULE

1. **THE NEC4 (insert description) Conditions of Contract**

2. **OTHER ADDITIONAL DOCUMENTS:**

   (insert)

OPTIONAL SCHEDULE B: OPTIONAL CALL OFF CONTRACT EXECUTED BY DEED (FOR GOODS OR SERVICES) (Amend as appropriate)

This **Call Off Contract** is made the day of 20YY

BETWEEN:

(1) BOURNEMOUTH, CHRISTCHURCH, POOLE COUNCIL whose principal place of business is at Town Hall, Bourne Avenue, Bournemouth, Dorset, BH2 6DY (**Authority**)

and

(2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Supplier**

Individually a "Party" or together the "Parties".

BACKGROUND

(A) Pursuant to Regulation 33 of the Public Contract Regulations 2015, the Authority placed a Contract Notice in the Official Journal of the European Union advertising its intention to establish a framework for the provision of (insert description of Goods)

(B) The Supplier satisfied the selection criteria and is therefore eligible to respond to any Purchase Order published by the Authority pursuant to this Framework

IT IS HEREBY AGREED BY THE PARTIES as follows:

1. This Call Off Contract incorporates the:

- Specification
- Purchase Order Reference Number (insert) incorporating the Call Off Terms and Conditions
- Appendices(including completed ITP/Supplemental Bid)

2. The Supplier shall supply the Goods in accordance with this agreement and the Authority shall pay to the Supplier the prices agreed at the time of any call-off process.

3. This Call Off Contract constitutes the entire agreement between the Parties hereto and supersedes all previous negotiations, representations and agreements either written or oral preceding it.

IN WITNESS whereof the parties hereto have executed this Call Off Contract as a deed the day and year first herein written

EXECUTED AS A DEED BY	)
BOURNEMOUTH,	)
CHRISTCHURCH AND POOLE	)
COUNCIL	)
by affixing the common seal in	)
the presence of:	)

Signature: .....

Full Name: .....

Position: .....

SCHEDULE 6 – DATA PROCESSING

1 The Supplier shall comply with any further written instructions with respect of processing (i) by the Authority in relation to the information in respect of which that Authority is a Data Controller and (ii) 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**

[●]