Dated **20YY**

BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL

and

[PROVIDER]

FRAMEWORK AGREEMENT FOR THE PROVISION OF (insert)

THIS AGREEMENT is dated 20YY

PARTIES

(1) **BOURNEMOUTH, CHRISTCHURCH, POOLE COUNCIL** whose principal place of business is at 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] (**Provider**).

BACKGROUND

(A) The Authority placed a contract notice [REFERENCE] on [DATE] in the Official Journal of the European Union inviting potential Providers (including the Provider) to tender for the provision of the (insert name of the service) ("the Services") to its departments for different projects and purposes as described in the contract notice under a framework agreement.

(B) Based on the Provider's Tender, the Authority selected the Provider to enter this single provider framework agreement to provide the Services to the Authority when it places Orders in accordance with this Framework Agreement.

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

(D) It is the Parties' intention that although this is a single provider Framework, the Authority shall have no obligation to place Orders with the Provider under this Framework Agreement. This is especially so where the Authority believes that the Provider's Quote does not meet the Authority's requirements for time, price or quality.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATIONS

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

Approval means the prior written approval of the Authority.

Audit means an audit carried out pursuant to clause 12.

Auditor means an auditor appointed by the Authority.

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

Buyer means the Authority's client officer who has issued an RFQ to the Provider, for the Provider to price a proposed contract.

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

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 Services 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 OJEU 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 Providers of the Provider 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 means the framework call-off contract which is a legally binding agreement made after completing the standard services procedure set out in clause 4 of this Framework Agreement between the Authority and the Provider comprising an Order, its appendices, and the Call-off Terms and Conditions.

Contract Price means the price (exclusive of any applicable VAT), payable to the Provider by the Authority under the Contract, as set out in the Provider's RFQ and the Authority's Order, for the full and proper performance by the Provider of its obligations under the Contract. This is the amount quoted by the Provider in response to the Authority's RFQ.

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.

Consumer Prices Index (CPI) means the Consumer Prices Index as published by the Official National Statistics from time to time, or failing such publication, such other index as the parties may agree most closely resembles such index.

Data Protection Legislation means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the GDPR and any other directly applicable European Union regulation relating to data protection and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Data Subject means as set out in the Data Protection Legislation.

Default means any breach of the obligations of the relevant Party under a Contract (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

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 Provider means the Provider appointed as the sole provider 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.

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

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

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

Intellectual Property Rights means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off.

Invitation to Tender means the Authority's Invitation to Tender to provide the Services issued to the Provider 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 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.

Lot(s) means the Services divided into lots as referred to in the OJEU Notice and set out in the Specification.

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

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.

OJEU Notice means the contract notice [REFERENCE] dated [DATE] published in the Official Journal of the European Union.

Order means an order issued to the Provider by the Authority via the Authority's official Purchase to Pay(P2P) purchase order system or other ordering system embedded within the Authority's system confirming acceptance of the Quote issued by the Provider.

Parent Company means any company which is the ultimate Holding Company of the Provider and which is either responsible directly or indirectly for the business activities of the Provider or which is engaged in the same or similar business to the Provider. **Holding Company** shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

Party and **Parties** means the Authority and/or the Provider, 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 Schedules means the pricing schedules referred to in Schedule 2.

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.

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

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

Quote means the Providers written priced response to the Authority's Request for Quote (RFQ)

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.

Request for Quote (RFQ) means a written request from the Authority to the Provider in substantially the form set out in Schedule 3 of this Framework Agreement to submit a priced proposal for Services under the Framework.

Services means the Services to be provided by the Provider as described in the Specification in Schedule 1 (which includes, for the avoidance of doubt, any supplemental requirements as detailed in the RFQ).

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 Provider together with the Provider's servants, agents, and subcontractors used in the performance of its obligations under this Framework Agreement or any Contracts.

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

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

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

Tender means the tender submitted by the Provider 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.

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 DIRECT AWARD PROCEDURE

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 Provider in respect of the provision of the Services by the Provider to Authority.

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

3.3 The Authority may at its absolute discretion and from time to time order Services from the Provider in accordance with the ordering procedure 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 Services under this Framework Agreement are required, the Authority shall:

3.4.1 enter into a contract with the Provider for these Services materially in accordance with the terms of the Call Off Terms and Conditions and the RFQ; and

3.4.2 comply with the ordering procedure in clause 4.

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

4 DIRECT AWARD ORDERING PROCEDURE

Ordering Procedure under the Framework Agreement

4.1 If the Authority decides to source Services through the Framework Agreement/call off the Framework, then it shall satisfy its requirements for the Services in accordance with the terms laid down in this Framework Agreement only by awarding the Contract without re-opening competition by following the Standard Services procedure set out in clauses 4.2 to 4.8 below:

Standard Services Procedure

4.2 When ordering Services under the Framework Agreement:

4.2.1 The Authority shall:

4.2.1.1 Issue a Request for Quote (RFQ) in substantially the form set out in Schedule 3 to the Provider based on the Pricing Schedule information tendered by the Provider.

4.3 In response, the Provider shall send through a Quote for consideration by the Authority. The Quote will include the Provider's Price and any other information requested by the Authority.

4.4 If the Authority is satisfied with the Provider's Quote in response to the RFQ, the Authority shall:

4.4.1 accept the Quote and issue an Order to the Provider via the Authority's official Purchase to Pay (P2P) Purchase Order system or other ordering system embedded within the Authority's operational systems.

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

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

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

4.6 The Parties acknowledge and agree that:

4.6.1 the Provider's action of submitting a Quote shall constitute its offer to the Authority.

4.6.2 The Authority shall signal its acceptance of the Provider's offer and the formation of the Contract pursuant to this Framework Agreement by issuing an Order.

4.6.3 On receipt of the Order by the Provider a Contract for the provision of the Services shall be created between the parties.

4.6.4 Even though this Framework was executed as a deed, the Authority shall determine on a case by case basis whether any resulting 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.

4.7 If the Authority is not satisfied with the Provider's Price / Quote then the Authority will challenge the Provider to explain how they arrived at the Price quoted. If after consideration of such explanation the Authority remains dissatisfied with the Provider's Price, then the Authority may proceed to carry out benchmarking or test the market to obtain a more competitive price from other providers outside the Framework. In the event that the Authority secures a more competitive price outside the Framework, the Authority shall be entitled to reject the Provider's Quote and enter into a contract with the most competitive provider outside the Framework.

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

Responsibility for Awards

4.9 The Provider acknowledges that the Authority is fully responsible for the conduct of its award of Contracts under the Framework Agreement.

5 CONTRACT PERFORMANCE AND PRECEDENCE OF DOCUMENTS

5.1 The Provider shall perform all 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 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 Provider 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 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 Order;

5.2.3 the terms of the Framework Agreement, the Framework Schedules to the Framework Agreement and the appendices to the Order, except the Provider's Tender;

5.2.4 any other document referred to in the clauses of the Contract; and

5.2.5 the Provider's Tender.

6 PRICES FOR SERVICES

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

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

6.3 The first such CPI increase shall take effect at the beginning of the second Contract Year and shall be based upon the latest available figures for the percentage increase in the Consumer Prices Index at the beginning of the last month of the previous Contract Year.

PROVIDER'S GENERAL FRAMEWORK OBLIGATIONS

7 WARRANTIES AND REPRESENTATIONS

7.1 The Provider 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 Provider;

7.1.3 in entering into this Framework Agreement or any 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 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 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 Provider 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 Provider's assets or revenue.

8 SERVICE PRE-REQUISITES

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

PROVIDER'S INFORMATION OBLIGATIONS

9 REPORTING AND MEETINGS

9.1 The Provider 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 clause 9.2.

9.2 The Provider shall attend meetings as requested by the Authority in accordance with Schedule 1 (or as the Authority may otherwise reasonably require) and the Provider 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 Provider is required to supply and shall give the Provider at least one Month's written notice of any changes.

10 CONTINUOUS IMPROVEMENT

10.1 The Provider shall adopt a policy of continuous improvement in relation to the Services pursuant to which it will regularly review with the Authority the Services 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 Services.

11 LEGISLATIVE CHANGE

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

12 RECORDS AND AUDIT ACCESS

12.1 The Provider shall keep and maintain until six years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement

including the Services provided under it, the Contracts entered into with the Authority and the amounts paid by the Authority.

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

12.3 The Provider 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 Provider shall if requested provide such records and accounts (together with copies of the Provider'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 Provider or delay the provision of the Services pursuant to the Contracts, save insofar as the Provider accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.

12.6 Subject to the Authority's rights of confidentiality, the Provider 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 Provider and to equipment used in the provision of the Services; 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 Provider in which case the Provider 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 Provider 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 Provider 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 Provider, 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 Provider for the duration and purposes of this Framework Agreement.

14.4 Without prejudice to the generality of clause 14.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider 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 Provider is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Provider (the "**Applicable Laws**") to otherwise process the Personal Data. Where the Provider 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 Provider has provided appropriate safeguards in relation to the transfer;

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

(c) the Provider 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 Provider 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 Provider of its obligations under this clause 14.

15 FREEDOM OF INFORMATION

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

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 Provider 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 Provider 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 Provider with effect from the date specified in such notice:

17.1.1 where the Provider commits a Material Breach and:

(a) the Provider 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 Contract awarded to the Provider under this Framework Agreement as a consequence of a material breach by the Provider;

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 Provider if:

17.2.1 the Provider suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts 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 Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Provider with one or more other companies or the solvent reconstruction of the Provider;

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

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 Provider (being a company);

17.2.5 the holder of a qualifying floating charge over the assets of the Provider (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 Provider or a receiver is appointed over the assets of the Provider;

17.2.7 a creditor or encumbrancer of the Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Provider'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 Provider 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 to clause 17.2.7 (inclusive); or

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

17.3 The Provider shall notify the Authority immediately if the Provider undergoes a Change of Control. The Authority may terminate the Framework Agreement by giving notice in writing to the Provider 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 PROVIDER'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 Provider's right to receive Orders from the Authority by giving notice in writing to the Provider. If the Authority provides notice to the Provider in accordance with this clause 18, the Provider's appointment shall be suspended for the period set out in the notice or such other period notified to the Provider 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 Provider 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 Contract made under the Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Contracts to terminate automatically. For the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.

19.3 Within 30 Working Days of the date of termination or expiry of the Framework Agreement, the Provider 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 Provider'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 Provider'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 Provider 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 Services (the **Provider's Log**).

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

20.3 The Provider will report the data obtained by the Provider'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 Provider 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 Provider shall attempt in good faith to resolve the Dispute;

21.1.2 if the Authorised Representative of the Authority and Authorised Representative of the Provider 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 Services on behalf of the Authority and Managing Director of the Provider 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 Services on behalf of the Authority and Managing Director of the Provider 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. 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 in this Agreement.

GENERAL PROVISIONS

22 PREVENTION OF BRIBERY

22.1 The Provider:

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 Provider 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 Provider) compliance with this clause 22 by the Provider and all persons associated with it or other persons who are supplying goods or services in connection with this Framework Agreement. The Provider shall provide such supporting evidence of compliance as the Authority may reasonably request.

22.3 The Provider 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 Provider must notify the Authority immediately.

22.5 If the Provider notifies the Authority that it suspects or knows that there may be a breach of clause 22, the Provider 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 Provider, its Staff or Sub-Contractors (in all cases whether or not acting with the Provider'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.

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 Provider 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 Provider 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 Provider, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this 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 Services.

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 Provider 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 Provider 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 Provider 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 Provider 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 Provider with a written agreement detailing the variation to be signed and returned by the Framework Provider within [five] Working Days of receipt.

24.7 On receipt of a signed agreement from the Framework Provider, the Authority shall notify the Framework Provider 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 Provider, 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 Provider 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 Provider that any additional costs to the Framework Provider will be kept to a minimum.

24.10 The Authority may require the Framework Provider 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 Provider's Pricing Schedule is agreed by the Authority, the Authority shall notify its acceptance of the change to the Framework Provider in writing.

24.12 In the event that the Authority and the Framework Provider 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 Provider 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 3, clause 4, clause 6 and clause 7, 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 Provider:

[NAME OF PROVIDER'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
[PROVIDER]
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 - AWARDS AND SERVICES

Part 1 - Services

SPECIFICATION FOR THE SERVICES KEY PERFORMANCE INDICATORS, PERFORMANCE STANDARDS AND QUALITY STANDARDS

APPENDIX: THE PROVIDER'S TENDER

Part 2 – Management Information

Please see requirements for Management Information set out in the Specification

SCHEDULE 2 - PRICING SCHEDULES

	£

SCHEDULE 3 – REQUEST FOR QUOTE (RFQ) TEMPLATE

REQUEST FOR QUOTE (RFQ)

FROM

Authority:	Bournemouth Christchurch and Poole Council
Buyer's Name:	
Buyer's office address:	
Buyer's email:	
Buyer's phone:	
Invoice to address:	invoiceonly@bcpcouncil.gov.uk
Order number:	To be quoted on all correspondence relating to this Order:
Order date:	

TO

Provider:	[SERVICE PROVIDER'S NAME]
For the attention of:	
Provider's office address	
Provider's email:	
Provider's phone:	
1. SERVICES REQUIREMENTS	
(1.1) Summary of services required (See Appendix 1 for Call-Off Specification):	
(1.2) Service Commencement Date:	
(1.3) The Authority's proposed payment milestones:	
(1.4) Required completion date (including any extension period or periods):	
2 DIRECT AWARD ORDER: ADDITIONAL REQUIREMENTS	
(2.1) Supplemental requirements in addition to Call-off Terms and Conditions:	
(2.2) Supplemental terms to Call-off Terms and Conditions, if any:	

(2.3) Execution as a deed NB: If the Authority decides that the resulting Contract should be executed as a deed, the template set out in Schedule 5 of the Framework Agreement must be used
3. PERFORMANCE OF THE SERVICES
(3.1) Key personnel of the Provider to be involved in the Services:
(3.2) Performance standards:
(3.3) Location(s) at which the Services are to be provided:
(3.4) Quality standards:
(3.5) Contract monitoring arrangements:
(3.6) Deliverables (as defined in the call off specification) and meetings
4. CONFIDENTIAL INFORMATION
(4.1) The following information shall be deemed Confidential Information: **(4.2) Duration that the information shall be deemed Confidential Information:**

BY SUBMITTING A QUOTE TO FULFIL THIS RFQ THE SERVICE PROVIDER AGREES to enter a legally binding contract with the Authority to provide the Services specified in this RFQ, together with, where completed and applicable, the additional requirements set out in section 2 of this RFQ and also incorporating the rights and obligations in the Call-off Terms and Conditions (Appendix 2 of this RFQ) set out in the Framework Agreement entered into by the Provider and the Authority on [DATE].

Appendix 1: Specification for the Call-Off Services

Appendix 2: Schedule 4 - Call Off Terms and Conditions

SCHEDULE 4 - CALL-OFF TERMS AND CONDITIONS

The Call off Terms and Conditions prepared by the Authority for use with the Framework Agreement and made available to the Provider as part of the tender procedure.

SCHEDULE 5 – OPTIONAL SCHEDULE FOR CALL OFF CONTRACTS TO BE EXECUTED BY DEED

CALL OFF CONTRACT EXECUTED BY DEED

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] (**Provider**

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 services)

(B) The Provider satisfied the selection criteria and is therefore eligible to respond to any Requests for Quote published by the Authority pursuant to this Framework

IT IS HEREBY AGREED BY THE PARTIES as follows:

1. This Call Off Contract incorporates the:

- RFQ and Appendices
- Specification
- Quote from the Provider
- Purchase Order Reference Number (insert) incorporating the Call Off Terms and Conditions

2. The Provider shall supply the Services in accordance with this agreement and the Authority shall pay to the Provider 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: .....

EXECUTED AS A DEED BY
[PROVIDER]
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 6 – DATA PROCESSING

1 The Provider 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 Provider

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**

[●]