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**(1) LONDON BOROUGH OF WALTHAM FOREST**

**and**

**(2) [Provider Name]**

The Provision of Interim, Temporary and Permanent Recruitment as well as HR Consultancy, Professional Services, HR Marketing and Advertising Services

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| **Local Government Resourcing Partnership** **Framework Agreement** |

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# THIS Agreement is made on [ ]

**BETWEEN**: -

1. **The Mayor and Burgesses of the London Borough of Waltham Forest**, whose principle place of business is at Town Hall, Forest Road, Waltham Forest, E17 4JF (the **“Authority”**), and
2. [INSERT COMPANY NAME] (Registration No. [INSERT COMPANY NUMBER]) whose registered office is at [INSERT REGISTERED ADDRESS] (the **“Provider”**)

together the Parties and the “**Party**” means either one of them.

**BACKGROUND**

1. The Authority placed contract notice [ ] on [ ] on Find a Tender seeking expressions of interest from Provider’s for the provision of temporary and permanent recruitment under the Local Government Resourcing Partnership Framework (the **“LGRP”**)to the Authority and the Contracting Authorities.
2. The Provider submitted its expression of interest in response to publication on Find a Tender.
3. The Provider has been appointed and the Authority have entered into this Framework Agreement on the basis of the Provider’s response to tender documents and, in particular, the representations made by the Provider to the Authority in relation to its competence, professionalism and ability to provide the Services, on a Call-Off Contract basis in respect of the Provider’s Lots on this Framework Agreement in an efficient and cost-effective manner.
4. All Providers indicated in their tender response that they will comply with the relevant Law and Regulations governing the provisions of these Services.
5. This Framework Agreement sets out the award and ordering procedure for Services which may be required, the main terms and conditions for any Call-Off Contract which the Customers may conclude, and the obligations of the Providers during and after the term of this Framework Agreement.
6. It is the Parties' intention that there will be no obligation for any Customer to award any orders under this Framework Agreement during its Term.
7. The Provider is aware that until receipt of the signed Framework Agreement (Schedule 9) and Retrospective Payment Certificate (Schedule 8) are received by the Authority the Provider shall not be able to accept any Direct Award or take part in any Call-Off Contract delivered through the Framework Agreement.
8. There are no guarantees given as to any minimum or maximum amount of orders to be placed during the term of this Framework Agreement.

**IT IS AGREED** as follows: -

1. INTERPRETATION
   1. Unless the context otherwise requires, the following words and expressions shall have the following meanings: -

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| **“Additional Services”** | means additional services as may be requested by the Authority and/or the Customer. This may include but is not limited to payroll support and temporary staff being made permanent. Details of Additional Services are provided within the specification |
| **“AWR” and “Agency Worker Regulations”** | means The Agency Worker Regulations 2010 (as amended from time to time) |
| **“Applicant”** | means a person whose curriculum vitae (“CV”) is submitted to the Customer by the Provider for consideration for a Permanent Placement or Temporary Placement |
| "**Approval" and “Approved”** | means the prior written approval of the Authority, not to be unreasonably withheld or delayed |
| **“Authority**" | means the London Borough of Waltham Forest |
| "**Audit**" | means an audit carried out pursuant to Clause 19 |
| "**Auditor**"  **“Authority”** | means the Authority or the Authority’s Internal Auditor and/or the National Audit Office or an Auditor appointed by the Audit Commission as the context requires  means London Borough of Waltham Forest, any employee, agent, servant or representative of the London Borough of Waltham Forest or any other public authority or person employed on behalf of London Borough of Waltham Forest |
| "**Award Criteria**" | means the award criteria for the establishment of the Framework Agreement and for the Further Competition as set out in the Invitation to Tender for this Framework Agreement |
| "**Call-Off Contract**" | means the legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between a Customer and the Provider(s) comprising a Call-Off Order Form and the Call-Off Contract as set out in Schedule 7 |
| **“Central Government Authority/Authorities”** | means the Crown and all bodies listed in Schedule 1 of the Public Contracts Regulations 2015 (whether or not they perform their functions on behalf of the Crown), but does not include Her Majesty in her private capacity |
| "**Commencement Date**" | means 10th November 2021 |
| "**Commercially Sensitive Information**" | means any Information provided in writing by the Provider to the Authority in confidence and designated by the Provider in their tender submission as Commercially Sensitive Information or designated by the Authority’s risk and compliance manager |
| "**Complaint**" | means any formal complaint raised by any Customer in relation to the performance by the Provider or the operation of the Framework Agreement or any Call-Off Contract in accordance with Clause 40 |
| **"Confidential Information**" | means: -  any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either Party;  and does not include any information: -  (i) which was public knowledge at the time of disclosure (otherwise than by breach of this Framework Agreement)  (ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;  (iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or  (iv) is independently developed without access to the Confidential Information |
| **“Customer(s)”** | means means all Customers (except the Authority) |
| **“Data Controller”** | has the meaning given to it in the Data Protection Legislation, as amended from time to time |
| **“Data Loss Event”** | means any event that results, or may result, in unauthorised access to Personal Data under this Call-Off Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Call-Off Contract, including any Personal Data breach |
| **“Data Processor”** | has the meaning given to it in the Data Protection Legislation, as amended from time to time |
| **“Data Protection Legislation”** | means the General Data Protection Regulations2016 (Regulation (EU) 2016/679), the Data Protection Act 2018 as amended from time to time, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable Laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner |
| **“Data Subject”** | has the meaning given to it in the Data Protection Legislation, as amended from time to time |
| **“Data Subject Access Request”** | means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data |
| **“Direct Award”**  **“DPA”** | means the award of a Call-Off Contract to a Provider on the Framework Agreement without re-opening competition where this possibility has been stipulated in the procurement documents for the Framework Agreement  means the Data Protection Act 2018 as updated from time to time |
| **“Employee”** | shall mean an Applicant who has been retained by the Customer as a permanent employee |
| **“Environmental Information Regulations” or** "**EIR**" | mean the Environmental Information Regulations 2004 and any subordinate legislation made under such 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 regulations |
| **“Extension Period”** | means such period or periods up to a maximum of 1 year in total as may be specified by the Authority pursuant to Clause 2.2 |
| **“Fees”**  **“Find a Tender”** | means the fees payable for the Services in accordance with Appendix 2 of the Call-Off Contract  means the UK procurement e-notification service |
| "**FOIA**" | means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation |
| **“Force Majeure”** | means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding: -  (a) any industrial action occurring within the Provider's or any sub–contractors organisation;  (b) the failure by any Sub-Contractors to perform its obligations under any sub-contract (save where such failure is itself due to an event that would otherwise fall within this definition of Force Majeure); or  (c) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent |
| "**Framework Agreement**" | means this agreement and all Schedules and Annexes to this agreement |
| "**Framework Agreement Variation Procedure**" | means the procedure set out in Schedule 5 |
| **“Framework Lot”** | means the Lot(s) established as part of the Framework Agreement |
| "**Framework Providers**" | means the Providers appointed as Framework Agreement Providers under the Framework Agreement |
| "**Fraud**" | means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Framework Agreement or defrauding or attempting to defraud or conspiring to defraud any Customer |
| **“Further Competition”** | means a further competition carried out amongst the Providers appointed to the Framework Agreement by the Customer for the award of a Call-Off Contract for the supply of Services on the Call-Off Contract terms and conditions at Schedule 7 |
| "**Good Industry Practice**" | means standards, practices, methods and procedures conforming to the Law and that require a degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or organisation engaged in providing Services of a similar type and nature to those required under the terms of this Framework Agreement |
| "**Guarantee**" | means the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Framework Agreement. A Guarantee will only be requested if the Providers financial standing falls below levels expected by the Authority |
| "**Guarantor**" | means [                    ] |
| "**Guidance**" | means any guidance issued or updated by the UK Government from time to time in relation to the Regulations |
| **“Improvement Notice”** | means a notice issued to the Provider instructing the Provider to improve or remedy any minor defaults of the Framework Agreement, the Call-Off Contract or the Order Form in the provision of the Services |
| **“Information”**  **“Information Commissioner”** | has the meaning given under Section 84 of the Freedom of Information Act 2000  means the United Kingdom’s independent data protection authority established under Part 5 of the Data Protection Act 2018 |
| **“Initial Period”** | means the period from the Commencement Date until its second (2nd) anniversary of the Framework Agreement’s Commencement Date |
| **“Intellectual Property”** | means patents, inventions, trademarks, service marks, logos, design rights (whether registerable 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 registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off |
| **"Invitation to Tender (ITT)**" | means the invitation to tender issued by the Authority on 12th March 2021 |
| "**Law**"  **“Lot”** | means:   1. any law, statute, bye-law, regulation, directives, delegated or subordinate legislation in force from time to time and within the meaning of section 21(1) of the Interpretation Act 1978, mandatory guidance or code of practice, judgment of a relevant court of law, or requirements of any regulatory body with which the Service Provider is bound to comply; and 2. any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement **(“EU References”)** which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018(as amended) and European Union (Withdrawal Agreement) Act 2020 and which shall be read on and after EU exit day as a reference to the EU References as modified by domestic law from time to time. For the avoidance of doubt, this shall include any Laws arising out of or in connection with any withdrawal of the United Kingdom from the European Union.   means the Services divided into lots as referred to in the Find a Tender and set out in Schedule 1 |
| "**Management Information**" | means the management information specified in Schedule 4 |
| "**Material Default**" | means any breach of Clauses 6, 9 (Warranties and Representations), 10 (Prevention of Bribery and Corruption), 11 (Conflicts of Interest), 14 (Statutory Requirements), 15 (Retrospective Payments), 18 (Provision of Management Information), 19 (Records and Audit Access), 20 (Confidentiality), 21 (Data Protection), 22 (Freedom of Information), 30 (Transfer and Sub-contracting) |
| **“Minor Default”** | means any breach of the Framework Agreement, the Call-Off Contract or the Order Form which may be either a partial breach or a breach not so severe as to warrant a Material Default |
| "**Month**" | means a calendar month |
| **"Order" and “Order Form”** | means the order for Services submitted to the Provider by any Customer in accordance with the Ordering Procedures. The Order Form means a document setting out details of an Order in the form set out in Schedule 7 (Order Form & Call-Off Contract) |
| "**Ordering Procedures**" | means the ordering and award procedures specified in Clause 8 |
| "**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. The term "**Holding Company**" shall have the meaning ascribed by Section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto |
| **“Permanent Placement”** | means a permanent position for an Applicant with a Customer |
| **“Placement”** | means a Permanent Placement and/or Temporary Placement, as appropriate |
| **“Personal Data”** | has the meaning given to it in the Data Protection Legislation as amended from time to time |
| **“Processing”** | has the meaning given to it in the Data Protection Legislation but, for the purposes of this Call-Off Contract, it shall include both manual and automatic processing and "**Process**" and "**Processed**" shall be interpreted accordingly |
| “**Prohibited Act”** | means any of the following acts, as described in the Bribery Act 2010:   * + - 1. to directly or indirectly offer, promise or give any person working for or engaged by the Authority or the Customer a financial or other advantage to:          1. induce that person to perform improperly a relevant function or activity; or          2. reward that person for improper performance of a relevant function or activity;       2. 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 Agreement;       3. committing any offence:  1. under the Bribery Act; 2. under legislation creating offences concerning fraudulent acts; 3. at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority or any Call-Off Contract; or 4. defrauding, attempting to defraud or conspiring to defraud the Authority or any Customer |
| **“Provider”** | means the person, firm, company or organisation whom executes this Framework Agreement and includes any employee, agent, servant, Sub-Contractor or representative of the Provider or person employed by or on behalf of the Provider to provide the Services. For the avoidance of doubt a Provider can be a managed service provider, recruitment outsourcing process provider, talent pool provider, vendor management provider or a recruitment provider but shall not include the Temporary Workers |
| "**Provider's Lots**" | means the lots which the Provider has been appointed to under this Framework Agreement |
| **“Pricing Matrices**" | means the pricing matrices set out in the Providers response to the Invitation to Tender |
| "**Quality Standards**" | means the quality standards published by BSI British Standards, the National Standards Authority of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent authority (and their successor authorities), that a skilled and experienced operator in the same type of industry or business sector as the Provider would reasonably and ordinarily be expected to comply with (as may be further detailed in the Order Form) and any other quality standards set out in the Order Form |
| "**Regulations**" | means the Public Contracts Regulations 2015 including any re-enactments |
| **“Regulatory Authorities”** | means those government departments and regulatory, statutory and other entities, committees, ombudsmen and authorities 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 EIR |
| **“Restricted Country”** | means any country which:   1. is outside the European Economic Area; 2. is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together “Restricted Countries”) as amended or replaced from time to time, including but not limited to the decisions made by the European Commission which may be accessed at <http://ec.europa.eu/justice/data-proctection/international-transfers/adequacy/index_en.htm>; and   has not been confirmed by the Authority or the Customer as a non-Restricted Country in writing from time-to-time |
| **“Retrospective Payments”** | means a payment to the Authority by the Provider as detailed in Schedule 8 also referred to in the Invitation to Tender as commission, rebate or catalogue contribution |
| "**Services**" | means the provision of any Services as specified in Schedule 1 and the Order Form |
| "**Staff**" | means all persons employed by the Provider together with the Provider's servants, employees, self-employed staff, personnel, contractors, consultants, representatives, suppliers, agents, and Sub-Contractors used in the performance of its obligations under this Framework Agreement or Call-Off Contracts (but excluding for the avoidance of doubt any Temporary Workers supplied to the Customer to perform work under the Customer’s direction, supervision and control) |
| **“Sub-Contractor”** | means a company performing the Services or part of the Services on behalf of the Provider |
| **“Sub-Processor”** | means any third Party appointed to Process Personal Data on behalf of the Provider related to this Call-Off Contract |
| **“Temporary Placement”** | means a position for a Temporary Worker with a Customer |
| **“Temporary Worker”** | means an Applicant or any individual who has been selected by a Customer to provide services on a temporary basis, whether as an individual or via a limited company as a contractor or otherwise and who shall be supplied by the Provider to provide services under temporary assignment to a Customer pursuant to this Framework Agreement. For the avoidance of doubt, Temporary Workers shall be under the direction, supervision and control of the Customer but the Provider shall remain responsible for the overall management of the Temporary Worker. Temporary Workers shall not be considered to be “Staff” under this Framework Agreement. For the avoidance of doubt the Provider will at all times remain responsible for the contractual relationship with the Temporary Worker, including but not limited to termination of their contract |
| **“Tender”** | means a tender prepared by a Provider in response to the Invitation to Tender seeking admission onto the Framework Agreement which will form part of the Call-Off Contract |
| "**Term**" | means the period commencing on the Commencement Date and ending on 9th November 2023 or on earlier termination of this Framework Agreement unless the Framework Agreement is extended up to a maximum of twenty four (24) Months in line with Clause 2.22 |
| "**Working Days**" | means any day other than a Saturday, Sunday or public holiday in England and Wales |
| "**Year**" | means a calendar year |

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* 1. The interpretation and construction of this Framework Agreement shall be subject to the following provisions: -
     1. words importing the singular meaning include where the context so admits the plural meaning and vice versa;
     2. words importing the masculine include the feminine and the neuter;
     3. the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
     4. references to any person shall include natural persons and partnerships, firms and other incorporated organisations and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
     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;
     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;
     7. references in this Framework Agreement to any Clause or Sub-Clause or Schedule without further designation shall be construed as a reference to the Clause or Sub-Clause or Schedule to this Framework Agreement so numbered;
     8. references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered; and
     9. reference to a Clause is a reference to the whole of that clause unless stated otherwise.

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| **PART ONE: FRAMEWORK AGREEMENT AND AWARD PROCEDURE** |

1. Term of THIS Framework Agreement
   1. This Framework Agreement shall take effect on the Commencement Date and shall expire either:
      1. at the end of the Initial Period; or
      2. where the Authority elects to extend the Initial Period in accordance with Clause 2.2 below, at the end of the Extension Period.

unless it is terminated earlier in accordance with the terms of this Framework Agreement or otherwise by operation of Law.

* 1. The Authority may extend the duration of this Framework Agreement for any period or periods up to a maximum of two (2) Years in total from the expiry of the Initial Period by giving the Provider no less than three (3) Months' written notice.

1. FRAMEWORK AGREEMENT PERFORMANCE
   1. The Provider shall perform its obligations under this Framework Agreement in accordance with:
      1. Law and Regulations governing the delivery of the Services;
      2. The terms of this Framework Agreement;
      3. The Schedules to this Framework Agreement;
      4. The Order Form;
      5. The Call-Off Contract;
      6. Any other document referred to in the clauses of the Call-Off Contract.
2. SCOPE OF THIS FRAMEWORK AGREEMENT
   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 the Authority and to the Customers.
   2. The Authority and (subject to the following provisions of this Clause 4.2) the Customers may at their absolute discretion and from time to time order Services from the Provider in accordance with the Ordering Procedure during the Term. The Parties acknowledge and agree that the Customers have the right to order Services pursuant to this Framework Agreement provided that they comply at all times with all Laws (including, but not limited to, the law, the Regulations, the Guidance including but not limited to the Conduct of Employment Agencies and Employment Businesses (Amendment) Regulations 2010 and the Ordering Procedure). If there is a conflict between Clause 8 and the Law, the Regulations and the Guidance, the Customers shall comply with the Law, the Regulations and the Guidance.
   3. The Provider acknowledges that there is no obligation for the Authority and for any Customer to purchase any Services from the Provider during the Term.
   4. No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Authority and/or any Customer in respect of the total quantities or values of the Services to be ordered by them pursuant to this Framework Agreement and the Provider acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation that has been made.

1. Provider’s APPOINTMENT
   1. The Authority appoints the Provider as a potential Provider of the Services referred to in the Provider's Lots and the Provider shall be eligible to be considered for the award of Orders for such Services by the Customers during the Term.
2. PROVIDER’S STATUS
   1. At all times during the Contract Period the Provider shall be an independent service provider and nothing in this Framework Agreement or the Call-Off Contract shall create an employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party except as expressly permitted by the terms of the Call-Off Contract.
3. NON-EXCLUSIVITY
   1. The Provider acknowledges that, in entering into this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Authority and/or the Customers for Services from the Provider and that the Authority and/or Customers are at all times entitled to enter into other contracts and agreements with other providers for the provision of any or all Services which are the same as or similar to the Services.

1. AwarD PROCEDURES

**Awards under the Framework Agreement**

* 1. If a Customer decides to source Services through the Framework Agreement, then it may:
     1. award its Call-Off Contract requirements in accordance with Clause 8.2 without re-opening competition to an economic operator that is a party to the Framework Agreement in accordance with the Regulations and the Guidance (“**Direct Award**”); or
     2. award its competed Call-Off Contract requirements by carrying out a Further Competition through reopening competition against the economic operators which are party to the Framework Agreement, in accordance with the Regulations and the guidance stipulated in Schedule 3 (Award Criteria)
     3. The award must use the weightings laid down in the Invitation to Tender.

**Direct Award**

* 1. Any Customer making a Direct Award under the Framework Agreement shall: -
     1. identify the relevant Framework Lot;
     2. identify the Provider who has been accepted onto the Framework Agreement for the appropriate Services required;
     3. award and place an Order for the Call-Off Contract requirements with the appropriate Framework Provider which:
        1. state the Services requirements;
        2. identify the Framework Lot for which the award is made;
        3. state the price payable in accordance with the Pricing Matrices applicable for the relevant Framework Lot; and
        4. incorporate the Call-Off Contract terms and conditions.

**Further Competition (Re-opening of Criteria)**

* 1. Any Customer requiring Services under the Framework Agreement using Further Competition shall:
     1. identify the relevant Framework Lot(s) which its Call-Off Contract requirements fall into;
     2. identify the Framework Providers capable of performing the Call-Off Contract for the Services requirements;
     3. supplement and refine the Call-Off Contract terms and conditions only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
     4. invite tenders to take part in the Further Competition for its Services requirements in accordance with the Regulations and Guidance and in particular: -
        1. consult in writing with the Framework Providers capable of performing the Call-Off Contract for the Services requirements and invite them within a specified time limit to submit a tender in writing for each specific Call-Off Contract to be awarded;
        2. set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the Call-Off Contract and the time needed to submit tenders; and
        3. keep each tender confidential until the expiry of the time limit for the receipt by it of tenders;
     5. apply the Award Criteria to the Framework Providers' compliant tenders as the basis of its decision to award a Call-Off Contract for its Services requirements; and
     6. place an Order with the successful Framework Provider(s) which: -
        1. states the Services requirements;
        2. identifies the Framework Lot(s) for which the award is made;
        3. states the price payable in accordance with the tender submitted by the successful Framework Provider; and
        4. incorporates in the Call-Off Contract the Further Competition requirements.
  2. The Provider agrees that all tenders submitted by them as part of the Further Competition held pursuant to this Clause 8 shall remain open for acceptance for thirty (30) days or such other period specified in the Invitation to Tender issued by the Customer.
  3. The Customer shall be entitled at all times to decline to make an award, abandon or cancel the Further Competition. Nothing in this Framework Agreement shall oblige any Customer to place any Order.
  4. Where a Further Competition process is undertaken this shall be participated in by the Provider at no cost to the Authority and the Customer.

**Responsibility of Awards**

* 1. The Provider acknowledges that each Customer is independently responsible for the conduct of its award of Call-Off Contracts under the Framework Agreement but that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to: -
     1. the conduct of the Customers in relation to the Framework Agreement; or
     2. the performance or non-performance of (including payments due under) any Call-Off Contracts between the Provider and the Customers entered into pursuant to the Framework Agreement.

**Form of Order**

* 1. Subject to Clauses 8.1 to 8.7 above, any Customer may place an Order with the Provider by serving an order in writing.

**Ordering Procedure**

* 1. The Customer shall select a Provider to place Orders with following award of a Call-Off Contract in accordance with Clause 8 above (Awards Under the Framework Agreement).
  2. The Customer will endeavour to have their Order annotated with the relevant Call-Off Contract reference number, but this cannot be guaranteed on all Orders.
  3. The Customer shall respond to any reasonable request for information from the Provider.
  4. The Customer shall ensure that all Orders are awarded in accordance with the provisions of the Regulations.

**Accepting and Declining Orders**

* 1. Following receipt of an Order, the Provider shall promptly and in any event within a reasonable period (notified to the Provider in writing at the same time as the submission of the Order), which in any event shall not exceed three (3) Working Days, acknowledge receipt of the Order and either:
     1. notify the relevant Customer that it declines to accept the Order; or
     2. notify the relevant Customer that it accepts the Order by signing and returning the Order Form.
  2. If the Provider:
     1. notifies the Customer that it declines to accept an Order; or
     2. the time-limit referred to in Clause 8.13 has expired;

then the offer from the Customer to the Provider shall lapse and the relevant Customer may offer that Order to the Framework Provider that submitted the next most economically advantageous tender in accordance with the relevant Award Criteria.

* 1. The Provider in agreeing to accept such an Order pursuant to Clause 8.8 above shall enter a Call-Off Contract with the relevant Customer for the provision of Services referred to in that Order. A Call-Off Contract shall be formed on the Customer's receipt of the signed Order Form provided by the Provider (or such similar or analogous form agreed with the Provider) pursuant to Clause 8.8.

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| **PART TWO: PROVIDER'S GENERAL FRAMEWORK OBLIGATIONS** |

1. WARRANTIES AND REPRESENTATIONS
   1. The Provider warrants and represents to the Authority that: -
      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 and under any Call-Off Contract;
      2. it acknowledges that it will not be able to bid for any Further Competitions under the Framework Agreement following the issue of a call for Further Competition if it has not signed and returned this Framework Agreement;
      3. all obligations of the Provider pursuant to this Framework Agreement and under any Call-Off Contract shall be performed by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;
      4. the Provider and its Staff employed by the Provider in connection with the Services will comply with the relevant Quality Standards, Law, codes of conduct and Regulations governing the provision of the Services;
      5. the Provider is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Framework Agreement and under any Call-Off Contract;
      6. the Provider shall discharge its obligations under this Framework Agreement and under any Call-Off Contract with all due skill, care and diligence including Good Industry Practice and (without limiting the generality of this Clause) in accordance with its own established internal procedures;
      7. this Framework Agreement is executed by a duly authorised representative of the Provider;
      8. in entering into this Framework Agreement or any Call-Off Contract it has not committed any Fraud;
      9. as at the Commencement Date, all information, statements and representations contained in the Invitation to Tender and the Provider’s response to the Invitation to Tender (including statements made in relation to the categories referred to in regulation 57 of the Regulations) for the Services are true, accurate, and not misleading save as may have been specifically disclosed in writing to the Authority prior to 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 which would render any such information, statement or representation to be false or misleading;
      10. it has not entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made in respect of the Framework Agreement or any Call-Off Contract;
      11. it has not caused or induced any person or organisation to enter such agreement referred to in Clause 9.1.10 above;
      12. it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other tender or proposed tender for Services under the Framework Agreement;
      13. it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916, the Bribery Act 2010 or the Criminal Finances Act 2017;
      14. 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 which 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 a Customer;
      15. 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 which may be entered into by a Customer;
      16. 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; and
      17. in the three (3) Years prior to the date of this Framework Agreement: -
          1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
          2. it has been in full compliance with all applicable securities, laws and regulations in the jurisdiction in which it is established; and
          3. it has not performed any act or omission with respect to its financial accounting or reporting which could have an adverse effect on the Provider's position as an ongoing business concern or its ability to fulfil its obligations under this Framework Agreement.
      18. The Provider shall provide the Services in a conscientious and timely manner in accordance with the contract standard as described in the Framework Agreement or as reasonably required by the Customer.
      19. The Provider shall notify the Authority’s contracts manager immediately of any circumstances relating to the Provider and/or the Customer concerning the provision of the Services of which the Provider is aware or anticipates which may justify the Authority and/ or the Customer taking action to protect its interests (including its reputation and standing).
      20. During the term of this Framework Agreement the Provider shall not, without the prior written consent of the Authority, either directly or indirectly on their own behalf or in the service of on behalf of others, solicit or attempt to solicit, divert any Customer personnel who they have worked with on this Framework Agreement or any Call-Off Contract resulting from this Framework Agreement.
   2. The Provider warrants and represents the statements in Clause 9.1 above to each of the Customers.
2. **PREVENTION OF BRIBERY AND CORRUPTION**
   1. The Provider and its Staff:
      1. have not committed and will not commit a Prohibited Act in connection with this Framework Agreement;
      2. has not given and will not give any fee or reward to any person which it is an offence under Section 117(2) of the Local Government Act 1972 to receive; and
      3. 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 securing or execution of this Framework Agreement, or any other agreement with the Authority, excluding any arrangements of which full details have been disclosed in writing to the Authority prior to the execution of this Framework Agreement.
   2. In the event of any breach of Clause 10.1, the Authority is entitled to recover from the Provider the value of any gift, consideration or commission.
   3. The Provider will upon request provide the Authority with all reasonable assistance to enable the Authority to perform any activity required for the purposes of complying with the Bribery Act, as may be required by the Authority. Should the Authority request such assistance the Authority shall pay the reasonable expenses of the Provider arising as a result of the activity.
   4. The Provider will provide the Authority with certification, if requested to do so, in writing and signed by an officer of the Provider, of the compliance with this Clause 10 by:
      1. the Provider and its Staff; and
      2. all persons associated with the supply of Services.
   5. If requested, certification will be provided to the Authority within fifteen (15) Working Days of the Commencement Date and annually thereafter for the Term. The Provider will provide any evidence of compliance as may reasonably be requested by the Authority.
   6. The Provider will have in place an anti-bribery policy for the purpose of preventing any of its Staff from committing any Prohibited Act. Such policy shall be disclosed to the Authority and enforced by the Provider where appropriate.
   7. Should the Provider become aware of or suspect any breach of Clause 10.1 it will notify the Authority immediately.
   8. Following notification under Clause 10.7 the Provider will respond promptly and fully to the enquiries of the Authority, cooperate with any investigation undertaken by the Authority and allow the Authority to audit any books, records and other relevant documentation. The Provider’s obligations under this Clause 10.8 shall survive the expiry or termination of this Framework Agreement for a further period of 6 years.
   9. The Authority may recover in full from the Provider and the Provider shall indemnify the Authority in full from and against any other loss sustained by the Authority in consequence of any breach of this Clause 10, whether or not the Framework Agreement has been terminated.
   10. The Authority may terminate this Framework Agreement immediately upon serving written notice if the Provider or, its Staff whether or not acting with the Provider’s knowledge, breaches Clause 10.1. Before exercising its right of termination under this Clause 10.10 the Authority will give all due consideration to other action beside termination unless the Prohibited Act is committed by:
       1. the Provider or a senior officer of the Provider; or
       2. a member of Staff, who is not acting independently of the Provider. The expression ‘not acting independently of’ (when used in relation to the Provider or Sub-Contractor) means and shall be construed as acting;
          1. with the authority of;
          2. with the actual knowledge of any one or more of the Provider’s or Sub-Contractors (as applicable) directors or partners; or
          3. in circumstances where any one or more of the directors (or partners) of the Provider or its Staff (as applicable) ought reasonably to have had knowledge.
   11. Termination under Clause 10.10 will:
       1. be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority under this Framework Agreement;
       2. prohibit the Provider from claiming any damages for early termination; and
       3. allow the Authority to recover from the Provider the amount of any loss suffered by the Authority resulting from the termination; or
       4. entitle the Authority to be indemnified by the Provider for any additional costs, losses, damages or expenses incurred in re-procuring and obtaining the services from another party as a direct result of the Provider’s actions.
   12. Any notice of termination by the Authority under Clause 10.10 must specify:
       1. the nature of the Prohibited Act;
       2. the identity of the person whom the Authority believes has committed the Prohibited Act; and
       3. the date on which this Framework Agreement will terminate.
   13. Notwithstanding Clause 42 (Dispute Resolution) any dispute relating to:
       1. the interpretation of this Clause 10; or
       2. the amount or value of any gift, consideration, commission or other financial advantage

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

1. CONFLICTS OF INTEREST
   1. The Provider shall take appropriate steps to ensure that neither the Provider nor any Staff are placed in a position where (in the reasonable opinion of the Authority ) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider or Staff and the duties owed to the Authority and Customers under the provisions of this Framework Agreement or any Call-Off Contract.
   2. The Provider shall promptly notify and provide full particulars to the Authority or the relevant Customer if such conflict as referred to in Clause 11.1 above arises or is reasonably foreseeable to arise.
   3. A Provider may be considered to have a conflict of interest, if the Provider:
      * 1. Directly or indirectly controls, is controlled by or is under common control with another Provider;
        2. Receives or has received any direct or indirect subsidy from another Provider;
        3. Has the same legal representative as another Provider;
        4. Has a relationship with another Provider, directly or through common third parties, that puts it in a position to influence another Provider regarding the provision of Services under this Framework Agreement;
        5. Has a close business or family relationship with an employee of the Authority involved in the tendering of the Framework Agreement.
   4. The Authority reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Provider and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and the duties owed to the Authority under the provisions of this Framework Agreement or any Call-Off Contract. The action of the Authority pursuant to this Clause 11 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

1. CALL-OFF CONTRACT PERFORMANCE
   1. The Provider shall perform all Call-Off Contracts entered into with the Authority or any Customer in accordance with: -
      1. the requirements of this Framework Agreement; and
      2. the terms and conditions of the Call-Off Contract.
   2. In the event of, and only to the extent of, any conflict between the terms and conditions of this Framework Agreement and the terms and conditions of a Call-Off Contract, the order of priority will be: -
      * 1. The Order Form.
        2. The Call-Off Contract and its Schedules
        3. The terms of the Framework Agreement.
        4. The Schedules to the Framework Agreement.
        5. Any other document referred to in the clauses of the Call-Off Contract.
        6. The Providers response to the Invitation to Tender.

1. PRICES FOR SERVICES
   1. The prices offered by the Provider for Direct Award Call-Off Contracts to Customers for Services shall be the prices listed in the Pricing Matrices at Schedule 2 for the relevant Provider's Lot and such prices shall be fixed for two (2) years from the Commencement Date of the Framework Agreement. Following the 2nd (second) year from the Framework Agreement Commencement Date, the prices offered by the Provider shall be reviewed by the Parties and the Authority may agree to adjust them before fixing them for another 2 years if the Framework Agreement Term is extended for further 2 years.
   2. The prices offered by the Provider for the Call-Off Contracts resulting from the Further Competition to the Customers for Services shall be based on the prices set out in the Providers response to the requirements as tendered in accordance with the requirements of the Further Competition held pursuant to Clause 8.
   3. The prices offered by the Provider for all Call-Off Contract requirements will be fixed for the agreed time within the Call-Off Contract documentation.
   4. Under no circumstances shall Providers be permitted to change any submitted pricing without first obtaining Approval from the Authority.
   5. Unless otherwise expressly stated in the Framework Agreement the prices shall cover all the Provider's obligations under the Framework Agreement and everything necessary for the provision of the Services under the Framework Agreement.
   6. Unless otherwise expressly stated in this Framework Agreement no claim for additional costs made by the Provider will be allowed on the grounds of any matter relating to: -
      * 1. any document forming part of the Framework Agreement; or
        2. any ambiguity or discrepancy in the tender documentation or the Framework Agreement

which an experienced Provider could have satisfied himself by reference to the Authority or to the Customers by any other appropriate means.

* 1. Open book costing will be required by the Authority and may be required by the Customers from all Providers on the Framework Agreement, this information can be requested by the Authority or any Customer throughout the duration of the Framework Agreements or subsequent Call-Off Contracts. This is to ensure the constant monitoring of the pricing structures throughout the supply chain. This may be requested at any time during the Framework Agreement whether the Call-Off Contract is awarded through Direct Award or the Further Competition.

**Rate Audits**

* 1. The Authority and/or any Customer may carry out rate audits against the Framework Agreement costings at any time during the Term.

1. STATUTORY REQUIREMENTS
   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 Call-Off Contract.
2. RETROSPECTIVE PAYMENTS
   1. A Retrospective Payment will be applied to all Orders placed in each year of the Term. Any Retrospective Payments offered by the Provider under this Framework Agreement are to be paid to the Authority as per the details in Schedule 8.
   2. Reports on the value of orders placed under this Framework Agreement and under any Direct Awards or the Call-Off Contracts resulting from a Further Competitions shall be submitted via the YPO’s electronic spend data portal (<http://suppliersinfo.ypo.co.uk/supplier_rebate/login.php> ) by the Provider.
   3. The Provider shall make the Retrospective Payments to the Authority within 30 days as per the instructions on the invoice.
   4. For the avoidance of doubt the Retrospective Payments shall be payable on all individual Orders during the full term of the Direct Award and/or the Further Competition and/or the Call-Off Contract including any extensions thereto.
   5. If any invoice for Retrospective Payments remains unpaid for a period of three (3) Months, then the Authority may terminate the Framework Agreement forthwith on giving notice in writing to the Provider.
3. **SOCIAL RESPONSIBILITY**
   1. The Provider shall perform its obligations under this Framework Agreement (including those in relation to the Services) in accordance with:
      1. All applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
      2. The Authority’s equality and diversity policy as provided to the Provider from time to time;
      3. Any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under the applicable equality law and
      4. Take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court, tribunal, or Equality and Human Rights Commission or any successor organisation.
   2. The Provider shall take all reasonable steps to secure the observance of Clause 16.1 by all Staff employed in the execution of the Framework Agreement and each Call-Off Contract.
   3. The Provider shall, at all times, be responsible for and take all such precautions as are necessary to protect the health and safety of all employees, volunteers, service users and any other persons involved in, or receiving Services from, the performance of the Call-Off Contract and shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation relating to the health and safety of persons and any amendment or re-enactment thereof.
   4. The Provider must ensure that all Staff involved in the supply of Services are eligible to work in the UK.
   5. The Authority shall be entitled at the Authority’s expense to inspect such books, accounts and records belonging to the Provider as are necessary to demonstrate compliance with Clause 16.
   6. The cost to the Provider of complying with this Clause 16 shall be included in the pricing.
4. **PROVIDERS STAFF**
   1. The Provider shall select, employ, train, furnish and deploy in and about the performance of the Framework Agreement and each Call-Off Contract only such Staff as are appropriately skilled and experienced.
   2. The Provider and the Provider’s Sub-Contractors, Staff shall comply with all reasonable requirements of the Authority and Customer.
   3. The Provider, its agents and Sub-Contractors shall employ sufficient Staff to ensure that the Services are provided at all times and in accordance with the Framework Agreement and each Call-Off Contract. Without prejudice to the generality of this obligation, it shall be the duty of the Provider to ensure that a sufficient reserve of Staff is available to provide the Services in accordance with this Framework Agreement during staff holidays or absence through sickness or any other cause.

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| **PART THREE: PROVIDER'S INFORMATION OBLIGATIONS** |

1. PROVISION OF MANAGEMENT INFORMATION
   1. The Provider shall submit Management Information to the Authority in the form set out in Schedule 4 throughout the Term on the 15th day of every Month and thereafter in respect of any Call-Off Contract entered into with any Customer.
   2. Subject to Clause 20, the Authority may share the Management Information supplied by the Provider with any Customer.
   3. The Authority may make reasonable changes to the Management Information which the Provider is required to supply and shall give the Provider at least one (1) Month's written notice of any changes.
   4. The cost to the Provider of complying with this Clause 18 shall be included in the Pricing Matrices.

1. RECORDS AND AUDIT ACCESS
   1. The Provider shall make and maintain full and accurate records and accounts of the operation of this Framework Agreement including the Services provided under it, the Call-Off Contracts entered into with Customers and the amounts paid by Customers until the latest of:
      1. the expiry of a period of twelve (12) Months following termination or expiry of the Framework Agreement; or
      2. the expiry of a period of twelve (12) Months following the date on which the Provider ceases to provide Services under any Call-Off Contract.
      3. the Provider shall keep and provide such records and accounts (together with copies of the Provider's published accounts) during the Term and for a period of six (6) years after expiry of the Term to the Authority (or relevant Customer) and the Auditor.
   2. The Provider shall keep the records and accounts referred to in Clause 19.1 above in accordance with good accountancy practice.
   3. The Provider shall afford the Authority (or relevant Customer) and/or the Auditor access to such records and accounts relating to the operation of this Framework Agreement as may be required from time to time upon reasonable notice and subject to reasonable confidentiality undertakings.
   4. 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 Call-Off 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. The Authority (or the relevant Customer) will use reasonable endeavours to ensure that all audits are carried out during normal business hours (Monday to Friday, 9-5) and on reasonable notice.
   5. Subject to the Provider'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: -
      1. all information requested by the Auditor within the scope of the Audit;
      2. reasonable access to sites controlled by the Provider and to equipment used in the provision of the Services; and
      3. access to the Staff.
   6. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 19, unless the Audit reveals a Material Default by the Provider in which case the Provider shall reimburse the Authority for reasonable costs incurred in relation to the Audit.
2. CONFIDENTIALITY
   1. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Framework Agreement, each Party shall:
      1. treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
      2. not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
   2. Clause 20 shall not apply to the extent that:
      1. such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, the EIR or the Public Disclosure Act;
      2. such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
      3. such information was obtained from a third party without obligation of confidentiality;
      4. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Framework Agreement; or
      5. it is independently developed without access to the other party's Confidential Information.
   3. The Provider may only disclose the Authority’s Confidential Information to its Staff who are directly involved in the provision of the Services and who need to know the information and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
   4. The Provider shall not, and shall procure that its Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Framework Agreement.
   5. At the written request of the Authority, the Provider shall procure that those members of Staff identified in the Authority's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Framework Agreement.
   6. Nothing in this Framework Agreement shall prevent the Authority from disclosing the Provider's Confidential Information:
      1. to any Central Government Authority or any Customer. All Central Government Authorities and/or Customers receiving such Confidential Information shall only be entitled to further disclose the Confidential Information to other Central Government Authorities or the Customers on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Central Government Authority or any Customer;
      2. to any consultant or other person engaged by the Authority or any person conducting a contractual or performance review, provided that the Authority shall ensure that any such third party shall be subject to confidentiality obligations in respect of the Provider’s Confidential Information and that the disclosure of such Confidential Information shall not result in the Provider being placed at a competitive disadvantage;
      3. for the purpose of the examination and certification of the Authority's accounts;
      4. for any examination pursuant to Section 6(1) of the National Audit Act 1983 or the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which the Contracting Authority has used its resources.
   7. The Authority shall use all reasonable endeavours to ensure that any Central Government Authority, Customer, employee or third party to whom the Provider's Confidential Information is disclosed pursuant to Clause 20.6 is made aware of the Authority's obligations of confidentiality.
   8. Nothing in this Clause 20 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.
   9. The Provider shall not without the prior written consent of the Authority divulge the existence of this Framework Agreement or any Order or disclose any information relating to or contained in this Framework Agreement to any person who is not engaged in the performance of the Framework Agreement.
   10. In the event that the Provider fails to comply with this Clause 20, the Authority reserves the right to terminate the Framework Agreement by notice in writing with immediate effect.
   11. The provisions of this Clause 20 shall apply notwithstanding termination of the Framework Agreement.

1. DATA PROTECTION
   1. Where any Personal Data is Processed in connection with the exercise of the Parties’ rights and obligations under this Framework Agreement, the Parties acknowledge that either Party may be a Data Controller or a Data Processor.
   2. The Parties shall:
      1. Process the Personal Data only in accordance with instructions from the other to perform its obligations under this Framework Agreement;
      2. ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data;
      3. not disclose or transfer the Personal Data to any third party or employee unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the other (save where such disclosure or transfer is specifically authorised under this Framework Agreement)
      4. take reasonable steps to ensure the reliability and integrity of any employee who has access to the Personal Data and ensure that they:
         1. are aware of and comply with the Provider’s duties under the Framework Agreement;
         2. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the disclosing Party or as otherwise permitted by this Framework Agreement; and
         3. have undergone adequate training in the use, care, protection and handling of Personal Data (as defined in the DPA);
      5. notify the disclosing Party immediately if it becomes aware of an event that results, or may result, in unauthorised access to Personal Data held by the other under a Call-Off Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of a Call-Off Contract, including any Personal Data breach or if it receives:
         1. from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request) a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to either Parties obligations under the DPA;
         2. any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
         3. a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
      6. provide the disclosing Party with full cooperation and assistance (within the timescales reasonably required by the Disclosing Party) in relation to any complaint, communication or request made (as referred to at Clause 21.2.5) including by promptly providing:
         1. full details and copies of the complaint, communication or request;
         2. where applicable, such assistance as is reasonably requested to enable the disclosing Party to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and
         3. on request any Personal Data it holds in relation to a Data Subject; and
      7. if requested by the disclosing Party provide a written description of the measures it has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to Clause 21.2 and provide copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.
   3. The Parties agree that they shall not Process or otherwise transfer any Personal Data in or to a Restricted Country. If, after the Commencement Date, either Party or any Sub-Contractor wishes to Process and/or transfer any Personal Data in or to any Restricted Country outside the European Economic Area, the following provisions shall apply:
      1. the Data Processor shall propose a variation to the Data Controller which, if it is agreed, shall be dealt with in accordance with the Framework Agreement Variation Procedure;
      2. the Data Processor shall set out in its proposal for a variation details of the following:
         1. the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;
         2. the Restricted Countries to which the Personal Data will be transferred and/or Processed; and
         3. any Sub-Contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries;
         4. how the Provider will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries to ensure the Data Controllers compliance with the DPA;
      3. in providing and evaluating the variation, the Parties shall ensure that they have regard to and comply with then-current the Authority, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
      4. the Data Processor shall comply with such other instructions and shall carry out such other actions as the Data Controller may notify in writing, including:
         1. incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA) into this Framework Agreement or a separate data processing agreement between the Parties; and
         2. procuring that any Sub-Contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
            1. a direct data processing agreement with the Data Controller on such terms as may be required by them; or
            2. a data processing agreement with the Data Processor on terms which are equivalent to those agreed between the Data Controller and the Sub-Contractor relating to the relevant Personal Data transfer, and
         3. in each case which the Parties acknowledge may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the DPA) and technical and organisation measures which the Data Controller deems necessary for protecting Personal Data.
   4. The Parties shall use reasonable endeavours to assist each other in compliance with any obligations under the DPA and neither shall perform its obligations under this Framework Agreement in such a way as to cause the other to breach any of their obligations under the DPA to the extent the Party in question is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
   5. The Parties shall designate a data protection officer if required by the Data Protection Legislation.
   6. Before allowing any Sub-Processor to process any Personal Data related to this Framework Agreement, the Parties shall:

(a) notify the other in writing of the intended Sub-Processor and processing;

(b) obtain the written consent of the Data Controller;

(c) enter into a written agreement with the Sub-Processor which give effect to the terms set out in this Clause 21 such that they apply to the Sub-Processor; and provide the Data Controller with such information regarding the Sub-Processor as they may reasonably require.

* 1. The Data Processor shall remain fully liable for all acts or omissions of any Sub-Processor.

1. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION REGULATIONS
   1. The Provider acknowledges that the Authority and the Customers are subject to the requirements of the FOIA and the EIR and shall assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure obligations.
   2. The Provider shall and shall procure that its Staff shall:
      1. transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
      2. provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires within five Working Days (or such other period as the Authority may specify) of the Authority’s request; and
      3. provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the EIR.
   3. The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Framework Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR.
   4. In no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Authority.
   5. The Provider acknowledges that (notwithstanding the provisions of Clause 20 Confidentiality) the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (“the Code”), be obliged under the FOIA, or the EIR to disclose information concerning the Provider or the provision of Services under this Framework Agreement:
      1. in certain circumstances without consulting the Provider; or
      2. following consultation with the Provider and having taken their views into account;

### provided always that where this Clause 22.5 applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider’s attention after any such disclosure.

1. PUBLICITY
   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 Approval.
   2. The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon the Authority, including any examination of this Framework Agreement by the Auditor.
   3. The Provider shall not do anything which may damage the reputation of the Authority or bring the Authority into disrepute.

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| **PART FOUR: FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION** |

1. Termination

**Termination on Default – Minor Default**

* 1. Where the Provider commits a Minor Default of the Framework Agreement, the Authority shall be entitled to issue the Provider with an “Improvement Notice”. Such Improvement Notice shall state the nature of the Minor Default and give the Provider a minimum of ten (10) Working Days to remedy the Minor Default.
  2. If the Provider commits three (3) Minor Defaults in a twelve (12) Months rolling period, this will be classed as a Material Default and the Call-Off Contract may be terminated in accordance with Clause 24.3.

**Termination on Default – Material Default**

* 1. The Authority may terminate the Framework Agreement by serving written notice on the Provider with effect from the date specified in such notice, where the Provider commits a Material Default and:
     1. the Provider has not remedied the Material Default to the satisfaction of the Authority within twenty (20) Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Material Default and requesting it to be remedied;
     2. the Material Default is not capable of remedy;
     3. if the Provider has committed three (3) or more Minor Defaults within a twelve (12) Months rolling period;
     4. where any Customer terminates a Call-Off Contract awarded to the Provider under this Framework Agreement as a consequence of a Material Default by the Provider.

**Termination on Financial Standing**

* 1. The Authority may terminate this Framework Agreement by serving notice on the Provider in writing with effect from the date specified in such notice where (in the reasonable opinion of the Authority), there is or seems likely to occur a material detrimental change in the financial standing and/or the credit rating of the Provider which adversely impacts on the Provider's ability to supply Services under this Framework Agreement. Financial standing may be checked throughout the life of the Framework Agreement.
  2. Providers if requested by the Authority must provide latest financial accounts.
  3. In order to ascertain or track any material detrimental change of the financial standing of the Provider, the Authority may use an external credit rating agency. Any detrimental change will then be clarified with the Provider before any reasonable decision is made.

**Termination on Insolvency and Change of Control**

* 1. The Authority may terminate this Framework Agreement with immediate effect by notice in writing where any event listed in regulation 57 of the Regulations occurs or seems likely to occur.
  2. The Provider shall notify the Authority immediately if the Provider undergoes a change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988 ("Change of Control"). The Authority may terminate this Framework Agreement by giving notice in writing to the Provider with immediate effect within six (6) Months of: -
     1. being notified that a Change of Control has occurred; or
     2. where no notification has been made, the date that the Authority becomes aware of the Change of Control.

**Termination by the Authority**

* 1. The Authority shall have the right to terminate this Framework Agreement should any of any of the provisions in Regulation 73 (1) of the Regulations apply.
  2. The Authority shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving three (3) Months' written notice to the Provider and all other Framework Providers.

1. Suspension of Provider'S Appointment
   1. Without prejudice to the Authority’s rights to terminate the Framework Agreement in Clause 24 above, if a right to terminate this Framework Agreement arises in accordance with these terms and conditions, the Authority may suspend the Provider’s appointment to supply Services to the Customers by giving notice in writing to the Provider. If the Authority provides notice to the Provider in accordance with this Clause 25, 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.
   2. A Provider’s Appointment may be suspended to allow the Authority and/or a Customer the opportunity to investigate any incidents or complaints that may have arisen relating to the provision of Services under this Framework Agreement. Should this occur the Provider will be suspended from the Framework Agreement (at no cost to the Authority or the Customer) whilst investigations take place and the Provider will not be allowed to tender for Further Competition or accept any Direct Award from Customers during this period.
   3. Following suspension of a Provider’s appointment under this Clause 25 the Provider will be informed of the outcome as soon as possible and be advised:
      1. whether or not they have been reinstated to the Framework Agreement; or
      2. the Framework Agreement has been terminated with immediate effect.

1. CONSEQUENCES OF TERMINATION AND EXPIRY
   1. Notwithstanding the service 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 26.
   2. 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.
   3. Within thirty (30) Working Days of the date of termination or expiry of the Framework Agreement, the Provider shall return to the Authority any data and 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, 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 twelve (12) Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance.
   4. The Authority shall be entitled to require access to data or information arising from the provision of the Services from the Provider until the latest of:
      1. the expiry of a period of twelve (12) Months following termination or expiry of the Framework Agreement; or
      2. the expiry of a period of three (3) Months following the date on which the Provider ceases to provide Services under any Call-Off Contract.
   5. 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 prior to termination or expiry.
   6. The provisions of Clauses 6, 8, 9, 10, 11, 14, 15, 18, 19, 20, 21, 22, 23, 34, 35 and Schedules 7 and 8 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.

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| **PART FIVE: INSURANCE AND LIABILITY** |

1. LIABILITY
   1. Neither Party excludes or limits its liability for:
      1. death or personal injury caused by its negligence, or that of its Staff; or
      2. fraud or fraudulent misrepresentation by it or its Staff.
   2. Subject to Clause 27.1 each Party's total aggregate liability in connection with this Framework Agreement including each and every indemnity in each twelve (12) Months period during the Term (whether in contract, tort including negligence, breach of statutory duty or howsoever arising) shall be limited to 125% of the annual contract price paid by the Authority under any Call-Off Contract during that period, for the provision of the Services or £250,000, whichever is the lowest. For the avoidance of doubt, the Parties acknowledge and agree that this Clause 27.2 shall not limit either Party's liability under any Call-Off Contract and that each Party's liability in relation to a Call-Off Contract shall be as set out in the Call-Off Contract.
   3. Where the Authority has or may have any claim against a Provider under this Framework Agreement (including under any indemnity), the Authority shall use their reasonable endeavours to mitigate its losses.

1. INSURANCE
   1. The Provider shall affect and maintain policies of insurance to provide a level of cover sufficient for insurable risks which may be incurred by the Provider under this Framework Agreement including death or personal injury, or loss of or damage to property.
   2. The Provider shall affect and maintain, where required, the following insurances for the duration of the Framework Agreement in relation to the performance of the Framework Agreement: -
      1. public liability insurance with a minimum limit of indemnity of £10,000,000 (ten million pounds);
      2. employer's liability insurance with a minimum limit of indemnity of £10,000,000 (ten million pounds); and
      3. professional indemnity insurance with a minimum limit of indemnity of £5,000,000 (five million pounds).
   3. Any excess or deductibles under such insurance (referred to in Clause 28.1 and Clause 28.2 above) shall be the sole and exclusive responsibility of the Provider.
   4. The terms of any insurance or the amount of cover shall not relieve the Provider of any liabilities arising under the Framework Agreement.
   5. The Provider shall produce to the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
   6. If, for whatever reason, the Provider fails to give effect to and maintain the insurances required by the Framework Agreement then the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.
   7. The Provider shall maintain the insurances referred to in Clause 28.2 above for a minimum of six (6) years following the expiration or earlier termination of this Framework Agreement.
2. GUARANTEE (IF REQUIRED)
   1. Before the Commencement Date, the Provider shall procure that the Guarantor shall:
      1. execute and deliver to the Authority the Guarantee; or
      2. deliver to the Authority a certified copy extract of the board minutes of the Guarantor approving the execution of the Guarantee.

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| **PART SIX: OTHER PROVISIONS** |

1. TRANSFER AND SUB-CONTRACTING
   1. This Framework Agreement is personal to the Provider and the Provider shall not assign, novate or otherwise dispose of this Framework Agreement or any part thereof without the previous consent in writing of the Authority, such consent not to be unreasonably withheld or delayed.
   2. The Provider shall not be entitled to sub-contract any of its rights or obligations under this Framework Agreement without the Approval of the Authority, such Approval shall not to be unreasonably withheld or delayed.
   3. The Authority shall be entitled to: -
      1. assign, novate or otherwise dispose of its rights and obligations under this Framework Agreement or any part thereof to any Customer; or
      2. novate the Framework Agreement to any other authority (including any private sector authority) which substantially performs any of the functions that previously had been performed by the Authority;

provided that such assignment, novation or disposals shall not increase the burden of the Provider's obligations under this Framework Agreement.

* 1. All Sub-Contractors must be managed in accordance with the requirements in the Framework Agreement and the Call-Off Contract.
  2. Any invoices submitted by a Sub-Contractor to the Provider shall be checked and validated by the Provider as soon as practical, any unreasonable delay in doing so shall be an insufficient reason for failing to validate and pay the invoice within the appropriate timescales.
  3. Notwithstanding the Provider's right to sub-contract pursuant to this Clause [30,](#_bookmark59) the Provider shall at all times remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

1. Variations TO THIS FRAMEWORK AGREEMENT
   1. Any variations to this Framework Agreement must be in writing and signed by both Parties in accordance with the Framework Agreement Variation Procedure set out in Schedule 5.
2. **FRAMEWORK AGREEMENT REVIEW**
   1. The Framework Agreement shall be reviewed annually in accordance with the provisions of this Framework Agreement hereof.

1. RIGHTS OF THIRD PARTIES
   1. Save as provided herein the rights specified in this Framework Agreement for the benefit of the Customers (including where any provision of this Framework Agreement is also stated to apply to a Call-Off Contract), a person who is not party to this Framework Agreement ("Third Party") has no right to enforce any term of this Framework Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. If the Parties rescind this Framework Agreement or vary any of its terms in accordance with the relevant provisions of this Framework Agreement, such rescission or variation will not require the consent of any Third Party.

1. SEVERABILITY
   1. If any provision of this Framework Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if the Framework Agreement had been executed with the invalid provision eliminated.
   2. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Framework Agreement, the Authority and the Provider shall immediately commence good faith negotiations to remedy such invalidity.

1. CUMULATIVE REMEDIES
   1. Except as otherwise expressly provided by this Framework Agreement, all remedies available to either Party for breach of this Framework Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

1. WAIVER
   1. The failure of either Party to insist upon strict performance of any provision of the Framework Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Framework Agreement.
   2. No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 39 (Notices).
   3. A waiver of any right or remedy arising from a breach of the Framework Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Framework Agreement.
2. **TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS (TUPE) (IF APPLICABLE)**
   1. It is possible that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) may apply to some of the individual associated service requirements that are likely to be commissioned through the resulting Framework Agreement. Full details of staff that could potentially be affected by any transfer of service(s) will be given to Providers as part of any Further Competition by way of secondary engagements that will run under the Framework Agreement.
   2. As part of any Further Competition, the Provider must satisfy himself as to whether in his view the TUPE Regulations apply, having regard to the Provider’s proposals for the delivery of the Service requirements that form the subject of the Further Competition. The Provider will be advised to seek independent professional advice on the consequence for him if he is the successful Provider under any Further Competition as to his liabilities under the TUPE Regulations. In particular, the application of the TUPE Regulations could give rise to the following liabilities for both the outgoing and incoming Provider:
      1. a requirement to consult with recognised trade unions or other employee representatives of any employees of the transferor or transferee who may be affected by the transfer;
      2. a requirement to maintain existing rates of pay and conditions of employment of employees (including provision of pensions); and
      3. a liability for unfair dismissal claims made by any employees dismissed prior to or post transfer which can be shown to have occurred by reason of the transfer.
   3. On the execution of specific Call-Off Contracts, the Provider will be required to provide to the Customer, in a form to be agreed by the Provider and Customer, an indemnity in respect of the TUPE Regulations.

1. ENTIRE AGREEMENT
   1. This Framework Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt within it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
   2. Each of the Parties acknowledge and agree that in entering into this Framework Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Framework Agreement. The only remedy available to either Party of such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Framework Agreement.
   3. Nothing in this Clause 38 shall operate to exclude Fraud or fraudulent misrepresentation.

1. NOTICES
   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.
   2. Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service) or electronic mail. Such letters shall be addressed to the other Party in the manner referred to in this Clause 39. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters or item of electronic mail.
   3. For the purposes of Clause 39 the address of each Party shall be:
      1. For the Authority: -

FAO: Kamilla Krajniak, Category Manager, Corporate and Place

Address: Town Hall, Forest Road, Waltham Forest, E17 4JF

Email: procurement@walthamforest.gov.uk

* + 1. For the Provider: -

Address:

For the attention of:

Tel:

Email:

* 1. Either Party may change its address for service by serving a written notice in accordance with this Clause.

1. COMPLAINTS HANDLING AND RESOLUTION
   1. The Provider shall notify the Authority of any Complaint made by the Customer within two (2) Working Days of becoming aware of that Complaint and such notice shall contain full details of the Provider's plans to resolve such Complaint.
   2. Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Call-Off Contract, and without prejudice to any obligation of the Provider to take remedial action under the provisions of the Framework Agreement or a Call-Off Contract, the Provider shall use its best endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.
2. **FORCE MAJEURE**
   1. Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Framework Agreement (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Framework Agreement for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Framework Agreement for a period in excess of six (6) Months, either Party may terminate the Framework Agreement with immediate effect by notice in writing.
   2. If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or is likely to give rise to any such failure or delay on its part as described in Clause 41.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.
   3. It is expressly agreed that any failure by the Provider to perform or any delay by the Provider in performing its obligations under the Framework Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Provider shall have entered into any contract, supply arrangement, sub-contract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement, sub-contract or otherwise as a result of circumstances of Force Majeure.
   4. For the avoidance of doubt, it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.
3. DISPUTE RESOLUTION
   1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Framework Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to those persons identified in Clause 39 above.
   2. Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
   3. If the dispute cannot be resolved by the Parties pursuant to Clause 42.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clause 42.5 unless:
      1. the Authority considers that the dispute is not suitable for resolution by mediation; or
      2. the Provider does not agree to mediation.
   4. The obligations of the Parties under the Framework Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Provider and its Staff shall comply fully with the requirements of the Framework Agreement at all times.
   5. The procedure for mediation and consequential provisions relating to mediation are as follows: -
      1. a neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
      2. the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
      3. unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
      4. if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
      5. failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Framework Agreement without the prior written consent of both Parties; and
      6. if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.
4. **LAW AND JURISDICTION**
   1. The Authority and the Provider accept the exclusive jurisdiction of the English courts and agree that the Framework Agreement is to be governed by and construed according to English Law.

**SCHEDULE 1**

**The services**

SPECIFICATION / INVITATION TO TENDER / the ProviderS TENDER SUBMISSION

schedule 1 WILL BE INCORPORATED AS CONTRACTUAL DOCUMENTs AND WILL BE REFERRED TO IN THE FRAMEWORK AGREEMENT AS SCHEDULE 1

1. schedule 2
2. PRICING MATRIces for direct award to be included here

**PRICING MATRICES FOR FURTHER COMPETITION CALL-OFF CONTRACTS WILL FORM PART OF THE FURTHER COMPETITION CALL-OFF CONTRACT DOCUMENTATION**

1. Schedule 3

**Award Criteria**

**FRAMEWORK AWARD CRITERIA**

|  |  |  |
| --- | --- | --- |
| **Criterion Number** | **Criterion** | **Percentage Weightings** (or rank order of importance where applicable) |
| 1 | Price | 40% |
| 2 | Quality including Social Value | 60% |

# CALL-OFF – AWARD CRITERIA

|  |  |  |
| --- | --- | --- |
| **Criterion Number** | **Criterion** | **Percentage Weightings** (or rank order of importance where applicable) |
| 1 | Price | 40% to 60% |
| 2 | Quality including Social Value | 60% to 40% |

1. SCHEDULE 4
2. MANAGEMENT INFORMATION REQUIREMENTS

The performance of this Framework Agreement shall be managed by both the Authority and the Provider(s) and regular appropriate review meetings held. During the first six (6) months of the Framework Agreement a meeting in alternate months may be required and the Provider will be expected to keep in contact with the Authority by telephone and / or email each week.

The information supplied shall form the Key Performance Indicators (KPI’s) of this Framework Agreement.

The Authority’s pipeline information must be received from the Provider to the Authority by the 15th of each Month detailing the below information. The Authority will provide an electronic template for you to enter this information into.

* **Date**
* **Contracting Authority Name**
* **Status i.e. initial discussions, tender in progress, implementation, live, unsuccessful**
* **Opportunity i.e. existing Contracting Authority, new Contracting Authority**
* **Services**

This information is intended to keep the Authority updated with any potential Customers the Provider is discussing the Framework with. This will allow the Authority to plan resources needed in order to service this Framework Agreement.

Management Information may also be required by the Customer. The exact format and frequency will be agreed with the successful Provider prior to the start of the Call-Off Contract.

A template may be provided electronically by the Authority for you to enter this information into. This may also be available as a hard copy on request.

In addition to the KPI’s set out in Appendix 2 of the Invitation to Tender document, the information supplied in relation to this Schedule shall also form the Key Performance Indicators (KPI’s) of this Framework Agreement.

These KPI’s shall apply to the full Framework Agreement period unless modifications and appropriate timescales are agreed between both Parties at the Framework Agreement reviews.

If any changes to the performance levels are agreed then these shall be documented, signed by both Parties and a copy held by both Parties.

1. SCHEDULE 5

FRAMEWORK AGREEMENT VARIATION PROCEDURE

1. **Introduction**
   1. Schedule 5 details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Framework Agreement.
   2. The Authority may propose a variation to the Framework Agreement under Schedule 5 only where the variation does not amount to a material change in the Framework Agreement or the Services.
2. **Procedure for proposing a Variation**
   1. In order to propose a variation, the Authority shall serve the Provider with written notice of the proposal to vary the Framework Agreement ("Notice of Variation").
   2. The Notice of Variation shall: -
      1. contain details of the proposed variation providing sufficient information to allow the Provider to assess the variation and consider whether any changes are necessary; and
      2. require each Framework Provider to notify the Authority within ten (10) days of any proposed changes to the prices set out in its Pricing Matrices in the Invitation to Tender.
   3. Upon receipt of the Notice of Variation, the Provider has ten (10) days to respond in writing with any objections to the variation.
   4. Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.3, the Authority may then serve the Provider with a written agreement detailing the variation to be signed and returned by the Provider within ten (10) days of receipt.
   5. Upon receipt of a signed agreement from the Provider, the Authority shall notify the Provider in writing of the commencement date of the variation if not previously notified within the Notice of Variation.
3. **Objections to a Variation**
   1. In the event that the Authority receives one or more reasonable written objections to a variation, the Authority may: -
      1. withdraw the proposed variation; or
      2. propose an amendment to the variation.
4. **Changes to the Pricing Matrices** 
   1. Where the Provider can demonstrate that a variation would result in a change to the prices set out in its Pricing Matrices, the Authority may require further evidence from the Provider that any additional costs to the Provider will be kept to a minimum.
   2. The Authority may require the Provider to meet and discuss any proposed changes to the Pricing Matrices that would result from a variation
   3. Where a change to the Provider's Pricing Matrices is agreed by the Authority, the Authority shall notify its acceptance of the change to the Provider in writing.
5. **Variations which are not permitted**
   1. In addition to the provisions contained in paragraph 1.2, the Authority may not propose any variation which: -
      1. may prevent the Provider from performing its obligations under the Framework Agreement; or
      2. is in contravention of any Law.

**SCHEDULE 6**

**Customer Access Agreement**

**PROVISION OF: Local Government Resourcing Partnership** **Framework Agreement**

**LONDON BOROUGH OF WALTHAM FOREST**

**Framework 09.11.2021 to 08.11.2023**

***TO BE COMPLETED BY THE CUSTOMER***

Before conducting any activity under this Local Government Resourcing Partnership Framework Agreement, please complete this form and return it to [LGRP@YPO.CO.UK](mailto:LGRP@YPO.CO.UK)

AGREEMENT:

* I/we confirm that the organisation detailed below intends to participate in the above mentioned Local Government Resourcing Partnership Framework Agreement, and that in doing so will act in accordance with the guidance and instructions set out in the relevant Local Government Resourcing Partnership Framework Agreement User Guide, and in accordance with the Public Contracts Regulations 2015.
* I/we confirm that any guidance and/or template documentation provided to me will only be used in relation to this Local Government Resourcing Partnership Framework Agreement, and will only be used for other purposes where prior consent from London Borough of Waltham Forest has been given.
* I/we also confirm that in consideration of London Borough of Waltham Forest acting in this capacity I/we authorise London Borough of Waltham Forest to make such arrangements with its’ Providers relating to Retrospective Payments on Services, and to make such enquiries in relation thereto, as it considers necessary in order to recover its operating costs.

Signature:

Name of person signing this form:

Date:

Position:

Name of authority, council, etc

Address:

Telephone:

E-mail:

*To return this form email to* [*procurement@Walthamforest.gov.uk*](mailto:procurement@Walthamforest.gov.uk) *or* [*lgrp@ypo.co.uk*](mailto:lgrp@ypo.co.uk)

**SCHEDULE 7**

**ORDER FORM AND CALL-OFF CONTRACT**

**SCHEDULE 8**

**RETROSPECTIVE PAYMENTS CERTIFICATE**

**Tender Reference: 1030**

**Provision of: LGRP**

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| **Rebate: - 1% on the total spend with each Contracting Authority.**  Retrospective Payments will be payable to YPO at the quoted rate, on all business transacted under this Framework Agreement (referenced above)  All reports must be uploaded via the YPO’s electronic Spend data portal http://suppliersinfo.ypo.co.uk/supplier\_rebate/login.php in accordance with Clause 14.  Turnover figures are requested at the end of each month, Providers should submit the information no later than 14 days after the month end. If there is no spend for the preceding Month, then a nil balance report should be uploaded. This is checked and verified before an invoice is raised.  Payments should be made no later than 28 days after date of invoice. |

**I agree that the above rebate will be paid to YPO.**

**For and on behalf of the Provider (**Director/Company Secretary)

|  |  |
| --- | --- |
| **SIGNATURE:**  Name:  Date:  Company: |  |

**SCHEDULE 9**

**FRAMEWORK AGREEMENT SIGNATURE PAGE**

**SIGNED BY OR ON BEHALF OF THE PARTIES**

**For and on behalf of LONDON BOROUGH OF WALTHAM FOREST**

|  |  |
| --- | --- |
| **SIGNATURE:**  Name:  Title:  Date: |  |

**For and on behalf of the Provider**…………………………………………………………………………………

(Director/Company Secretary)

|  |  |
| --- | --- |
| **SIGNATURE:**  Name:  Date: |  |

(Director)

|  |  |
| --- | --- |
| **SIGNATURE:**  Name:  Date: |  |