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| **DYNAMIC FRAMEWORK TERMS** |

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**THE TERMS OF THIS FRAMEWORK** shall be as set out below

1. Definitions And Interpretation
   1. In this Framework Agreement and any Call-Off Contract entered into under it, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
   2. In this Framework Agreement and any Call-Off Contract entered into under it, unless the context otherwise requires:-
      1. the singular includes the plural and vice versa;
      2. reference to a gender includes the other gender and the neuter;
      3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Wider Public Sector Body;
      4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re‑enacted from time to time;
      5. any reference in this Framework Agreement which immediately before Exit Day is a reference to (as it has effect from time to time):-
         1. 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 and which shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
         2. any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred;
      6. the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
      7. references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
      8. the headings are for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement or any Call-Off Contract;
      9. unless otherwise provided and save for references in Appendix 1 of Schedule 6.2 (Software), Annex 2 and 3 of Schedule 5 (Call-Off Procedure) and Schedule 12 (Guarantee) of this Framework Agreement, references to Clauses and Schedules are references to the Clauses and schedules of this Framework Agreement or a Call-Off Contract (as appropriate) and references in any Schedule to Paragraphs, Parts and annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the Schedule or the Part of the Schedule in which the references appear;
      10. references to this Framework Agreement are references to this Framework Agreement as amended from time to time; and
      11. references to a Call-Off Contract are references to such Call-Off Contract as amended from time to time.
   3. Where a standard, policy or document is referred to in this Framework Agreement or any Call-Off Contract by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority (or Customer where it relates to a Call-Off Contract) and the Parties shall update this Framework Agreement (or relevant Call-Off Contract) with a reference to the replacement hyperlink.
   4. If there is any conflict between the Clauses and the Schedules and/or any annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:-
      1. the Data Sheet;
      2. the Clauses and Schedule 1 (Definitions);
      3. Schedule 2.1 (Services Description) and Schedule 2.2 (Performance Levels) and their appendices;
      4. any other Schedules to this Framework Agreement and their Annexes and appendices other than Schedule 5 (Call-Off Procedure) and Schedule 4.1 (Supplier Solution);
      5. Schedule 5 (Call-Off Procedure); and
      6. Schedule 4.1 (Supplier Solution) and its annexes (if any).
   5. If there is any conflict between the provisions of this Framework Agreement and any Call-Off Contract, the provisions of this Framework Agreement shall prevail over those of the Call-Off Contract save to the extent specifically permitted in this Framework Agreement or specifically stated in the relevant Call-Off Contract.
   6. The Schedules and their appendices and annexes form part of this Framework Agreement.
   7. In entering into this Framework Agreement (and, where applicable, any Call-Off Contract) the Authority is acting as part of the Crown.
2. Due Diligence
   1. The Supplier acknowledges (on the Supplier Effective Date so far as relevant to the Framework Agreement and on the Call-Off Effective Date so far as relevant to any Call-Off Contract (and unless and to the extent varied under any Call-Off Contract)) that:-
      1. the Authority or relevant Customer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Framework Agreement or under the relevant Call-Off Contract (as appropriate);
      2. the suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Supplier Effective Date so far as relevant to the Framework Agreement and on the Call-Off Effective Date so far as relevant to any Call-Off Contract) future Operating Environment;
      3. it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;
      4. it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Supplier Effective Date or with the relevant Customer prior to the Call-Off Effective Date (as applicable)) of all relevant details relating to:-
         1. the Framework Requirements and/or the Customer Requirements;
         2. the operating processes and procedures and the working methods of the Authority or relevant Customer;
         3. the ownership, functionality, capacity, condition and suitability for use in the Services of the Customer Assets; and
         4. the existing contracts (including any licences, support, maintenance and other agreements relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under a Call-Off Contract and/or which the Supplier will require the benefit of for the provision of the Services.
   2. Unless otherwise specified in Schedule 7.1 (Charges and Invoicing), the Supplier shall not be excused from the performance of any of its obligations under this Framework Agreement or any Call-Off Contract on the grounds of, nor, shall the Supplier be entitled to recover any additional costs or charges, arising as a result of:-
      1. any misinterpretation of the Framework Requirements and/or the Customer Requirements; and/or
      2. any failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.
3. Warranties
   1. The Authority represents and warrants that:-
      1. it has full capacity and authority to enter into and to perform this Framework Agreement;
      2. this Framework Agreement is executed by its duly authorised representative;
      3. there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Framework Agreement; and
      4. its obligations under this Framework Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).
   2. The Supplier represents and warrants to the Authority at the Supplier Effective Date in respect of the Framework Agreement and to the Customer at each Call-Off Effective Date in respect of each Call-Off Contract that:-
      1. it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
      2. it has full capacity and authority to enter into and to perform this Framework Agreement or the Call-Off Contract (as appropriate);
      3. this Framework Agreement or Call-Off Contract (as appropriate) is executed by its duly authorised representative;
      4. it has all necessary consents and regulatory approvals to enter into this Framework Agreement or Call-Off Contract (as appropriate);
      5. there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Framework Agreement or Call-Off Contract (as appropriate);
      6. its execution, delivery and performance of its obligations under this Framework Agreement or Call-Off Contract (as appropriate) will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;
      7. its obligations under this Framework Agreement or Call-Off Contract (as appropriate) constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);
      8. all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation its SQ Response or its response to the ITP or any Call-Off Competition (if applicable), its tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Framework Agreement or the Call-Off Contract (as appropriate) or to the extent that the Supplier has otherwise disclosed to the Authority in writing prior to the Supplier Effective Date or to the Customer in writing prior to the Call-Off Effective Date in respect of any Call-Off Contract;
      9. it has notified the Authority (and in respect of a Call-Off Contract notified both the Authority and the relevant Customer) in writing of any Occasions of Tax Non‑Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non‑Compliance;
      10. it has all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs, IPRs and Software Materials and any other materials made available by the Supplier (and/or any Sub‑contractor) to the Authority or Customer (as appropriate) which are necessary for the performance of the Supplier's obligations under this Framework Agreement, a Call-Off Contract and/or the receipt of the Services by the Authority or Customer (as appropriate);
      11. it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Framework Agreement or Call-Off Contract (as appropriate);
      12. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
      13. within the twelve (12) months prior to the Supplier Effective Date or the Call-Off Effective Date (as appropriate), no Financial Distress Events have occurred or are subsisting (or any events that would have been deemed to be Financial Distress Events under this Framework Agreement or relevant Call-Off Contract had such been in force) and there are currently no matters that it is aware of that could cause a Financial Distress Event to occur or subsist.
   3. The representations and warranties set out in Clause 3.2 shall be deemed to be repeated by the Supplier on the Supplier Effective Date (if later than the date of signature of the Data Sheet relevant to this Framework Agreement) by reference to the facts then existing and in respect of each Call-Off Contract on the Call-Off Effective Date by reference to the facts then existing.
   4. The representations and warranties set out in Clause 3.1 shall be deemed to be made by the relevant Customer on the Call-Off Effective Date in respect of each Call-Off Contract by reference to the facts then existing.
   5. Each of the representations and warranties set out in Clauses 3.1 and 3.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Framework Agreement or any Call-Off Contract.
   6. If at any time the Supplier, the Authority or a Customer (as appropriate) becomes aware that a representation or warranty given by it under Clause 3.1 or 3.2 has been breached, is untrue or is misleading, it shall immediately notify the Supplier (in the case of the Authority or the Customer) or the Customer or Authority (as appropriate) (in the case of the Supplier) of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
   7. For the avoidance of doubt, the fact that any provision within this Framework Agreement or any Call-Off Contract is expressed as a warranty shall not preclude any right of termination which the Authority or relevant Customer may have in respect of breach of that provision by the Supplier.
   8. Except as expressly stated in this Framework Agreement or any Call-Off Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.
4. FORMATION OF THE FRAMEWORK AGREEMENT
   1. The Framework Agreement is comprised of the Data Sheet and these Framework Agreement Terms. By executing the Data Sheet the Parties enter into the Framework Agreement on the terms set out in the Framework Agreement Terms.
   2. Under the Framework Agreement the Supplier shall be a potential provider of Services that are within the Service Categories the Supplier has qualified for as set out in the Data Sheet and within the Geographical Locations the Supplier has indicated it is able to deliver in or would be able to deliver in as set out in the Data Sheet.
5. FRAMEWORK Term
   1. This Framework Agreement shall:-
      1. come into force on the Framework Effective Date; and
      2. unless terminated at an earlier date by operation of Law or in accordance with Clause 38, terminate on the later of:-
         1. at the end of the Initial Term; or
         2. if the Authority elects to extend the Initial Term or any Extension Period by giving the Supplier at least twelve (12) months' notice before the end of the Initial Term or current Extension Period, at the end of the Extension Period. The Authority shall be permitted to extend the Initial Term by up to three (3) Extension Periods.
   2. Where one (1) or more Call-Off Contracts are still in force under this Framework Agreement at the end of the Framework Term this Framework Agreement shall extend to the extent required to give effect to such Call-Off Contracts only until the date on which the last of those Call-Off Contracts expires or is terminated. For the avoidance of doubt, no Call-Off Competitions can be run under this Framework Agreement during such period.
6. Scope of Framework
   1. The Authority, in consideration of the payment by the Supplier of one pound (£1) (receipt of which is hereby acknowledged) appoints the Supplier as a potential provider of the Services and the Supplier accepts such appointment with effect from the Supplier Effective Date and the Supplier shall be eligible to be considered for the award of Call-Off Contracts by the Authority and other Participating Bodies in accordance with the Call-Off Procedure.
   2. The Authority may, at any time during the Framework Term, add new services to the Service Categories and/or add new Service Categories in accordance with the Change Control Procedure provided that such new Services are services consisting of, or relating to probation services that fall within the CPV codes set out in the Contract Notice.
   3. The Authority shall, and it shall encourage any Participating Body to, promote any opportunities relating to grant funding that relate to probation intervention services. Where relevant, such opportunities shall be advertised through the dynamic framework so that Suppliers have the opportunity to consider and apply for such grant funding in accordance with the terms of the relevant grant funding.
   4. The Supplier acknowledges and agrees that:
      1. its relationship with the Authority and any Participating Body is not exclusive;
      2. neither the Authority nor any Participating Body shall be obliged to contract with the Supplier for the provision of any of the Services; and
      3. the Authority and any Participating Body may at any time during the Framework Term contract with any third party to preform services which are the same as or similar to the Services.
   5. In the event that any Participating Body makes an approach to the Supplier with a request for the supply of services that are the same as or similar to the Services, the Supplier shall promptly inform such Participating Body of the existence of this Framework Agreement and the Participating Body's ability to award Call-Off Contracts for Services pursuant to this Framework Agreement.
   6. The Parties acknowledge that from time to time the Authority or other Participating Bodies may co-commission Services by way of a Call-Off Contract under this Framework Agreement. In such circumstances the Call-Off Contract shall set out clearly the obligations of each commissioning party and be amended to reflect the co-commissioning requirements in accordance with the Call-Off Procedure.
   7. Where the Supplier enters into a Call-Off Contract with any Customer (other than the Authority) under this Framework Agreement it must notify the Authority (as framework administrator) within 30 days:
      1. of the relevant Call-Off Commencement Date with brief details of the Call-Off Contract including the Customer, reference number and the Call-Off Contract value (total and annual) or such other information as the Authority may require from time to time; and
      2. of the Call-Off Contract termination or expiry date with brief details of the date of termination or expiry, the Customer, the reference number provided above and the actual final value of the Call-Off Contract (total and annual) or such other information as the Authority may require from time to time.
7. CALL-off procedure
   1. The Supplier may only enter into a Call-Off Contract during the Framework Term only in accordance with the Call-Off Procedure.
   2. The Supplier acknowledges that Participating Bodies are independently responsible for the award of any Call-Off Contract under this Framework Agreement and that the Authority shall have no liability whatsoever to the Supplier in respect of the conduct of any Participating Body in relation to this Framework Agreement, any Call-Off Contract or otherwise.
   3. Any Call-Off Contract entered into between a Participating Body and the Supplier shall be a contract directly between those two Parties and enforceable directly between the two Parties.
8. Services
   1. In respect of each Call-Off Contract the Supplier shall provide:
      1. the Implementation Services as required under such Call-Off Contract during the Implementation Period;
      2. the Operational Services as required under such Call-Off Contract from and including the Call-Off Commencement Date; and
      3. the Termination Services as required during the Termination Assistance Period.
   2. The Supplier shall ensure that:
      1. the Services:
         1. comply in all respects with the Services Description and meet the Framework Requirements and Customer Requirements;
         2. are supplied in accordance with the Supplier Solution and the provisions of this Framework Agreement and relevant Call-Off Contract; and
      2. where:
         1. the Operational Services to be provided from the Call-Off Commencement Date are similar to services that the Customer was receiving immediately prior to that Call-Off Commencement Date (such similar services being "**Preceding Services**"); and
         2. the standard and level of service received by the Customer in respect of any of the Preceding Services in the twelve (12) month period immediately prior to that Call-Off Commencement Date have been disclosed to the Supplier in the Due Diligence Information (such preceding services being "**Relevant Preceding Services**"),

the Operational Services to be provided from the Call-Off Commencement Date that are similar to the Relevant Preceding Services are in each case provided to a standard and level of service which is at least as good as the standard and level of service received by the Customer in respect of the Relevant Preceding Services in the twelve (12) month period immediately prior to the relevant Call-Off Commencement Date.

* 1. The Supplier shall:-
     1. perform its obligations under this Framework Agreement and under any Call-Off Contract, including in relation to the supply of the Services in accordance with:-
        1. the terms of this Framework Agreement and any Call-Off Contract (as applicable);
        2. all applicable Law;
        3. Good Industry Practice;
        4. Market Practice
        5. the Standards;
        6. the Baseline Security Requirements;
        7. the Customer IT Strategy; and
        8. the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 8.3.1(a) to 8.3.1(g); and
     2. deliver the Services using efficient business processes, estate management and ways of working having regard to the Customer's obligation to ensure value for money.
  2. In the event that the Supplier becomes aware of any inconsistency between the requirements of Clauses 8.3.1(a) to 8.3.1(g), the Supplier shall immediately notify the Authority Framework Representative in writing of such inconsistency and the Authority Framework Representative shall, as soon as practicable, notify the Supplier which requirement the Supplier shall comply with. If the inconsistency is specifically in relation to an individual Customer and Call-Off Contract only, the Supplier shall notify the relevant Customer at the same time as the Authority Framework Representative and shall comply with the Customer's notification in respect of the specific Call-Off Contract and the Authority's notification in respect of any other Call-Off Contract entered into pursuant to this Framework Agreement.
  3. The aims and objectives of the dynamic framework are set out below, the Supplier shall provide the Services in a manner which promotes confidence in, and promotes the effectiveness of, the criminal justice system having regard, where appropriate, to the following HMPPS aims:
     1. Public protection - the public are protected from harm caused by offenders;
     2. Reduce (re)-offending – rate of (re)-offending are reduced and life changes for offenders are improved;
     3. Diverse, skilled and valued workforce – we have a motivated, skilled workforce that better reflects the communities we serve.
  4. The Supplier shall:-
     1. at all times allocate sufficient resources with the appropriate technical expertise to supply the Services in accordance with this Framework Agreement and any Call-Off Contract;
     2. save to the extent that obtaining and maintaining the same are Customer Responsibilities, obtain, and maintain throughout the duration of this Framework Agreement and any Call-Off Contract, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;
     3. ensure that:-
        1. it shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs, IPRs and Software Materials and any other materials made available by the Supplier (and/or any Sub‑contractor) to the Customer which are necessary for the performance of the Supplier's obligations under this Framework Agreement, any Call-Off Contract and/or the receipt of the Services by the Customer and/or to grant the licenses set out in Clause 19 of this Framework Agreement;
        2. the release of any new Software or upgrade to any Software complies with the interface requirements set out in Clause 11.14 and (except in relation to new Software or upgrades which are released to address Malicious Software or to comply with the requirements of Schedule 2.4 (Information Security and Assurance)) shall notify the Authority and each Customer (with a current Call-Off Contract)  three (3) months before the release of any new Software or Upgrade;
        3. all Software including Upgrades, Updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
        4. any products or services recommended or otherwise specified by the Supplier for use by the Customer in conjunction with the Deliverables and/or the Services shall enable the Deliverables and/or Services to meet the Framework Requirements and Customer Requirements; and
        5. the Supplier System and Assets used in the performance of the Services will be free of all encumbrances (except as agreed in writing with the relevant Customer) and will be Euro Compliant;
     4. minimise any disruption to the Services, the IT Environment and/or the Authority or Customer's operations when carrying out its obligations under this Framework Agreement and any Call-Off Contract;
     5. co-operate with the Other Suppliers and provide reasonable information (including any Documentation), advice and assistance in connection with the Services to any Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and, on the expiry or termination of a Call-Off Contract for any reason, to enable the timely transition of the Services (or any of them) to the Customer and/or to any Replacement Supplier;
     6. to the extent it is legally able to do so, hold on trust for the sole benefit of the relevant Customer, all warranties and indemnities provided by third parties or any Sub-contractor in respect of any Deliverables and/or the Services and, where any such warranties are held on trust, at its cost enforce such warranties in accordance with any reasonable directions that the relevant Customer may notify from time to time to the Supplier;
     7. unless it is unable to do so, assign to the Customer on the Customer's written request and at the cost of the Supplier any such warranties and/or indemnities as are referred to in Clause 8.6.6;
     8. ensure that any Documentation and training provided by the Supplier to a Customer are comprehensive, accurate and prepared in accordance with Market Practice;
     9. provide the Customer with such assistance as the Customer may reasonably require during the Call-Off Term in respect of the supply of the Services;
     10. gather, collate and provide such information and co‑operation as the Authority and/or relevant Customer(s) may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Framework Agreement or any Call-Off Contract;
     11. notify the Authority and each Customer (with a current Call-Off Contract) in writing as soon as reasonably possible and in any event within one (1) month of any change of Control taking place;
     12. notify the Authority and each Customer (with a current Call-Off Contract) in writing within ten (10) Working Days of their occurrence, of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Framework Agreement or any Call-Off Contract;
     13. ensure that neither it, nor any of its Affiliates, embarrasses the Authority or any Customer or otherwise brings the Authority or Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority or any Customer, regardless of whether or not such act or omission is related to the Supplier's obligations under this Framework Agreement or any Call-Off Contract;
     14. manage closure or termination of Services to take account of the relevant Customer's disposal requirements, including recycling and scope for re‑use, and all applicable Standards; and
     15. notify the Authority and each Customer (with a current Call-Off Contract) in writing within ten (10) Working Days if there is any change to the Supplier or any Key Sub-contractor's circumstances which mean it would no longer be able to fulfil the minimum standards demonstrated through its SQ Response.
  5. An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub‑contractors and Supplier Personnel also do, or refrain from doing, such act or thing.
  6. Without prejudice to Clauses 21.2 and 21.3  and any other rights and remedies of the Authority or any Customer howsoever arising, the Supplier shall:-
     1. remedy any breach of its obligations in Clauses 8.6.2 to 8.6.4 inclusive within three (3) Working Days of becoming aware of the breach or being notified of the breach by the Authority or relevant Customer where practicable or within such other time period as may be agreed with the Authority or relevant Customer (taking into account the nature of the breach that has occurred);
     2. remedy any breach of its obligations in Clause 8.6.2 and Clauses 8.6.5 to 8.6.10 inclusive within twenty (20) Working Days of becoming aware of the breach or being notified of the breach by the Authority or relevant Customer; and
     3. meet all the costs of, and incidental to, the performance of such remedial work,

and any failure of the Supplier to comply with its obligations under Clause 8.8.1 or Clause 8.8.2 within the specified or agreed timeframe shall constitute a Notifiable Default.

**Project Specific Software warranty**

* 1. Without prejudice to Clauses 8.5.3 and 8.8 and any other rights and remedies of the Authority or any Customer howsoever arising, the Supplier warrants to the Authority and each Customer under a Call-Off Contract that all components of the Project Specific Software shall:-
     1. be free from material design and programming errors;
     2. perform in all material respects in accordance with the relevant specifications contained in the Supplier Solution and Documentation; and
     3. not infringe any Intellectual Property Rights.

**Continuing obligation to provide the Services**

* 1. The Supplier shall continue to perform all of its obligations under this Framework Agreement and any Call-Off Contract and shall not suspend the supply of the Services, notwithstanding:-
     1. any withholding of the Charges by a Customer pursuant to Clause 10.3.1;
     2. the existence of an unresolved Dispute; and/or
     3. any failure by the Customer to pay any Charges,

unless the Supplier is entitled to terminate this Framework Agreement or any Call-Off Contract under Clause 38.5.1 for failure to pay undisputed Charges.

**Customer Responsibilities**

* 1. Each Customer shall comply with its responsibilities set out in Schedule 3 (Call-Off Customer Responsibilities) of the relevant Call-Off Contract.

**Collaboration**

* 1. Each Party shall adhere to the collaboration principles set out in Schedule 11 (Collaboration).

1. Implementation
   1. This Clause 9 shall apply to each Call-Off Contract entered into unless disapplied in the Call-Off Order Form.
   2. The Supplier shall be responsible for the creation and completion of an Implementation Plan in respect of the Services for each Call-Off Contract in accordance with the provisions of Schedule 6.1 (Call-Off Implementation) of the Call-Off Contract.
   3. The Supplier shall:-
      1. comply with the Implementation Plan; and
      2. ensure that each Milestone is Achieved on or before its Milestone Date.
   4. If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay:-
      1. it shall:-
         1. notify the Customer in accordance with Clause 32.2.1 of the Framework Agreement; and
         2. comply with the Rectification Plan Process in order to address the impact of the Delay or anticipated Delay; and
         3. use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay; and
      2. where the provisions of Clause 33 of the Framework Agreement apply to a Call-Off Contract, the provisions of such Clause shall apply to any Delay or anticipated Delay.
   5. Save as set out in the relevant Call-Off Contract, the Implementation Plan shall be completed at the Supplier's own cost.
2. Performance Indicators
   1. This Clause 10 shall apply to each Call-Off Contract entered into unless disapplied in the Call-Off Order Form.
   2. Under the Call-Off Contract the Supplier shall provide the Operational Services in such a manner so as to meet or exceed the Target Performance Level for each Call-Off Contract Performance Indicator and shall comply with the provisions of Schedule 2.2 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels) in relation to the monitoring and reporting on its performance against the Call-Off Contract Performance Indicators.
   3. If a Performance Failure occurs::
      1. a Retained Amount shall accrue and be payable in accordance with Schedule 2.2 (Performance Levels);
      2. the Supplier shall notify the Customer of the action (if any) it will take to rectify the Performance Failure and prevent it from recurring and, where the relevant trigger is met, it shall comply with the Improvement Plan Process and the Rectification Plan Process (as appropriate);
      3. if there is a Critical Performance Failure, the Customer may exercise its rights to terminate the relevant Call-Off Contract in whole or in part pursuant to Clause 38.3.2 or 38.4 (Termination by the Customer of a Call-Off Contract); and/or
      4. the Authority may exercise its rights to terminate this Framework Agreement in whole or in part pursuant to Clause 38.1.2 or 38.2 (Termination by the Authority of the Framework Agreement).
   4. The Retained Amount shall be the Customer's exclusive financial remedy for a Performance Failure except where:
      1. the Performance Failure:
         1. has arisen due to the wilful default by the Supplier or any Supplier Personnel; or
         2. results in:
            1. the corruption or loss of any Customer Data (in which case the remedies under Clause 23.7 shall also be available); and/or
            2. the Customer being required to make a compensation payment to one (1) or more third parties;
      2. the Supplier has fraudulently misreported its performance against any Call-Off Contract Performance Indicator; and/or
      3. the Customer is otherwise entitled to or does terminate the relevant Services or the Call-Off Contract pursuant to Clause 38.3.

**Changes to Performance Indicators**

* 1. Not more than once (x1) in each Call-Off Contract Year the Customer may, on giving the Supplier at least three (3) months' notice change the Retained Amounts that applies in respect of one (1) or more specific Call-Off Contract Performance Indicators.
  2. The Supplier shall not be entitled to object to any changes made by the Customer under Clause 10.5, or increase the Charges as a result of such changes provided that the aggregate of all Retained Amounts across the Call-Off Contract Performance Indicators is not increased or where the principal purpose of the change is to reflect changes in the Customer's business requirements and/or priorities or to reflect changing industry standards.

1. EQUIPMENT, MAINTENANCE, GOODS, ESTATES AND CuSTOMER APPROVED SYSTEM and Services improvement

**Supplier Equipment**

* 1. The Supplier shall be solely responsible for the cost of carriage of Supplier Equipment to the Sites and to the Customer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on termination or expiry of a Call-Off Contract the Supplier shall be responsible for the removal and safe disposal of all relevant Supplier Equipment from the Sites and the Customer Premises, including the cost of packing, carriage and making good the Sites and/or the Customer Premises following removal, and taking account of any sustainability requirements, including safe removal of data and recycling requirements.
  2. All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Customer shall be liable for loss of or damage to any of the Supplier's property located on Customer Premises which is due to the negligent act or omission of the Customer.
  3. Subject to any express provision of the Service Continuity Plan to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with a Call-Off Contract, including the Target Performance Levels.

**Supply of Goods**

* 1. Where, as part of the Services, the Supplier is to sell goods or equipment ("**Goods**") to the Customer:
     1. the relevant Goods and their prices shall be mutually agreed by the Parties;
     2. the Supplier shall supply and, where relevant, install the Goods in accordance with the relevant specification;
     3. the Supplier shall ensure that the Goods are free from material defects in design, materials and workmanship and remain so for twelve (12) months after delivery;
     4. if following inspection or testing the Customer considers that the Goods do not conform with the relevant specification, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance; and
     5. without prejudice to any other rights or remedies of the Customer:
        1. risk in the Goods shall pass to the Customer at the time of delivery; and
        2. ownership of the Goods shall pass to the Customer at the time of payment.

**Estates**

* 1. Where, as part of the Services the Customer permits the Supplier to access and occupy certain space within the Customer Premises, such space shall be licenced to the Supplier pursuant to the terms of a separately agreed licence agreement to be signed by both Parties and which shall contain the following provisions as a minimum:
     1. the Supplier shall pay a licence fee for any such space based on a re-charge formula which is calculated by reference to either the square metre floor space of the space to be occupied in the relevant Customer Premises or full time equivalents (FTEs). Any such costs will be inclusive of rent, rates, service charge, insurance and facilities management costs;
     2. the Customer will remain responsible for the provision of facilities management services in the properties in accordance with the arrangements that the Customer has in place from time to time; and
     3. the Supplier is not permitted to sub-licence, assign or otherwise transfer the licences, or the rights under such licences and shall not share occupation in any way save in the instance when sharing of occupation with a Sub-contractor.

**Customer** **Approved System**

* 1. In its provision of the Services the Supplier shall be required to make use of the Customer Approved System. Any such use shall be strictly limited to the purposes of performing the Services under and in accordance with this Framework Agreement and relevant Call-Off Contract.
  2. In accordance with Clauses 18 to 21, all rights, title and ownership in and to the Customer Approved System and its underlying software shall at all times remain with the relevant Customer and the Supplier shall be licensed to use the Customer Approved System solely for the purposes of the provision of the Services in accordance with the terms of this Framework Agreement and relevant Call-Off Contract.
  3. The Supplier shall at all times comply with all policies and procedures of the Customer as notified to it from time to time in relation to any use of the Customer Approved Systems.
  4. Where the Supplier makes use of any Customer Approved Systems as part of the Services the Supplier shall:
     1. ensure that proper environmental conditions are maintained for the Customer Approved Systems and maintain the Customer Approved Systems in good order;
     2. not make any modification to the Customer Approved Systems;
     3. keep and operate the Customer Approved Systems in a proper and prudent manner and only in accordance with the Customer's and/or any relevant licensor of the Customer Approved System's instructions;
     4. except as otherwise provided in this Framework Agreement, any Call-Off Contract or agreed in writing with the relevant Customer in advance, not attempt to maintain, repair or adjust the Customer Approved Systems and not engage any third party to do so;
     5. promptly notify the relevant Customer if the Customer Approved Systems (or any part thereof) are not operating correctly or needs maintenance;
     6. promptly notify the relevant Customer as soon as it becomes aware of any misuse or potential misuse of the Customer Approved Systems; and
     7. request access for users to the Customer Approved System and where access is granted the Supplier shall maintain an up to date version of the list of authorised users and supply a copy to the Customer promptly upon request (the "**Authorised Users**").
  5. In respect of the Supplier's use of any Customer Approved Systems, the Supplier shall comply with the Schedule 2.4 (Information Security and Assurance) and it shall ensure that:
     1. such Customer Approved Systems is not used by the Supplier or by any of the Authorised Users fraudulently, in connection with any criminal offence, or otherwise unlawfully or to send or receive any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights, or to send or provide unsolicited advertising or promotional material; and
     2. no viruses are introduced into any such Customer Approved Systems and that, if a virus is found, promptly upon its discovery to immediately notify the relevant Customer of the virus along with particulars of such virus and, where requested by the Customer, undertake any action required by the Customer in respect of the same.
  6. The Supplier acknowledges and accepts that the Customer may be required by law to monitor website content and traffic and, if necessary, give evidence of the same together with use of log-on identification to support or defend any dispute or actionable cause.
  7. The Supplier shall ensure that Supplier Personnel who use or access the Customer Approved Systems actively confirm their acceptance of the Customer's acceptable use policy and the relevant terms of service agreement as updated from time to time.
  8. The Supplier acknowledges and agrees that from time to time the Customer shall be required to maintain, update or make upgrades to the Customer Approved System. The Customer shall, where possible, consult with the Supplier prior to making any such maintenance, update or upgrades where such work may impact on the Supplier's Systems and/or in respect of the delivery of the Services and the Supplier shall provide reasonable support and connection in respect of any such maintenance, update or upgrades.
  9. The Supplier shall be solely responsible for all of its own systems to provide the Services including the Supplier System. The Supplier shall not create any link or API to any Customer Approved System without the prior written consent of the Customer (given in its absolute discretion and, where appropriate, with relevant conditions attached).

**Services Improvement**

* 1. The Supplier shall have an ongoing obligation throughout the Framework Term to identify new or potential improvements to the Services in accordance with Clauses 11.15 to 11.18 in relation to each Call-Off Contract. As part of this obligation the Supplier shall identify and report individually to each Customer, and on a consolidated basis to the Authority, once every twelve (12) months on:-
     1. the emergence of new and evolving relevant technologies which could improve the IT Environment and/or the Services, and those technological advances potentially available to the Supplier and the Authority or Customers which the Parties may wish to adopt;
     2. new or potential improvements to the Services including with regards to the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services;
     3. new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority (or Customers, as appropriate) which might result in efficiency or productivity gains, reduction of operational risk or improvement of the Services;
     4. changes in business processes and ways of working that would enable the Services to be delivered at lower cost and/or with greater benefits to the Authority, Customers or Service Users; and/or
     5. changes to the IT Environment, business processes and ways of working that would enable reductions in the total energy consumed in the delivery of Services.
  2. The Supplier shall ensure that the information that it provides to the Authority and the Customers shall be sufficient for the Authority or the relevant Customer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Authority or the Customer requests.
  3. If the Authority or the Customer wishes to incorporate any improvement identified by the Supplier the Authority or the Customer shall send the Supplier a Change Request in accordance with the Change Control Procedure.
  4. For the avoidance of doubt if the Supplier is not party to any Call-Off Contracts at any time the obligations in this Clause 11 shall not apply.

1. CHARGES, Taxation Matters AND VALUE FOR MONEY PROVISIONS

**Charges and** **Invoicing**

* 1. In consideration of the Supplier carrying out its obligations under each Call-Off Contract, including the provision of the Services, the Customer shall pay the Charges to the Supplier in accordance with the pricing and payment profile and the invoicing procedure specified in Schedule 7.1 (Charges and Invoicing) of this Framework Agreement as supplemented by Schedule 7.1 (Call-Off Charges and Invoicing) of the relevant Call-Off Contract.
  2. If the Customer fails to pay any undisputed Charges properly invoiced under a Call-Off Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

**VAT**

* 1. The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a valid VAT invoice.
  2. The Supplier shall indemnify each Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under a Call-Off Contract. Any amounts due under this Clause 12.4 shall be paid in cleared funds by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

**Set‑off and Withholding**

* 1. The Customer may set off any amount owed by the Supplier to it against any amount due to the Supplier under a Call-Off Contract or under any other agreement between the Supplier and the Customer.
  2. If a Customer wishes to:-
     1. set off any amount owed by the Supplier to it against any amount due to the Supplier pursuant to Clause 12.5; or
     2. exercise its right pursuant to Clause 10.3 to withhold payment of a proportion of the Charges,

it shall give notice to the Supplier within 30 days of receipt of the relevant invoice, setting out the Customer's reasons for withholding or retaining the relevant Charges.

**Financial Distress**

* 1. The Parties shall comply with the provisions of Schedule 7.4 (Financial Distress) and Schedule 7.4 (Call-Off Financial Distress) in relation to the assessment of the financial standing of the Supplier and the consequences of a change to that financial standing.

**Promoting Tax Compliance**

* 1. If, at any point during the Framework Term, an Occasion of Tax Non‑Compliance occurs, the Supplier shall:-
     1. notify the Authority and each Customer that has a Call-Off Contract with the Supplier at the relevant time in writing of such fact within five (5) Working Days of its occurrence; and
     2. promptly provide to the Authority (and any relevant Customer notified under Clause 12.8.1):-
        1. details of the steps which the Supplier is taking to address the Occasion of Tax Non‑Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
        2. such other information in relation to the Occasion of Tax Non‑Compliance as the Authority (or relevant Customer) may reasonably require.

1. Governance
   1. The Parties shall comply with the provisions of Schedule 8.1 (Governance) and Schedule 8.1 (Call-Off Governance) of the Call-Off Contract in relation to the management and governance of the Call-Off Contract.
   2. The Supplier shall, from time to time, as requested by the Authority attend such meetings or provide the Authority with such information in respect of the Framework Agreement as the Authority may reasonably request in respect of the management and governance of this Framework Agreement.

**Representatives**

* 1. Each Party shall have a representative for the duration of this Framework Agreement who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Framework Agreement.
  2. The initial Supplier Framework Representative and the Authority Framework Representative shall be as set out in the Data Sheet. Any change to the Supplier Framework Representative shall be agreed in accordance with Clause 16.
  3. The Authority may, by written notice to the Supplier, revoke or amend the authority of the Authority Framework Representative or appoint a new Authority Framework Representative.
  4. In respect of each Call-Off Contract:
     1. each Party shall have a representative for the duration of the Call-Off Contract who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, the Call-Off Contract;
     2. the initial Supplier Representative and Customer Representative shall be as set out in the Call-Off Contract. Any change to the Supplier Representative shall be agreed in accordance with Clause 16; and
     3. the Customer may, by written notice to the Supplier, revoke or amend the authority of the Customer Representative or appoint a new Customer Representative.

1. Records, Reports, Audits & Open Book Data
   1. The Supplier shall comply with the provisions of Schedule 7.5 (Reports, Records and Audit Rights) in relation to the maintenance and retention of Records and the maintenance of Open Book Data.
   2. The Parties shall comply with the provisions of Schedule 7.5 (Reports, Records and Audit Rights) in relation to the provision of the Reports and the exercise of the Audit Rights by the Authority and Customers or any Audit Agents.
2. Change

**Change Control Procedure**

* 1. Any requirement for a Change shall be subject to the Change Control Procedure.

**Change in Law**

* 1. The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Framework Agreement or any Call-Off Contract nor be entitled to an increase in the Charges as the result of:-
     1. a General Change in Law; or
     2. a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the relevant Call-Off Effective Date.
  2. If a Specific Change in Law occurs or will occur during the Framework Term (other than as referred to in Clause 15.2.2), the Supplier shall:-
     1. notify all affected Customers as soon as reasonably practicable of the likely effects of that change, including:-
        1. whether any change or variation is required to the Services, the Charges, this Framework Agreement or any Call-Off Contract; and
        2. whether any relief from compliance with the Supplier's obligations is required, including any obligation to Achieve a Milestone and/or to meet the Target Performance Levels; and
     2. provide the Customers with evidence:-
        1. that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub‑contractors;
        2. as to how the Specific Change in Law has affected the cost of providing the Services; and
        3. demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Clause 11, has been taken into account in amending the Charges.
  3. Any variation in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 15.2.2) shall be implemented in accordance with the Change Control Procedure.

1. Supplier Personnel
   1. The Supplier shall:-
      1. provide in advance of any admission to Customer Premises a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the Customer may reasonably require;
      2. ensure that all Supplier Personnel:-
         1. are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
         2. are vetted in accordance with Market Practice and Good Industry Practice and, where applicable, the Probation Instructions and security requirements set out in Schedule 2.4 (Information Security and Assurance); and
         3. comply with all reasonable requirements of the Customer concerning conduct at the Customer Premises, including the security requirements as set out in Schedule 2.4 (Information Security and Assurance);
         4. to the extent required for their role or employment, are properly trained and fully conversant with the technologies to be used by the Supplier in its provision of the Services;
         5. receive adequate training on equality and diversity in the workplace and receive annual appraisals to support their learning and development; and
         6. are not knowingly engaged nor members of a group or organisation considered to have racist or radical philosophy, principles, aims or policies and would be subject to disciplinary proceedings and/or dismissal as a result of such engagement or membership;
      3. subject to the Relevant Staff Transfer Schedule, retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Customer;
      4. be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Framework Agreement or any Call-Off Contract shall be a Default by the Supplier;
      5. use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
      6. replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
      7. bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel;
      8. procure that the Supplier Personnel shall vacate the Customer Premises immediately upon the termination or expiry of the relevant Call-Off Contract;
      9. use all reasonable endeavours to increase diversity of the Supplier Personnel at all levels of the Supplier's organisation; and
      10. use all reasonable endeavours to improve rates of staff declaration of protected characteristics via diversity data the Supplier collects.
   2. Without prejudice to the rights set out in Clauses 16.7 to 16.10, if the Customer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Framework Agreement or any Call-Off Contract, it may:-
      1. refuse admission to the relevant person(s) to the Customer Premises; and/or
      2. direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).
   3. Not used.
   4. **Personnel Placements**
      1. Where appropriate, the Supplier and the Customer shall discuss and agree in good faith the extent to which they can offer placement and secondment opportunities to the personnel of the other Party.
      2. Subject to Clause 16.4.1, the Supplier shall facilitate the exchange and assessment of both the Supplier Personnel (but which shall not include the personnel of any Sub-contractor) and the Customer personnel (as applicable) for the purposes of professional training and development. Such exchanges and placements may include (i) the opportunity for the Supplier Personnel to gain experience of the provision of the Customer (including the National Probation Service in the case of the Authority), and (ii) any other placements which the Parties deem suitable.
   5. **Prevention of Corruption**
      1. Without prejudice to the provisions of Clause 44 (Prevention of Fraud and Bribery), the Supplier shall ensure that:
         1. the Supplier Personnel are trained in accordance with Market Practice and Good Industry Practice on how to avoid and detect corrupt practices;
         2. the Supplier Personnel are under an obligation to promptly report any corrupt practices that it is aware of to the Supplier; and
         3. any corrupt practices are reported to the Authority and any Customer with a current Call-Off Contract at the time of the report and dealt with appropriately which may include pursuing a prosecution or disciplinary action.
   6. **Industrial Relations**
      1. The Supplier shall promptly inform and keep informed the Authority and any Customer with a current Call-Off Contract at the time of the report in writing of any industrial relations issues or other matters relating to the Supplier Personnel which may adversely affect the performance of any Call-Off Contract.

**Key Personnel**

* 1. These Clauses 16.7 to 16.10 shall apply to each Call-Off Contract entered into unless disapplied in the Call-Off Order Form.
  2. The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Call-Off Term. Schedule 9.2 (Call-Off Key Personnel) for each Call-Off Contract shall list the Key Roles and names of the persons who the Supplier shall appoint to fill those Key Roles at the Call-Off Effective Date.
  3. The Customer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Personnel.
  4. The Supplier shall not remove or replace any Key Personnel (including when carrying out Exit Management) unless:-
     1. requested to do so by the Customer;
     2. the person concerned resigns, retires or dies or is on maternity or long‑term sick leave;
     3. the person's employment or contractual arrangement with the Supplier or a Sub‑contractor is terminated for material breach of contract by the employee; or
     4. the Supplier obtains the Customer's prior written consent (such consent not to be unreasonably withheld or delayed).
  5. The Supplier shall:-
     1. notify the Customer promptly of the absence of any Key Personnel (other than for short‑term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
     2. ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
     3. give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least 60 Working Days' notice;
     4. ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and
     5. ensure that any replacement for a Key Role:-
        1. has a level of qualifications and experience appropriate to the relevant Key Role; and
        2. is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

**Employment Indemnity**

* 1. The Parties agree that:-
     1. the Supplier shall both during and after the relevant Call-Off Term indemnify each Customer against all Employee Liabilities that may arise as a result of any claims brought against the Customer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel; and
     2. the Customer shall both during and after the relevant Call-Off Term indemnify the Supplier against all Employee Liabilities that may arise as a result of any claims brought against the Supplier by any person where such claim arises from any act or omission of the Customer or any of the Customer's employees, agents, consultants and contractors.

**Income Tax and National Insurance Contributions**

* 1. Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Framework Agreement or Call-Off Contract, the Supplier shall:-
     1. at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
     2. indemnify the Customer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

**Staff Transfer**

* 1. The Parties agree that, in respect of each Call-Off Contract entered into in respect of the Day 1 Services:
     1. where the commencement of the provision of the Services or any part of the Services results in one (1) or more Relevant Transfers and involves the transfer of Transferring Former Supplier Employees, Part B and Part D of Schedule 9.1A (Staff Transfer (Day 1 Services)) shall apply but Part C of Schedule 9.1A (Staff Transfer (Day 1 Services)) shall not apply; and
     2. where the commencement of the provision of the Services or any part of the Services does not result in a Relevant Transfer, Part C of Schedule 9.1A (Staff Transfer (Day 1 Services)) shall apply, Part B of Schedule 9.1A (Staff Transfer (Day 1 Services)) shall not apply and Part D of Schedule 9.1A (Staff Transfer (Day 1 Services)) may apply if so determined by the Authority; and
     3. in all cases Part E of Schedule 9.1A (Staff Transfer (Day 1 Services)) shall apply on the expiry or termination of the Services or any part of the Services.
  2. The Parties agree that, in respect of all other Call-Off Contracts entered into by the Authority:
     1. where the commencement of the provision of the Services or any part of the Services results in one (1) or more Relevant Transfersand involves the transfer of Transferring Former Supplier Employees, Part B and Part D of Schedule 9.1B (Staff Transfer (Re-Lets)) shall apply, but Part C of Schedule 9.1B (Staff Transfer (Re-Lets)) shall not apply; and
     2. where the commencement of the provision of the Services or any part of the Services does not result in a Relevant Transfer, Part C of Schedule 9.1B (Staff Transfer (Re-Lets)) shall apply, Part B of Schedule 9.1B (Staff Transfer (Re-Lets)) shall not apply and Part D of Schedule 9.1B (Staff Transfer (Re-Lets)) may apply if so determined by the Authority;
     3. and in all cases, Part E of Schedule 9.1B (Staff Transfer (Re-Lets)) shall apply on the expiry or termination of the Services or any part of the Services.
  3. The Parties agree that, in respect of any Call-Off Contract entered into by a Participating Body, other than the Authority, or in respect of any co-commissioning arrangements, the Call-Off Contract shall set out an alternative of the staff transfer schedule which shall be specific to such Call-Off Contract (and, therefore, the Relevant Staff Transfer Schedule shall be such alternative schedule set out in such Call-Off Contract).

1. Supply Chain Rights And Protections

**Appointment of** **Sub‑contractors**

* 1. The Supplier shall exercise due skill and care in the selection and appointment of any Sub‑contractors to ensure that the Supplier is able to:-
     1. manage any Sub‑contractors in accordance with Market Practice;
     2. comply with its obligations under this Framework Agreement and any Call-Off Contract in the delivery of the Services; and
     3. assign, novate or otherwise transfer to the Authority, any Customer or any Replacement Supplier any of its rights and/or obligations under each Sub‑contract that relates exclusively to this Framework Agreement (in respect of the Authority) or any Call-Off Contract.
  2. The Supplier shall determine, in accordance with Market Practice, if it is appropriate to enter into an Alternative Related Agreement. Where an Alternative Related Agreement is entered into it shall be treated as a Sub-contract for the purposes of the Call-Off Contract.
  3. Prior to sub‑contracting any of its obligations under a Call-Off Contract or replacing any Sub-contractor, the Supplier shall notify the Customer in writing:-
     1. of the proposed Sub‑contractor's name, registered office and company registration number;
     2. of the scope of any Services to be provided by the proposed Sub‑contractor;
     3. where the proposed Sub‑contractor is an Affiliate of the Supplier, of evidence that demonstrates to the reasonable satisfaction of the Customer that the proposed Sub‑contract has been agreed on "arm's‑length" terms; and
     4. whether the proposed sub-contracting will involve the transfer of any Transferring Former Supplier Employees and /or any employees of the Supplier or any Sub-contractor to the proposed Sub-contractor.
  4. Within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 17.3, the Supplier shall also provide in relation to (i) any proposed Key Sub-contractor; and/or (ii) where there is a proposed Alternative Related Agreement; and/or (iii) where the Customer otherwise requests:-
     1. a copy of the proposed Sub‑contract; and
     2. any further information reasonably requested by the Customer.
  5. The Customer may, within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 17.3 (or, if later, receipt of any further information requested pursuant to Clause 17.4), object to the appointment of the relevant Sub‑contractor if it considers that:-
     1. the appointment of a proposed Sub‑contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Customer;
     2. the proposed Sub‑contractor is unreliable and/or has not provided reasonable services to its other customers;
     3. the proposed Sub‑contractor employs unfit persons; and/or
     4. the proposed Sub‑contractor should be excluded in accordance with Clause 17.24;

in which case, the Supplier shall not proceed with the proposed appointment.

* 1. If:-
     1. the Customer has not notified the Supplier that it objects to the proposed Sub‑contractor's appointment by the later of ten (10) Working Days of receipt of:-
        1. the Supplier's notice issued pursuant to Clause 17.3; and
        2. any further information requested by the Customer pursuant to Clause 17.4; and
     2. the proposed Sub-contract is not a Key Sub-contract (which shall require the written consent of the Authority in accordance with Clause 17.10),

the Supplier may proceed, subject to Clause 17.8, with the proposed appointment.

* 1. Except where the Authority has given its prior written consent, the Supplier shall ensure that each Sub-contract (and Key Sub-contract as applicable) shall comply with:
     1. the requirements set out in Schedule 4.3 (Sub-contracting) Part A (Sub-contracting Principles and Market Stewardship); and
     2. the requirements set out in Schedule 4.3 (Sub-contracting) Part B (Sub-contracting Mandatory Provisions) that are stated to be applicable to Key Sub-contracts or Sub-contracts (as applicable),

in each case the Supplier shall confirm its compliance with the above upon request of the Customer.

* 1. Where the proposed sub-contracting will involve the transfer of employees of the Supplier, a Sub-contractor, or Transferring Former Supplier Employees:
     1. within twenty (20) Working Days of the issuing of its notice pursuant to Clause 17.3, the Supplier shall provide the following information to the Customer:
        1. the names of the individuals engaged in providing the Services that are to be transferred to a proposed Sub-contractor and who are therefore in scope to transfer;
        2. the percentage of time spent by each individual engaged in providing the Services to be transferred;
        3. a description of the nature of the work undertaken by each individual by location;
     2. the Customer will notify the Supplier within twenty (20) Working Days of receipt of the information provided in accordance with Cause 17.8.1 if a Staff Transfer Scheme, pursuant to Schedule 2 of the OMA or to any other power vested in the Customer is required;
     3. the Supplier shall and shall procure that any relevant Sub-contractor shall work with the Customer to ensure that, if required, a relevant Staff Transfer Scheme is put in place prior to the transfer of any such employees; and
     4. no sub-contracting of the Services can take effect until such Staff Transfer Scheme is in place.
  2. In concordance with Clause 17.8, where the proposed sub-contracting will involve the transfer of employees to a Sub-contractor under a Relevant Transfer or by operation of the law, the provisions of Paragraph 8 of Annex D of Schedule 9.1A (Staff Transfer (Day 1 Services)) or the provisions of Paragraph 8 of Annex D of Schedule 9.1B (Staff Transfer (Re-Lets)) shall apply (as appropriate) or, otherwise, the relevant provisions of the Relevant Staff Transfer Schedule shall apply.

**Appointment of Key Sub-contractors**

* 1. In respect of any Call-Off Contract, where the Supplier wishes to enter into a Key Sub-contract, replace a Key Sub-contractor or remove a Key Sub-contractor, it must obtain the prior written consent of the Customer, such consent not to be unreasonably withheld or delayed, but may be made subject to certain conditions. For these purposes, the Customer may withhold its consent to the appointment of a Key Sub-contractor if it reasonably considers that:
     1. the appointment of a proposed Key Sub-contractor may prejudice the provision of the Services or may be contrary to the interests of the Customer;
     2. the proposed Key Sub-contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
     3. the proposed Key Sub-contractor does not employ sufficient personnel with the required skills or expertise to undertake the applicable services or where the Customer otherwise considers that such personnel are unfit for such services; and/or
     4. the appointment of a proposed Key Sub-contractor or the entering into a Key Sub-contract would, or would be likely to, result in the Customer being in breach of statutory duty; and/or
     5. the appointment of a proposed Key Sub-contractor or the entering into of a Key Sub-contract would, or would be likely to, result in a genuine and sufficiently serious threat to the security interests of the community within which the Supplier operates in the UK; and/or
     6. where the Customer reasonably believes there is a serious risk that the Supplier will be in breach of this Framework Agreement and/or the relevant Call-Off Contract which materially and adversely affects the performance of the Services, in each case as a result, directly or indirectly, of an act or omission of the relevant Key Sub-contractor;
     7. where the Key Sub-contractor being replaced or removed was relied on by the Supplier to qualify onto the Framework as part of its SQ Response and/or in order to be eligible to participate in the Call-off Competition process that resulted in the Call-Off Contract, the Supplier cannot demonstrate (to the Customer's reasonable satisfaction) that it or the replacement Key Sub-contractor is qualified onto the Framework Agreement for the Service Category(ies) affected; and/or
     8. the proposed Key Sub-contractor should be excluded in accordance with Clause 17.25.
  2. The Customer consents to the appointment of the Sub-contractors listed in Schedule 4.3 (Call-Off Notified Key Sub-contractors) of the Call-Off Contract (in relation to the elements of the Services identified in respect of each Sub-contractor as set out in such Schedule).

**Amendments to Sub-contracts**

* 1. The Supplier shall not terminate or materially amend the terms of any Key Sub-contract without the Customer's prior written consent, which shall not be unreasonably withheld or delayed, but may be subject to conditions (which may include any of those set out in Clause 17.10 above).
  2. For the purposes of Clause 17.12, a material amendment shall include:
     1. any change to the nature of the Goods and Services to be provided by the relevant Sub-contractors;
     2. any change to the identity of the Key Sub-contractor; and/or
     3. any change that would mean a Sub-contractor becomes or ceases to be a Key Sub-contractor by the nature of the amendments.
  3. Where any amendment to the Sub-contract is made in accordance with Clause 17.12 the Supplier shall also provide to the Customer as soon as reasonably practicable on request a copy of the relevant amendment.
  4. Any breach of Clause 17.12 by the Supplier (including failure to obtain prior written consent from the Authority) may be considered an event giving rise to an Improvement Plan and the Customer may serve a notice requiring the Improvement Plan process to be followed in accordance with Clause 31.

**Sub-contract reporting**

* 1. The Supplier shall provide a copy of all signed Sub-contracts within five (5) Working Days of signature of such Sub-contract.
  2. The Supplier shall provide the Customer for each Call-Off Contract with a report once a Call-Off Year (as part of the Annual Report) setting out:
     1. how it has complied with Market Practice in respect of its Sub-contractors;
     2. a list of what Sub-contracts are currently in full force and effect and the type of contract in place including which are Alternative Related Agreements;
     3. the effectiveness of its arrangements with each Sub-contractor, the amount of spend for each Sub-contract (for the previous four (4) Quarters) as against the forecasted spend and the type of contractual arrangement in place;
     4. details of compliance by each of the Supplier and each Sub-contractor of the terms of the relevant Sub-contract;
     5. in respect of each Sub-contract details of to whom they provided services (e.g. minority groups, female offenders etc.);
     6. performance against the relevant performance measures in place with each Sub-contractor.
  3. The Supplier shall provide the Customer with any reasonable additional information requested by the Authority to supplement the Quarterly report provided above as the Customer may request from time to time in respect of any sub-contracting.

**Supply chain protection**

* 1. The Supplier shall ensure that all Sub‑contracts (which in this sub‑Clause includes any contract in the Supplier's supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Framework Agreement or any Call-Off Contract):
     1. contain such provisions as are necessary to enable the Supplier to discharge its obligations under the Call-Off Contract which must include these provisions as set out in Schedule 4.3 (Sub-contracting) Part B (Sub-contracting Mandatory Provisions);
     2. do not contain provisions which impose exclusivity provisions on the Sub-contractor that would prevent the Sub-contractor from participating in the supply chain of any other third party whether related to the Call-Off Contract, the Framework Agreement or otherwise.
  2. The Supplier shall:
     1. pay any undisputed sums which are due from it to a Sub‑contractor within 30 days of verifying that the invoice is valid and undisputed;
     2. include within the Annual Report a payment terms of Sub-contractors report pursuant to Schedule 7.5 (Call-Off Reports, Records and Audit Rights) and a summary of its compliance with Clause 17.20.1 such data to be certified each report by a director the Supplier as being accurate and not misleading.
  3. Notwithstanding any provision of Clauses 24 and 27, if the Supplier notifies the Customer (whether in the report provided pursuant to Clause 17.20 or otherwise) that the Supplier has failed to pay a Sub‑contractor's undisputed invoice within 30 days of receipt, or the Customer otherwise discovers the same, the Customer shall be entitled to publish the details of the late or non‑payment (including on government websites and in the press).
  4. The Supplier shall notify all Sub-contractors that each Sub-contractor shall be entitled to escalate any breach or contrary operation of the Market Stewardship Principles (as set out in Part A of Schedule 4.3 (Sub-contracting)) by the Supplier or other entity within the supply chain to the relevant Customer for review. Nothing in this Clause is intended to affect the operation of Clause 17.24, and the Parties acknowledge that the Customer shall consider any representations made by Sub-contractors under this Clause through regional authorities purely on a voluntary and advisory basis.

**Termination of** **Sub‑contracts**

* 1. The Customer may require the Supplier to terminate:
     1. a Sub‑contract where:-
        1. the acts or omissions of the relevant Sub‑contractor have caused or materially contributed to the Customer's right of termination pursuant to Clause 36.1.2;
        2. the relevant Sub‑contractor or any of its Affiliates have embarrassed the Customer or otherwise brought the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Sub‑contractor's obligations in relation to the Services or otherwise;
        3. the relevant Sub‑contractor has failed to comply in the performance of its Sub‑contract with legal obligations in the fields of environmental, social or labour law; and/or
        4. the Customer has found grounds for exclusion of the Sub‑contractor in accordance with Clause 17.25[[1]](#footnote-2); and
     2. a Key Sub-contract where there is a change of Control of the relevant Key Sub-contractor, unless:
        1. the Customer has given its prior written consent to the particular change of Control, which subsequently takes place as proposed; or
        2. the Customer has not served its notice of objection within six (6) months of the later of the date the change of Control took place or the date on which the Customer was given notice of the change of Control.

**Retention of Legal Obligations**

* 1. Notwithstanding the Supplier's right to sub‑contract pursuant to this Clause 17, Schedule 4.3 (Sub-contracting) and Schedule 4.3 (Call-Off Sub-contracting), the Supplier shall 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. In respect of any element of the Services delivered by Supplier Personnel and/or which are Sub‑contracted by the Supplier, an obligation on the Supplier to do or to refrain from doing any act or thing under this Contract, shall include an obligation on the Supplier to procure that the Supplier Personnel and the Sub‑contractor also do or refrain from doing such act or thing in their delivery of those elements of the Services.

**Exclusion of** **Sub‑contractors**

* 1. Where the Customer considers whether there are grounds for the exclusion of a Sub‑contractor under Regulation 57 of the Public Contracts Regulations 2015, then:-
     1. if the Customer finds there are compulsory grounds for exclusion, the Supplier shall replace or shall not appoint the Sub‑contractor;
     2. if the Customer finds there are non‑compulsory grounds for exclusion, the Customer may require the Supplier to replace or not to appoint the Sub‑contractor and the Supplier shall comply with such a requirement.

1. Intellectual Property Rights
   1. Except as expressly set out in this Framework Agreement and/or any Call-Off Contract:-
      1. the Authority and/or any Participating Body shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:-
         1. the Supplier Software;
         2. the Third Party Software;
         3. the Third Party IPRs; and
         4. the Supplier Background IPRs;
      2. the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority, and/or any Participating Body and/or their licensors, including:-
         1. the Customer Software;
         2. the Customer Approved System and/or any underlying software;
         3. the Customer Data; and
         4. the Customer Background IPRs;
         5. any Customer Project Specific IPRs and Software; and
      3. the Project Specific IPRs and Project Specific Software shall remain the property of the Supplier but shall be licensed to the Authority and relevant Participating Bodies on the basis of Clause 19.1 below.
   2. Where either Party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 18.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made) and do all such things and execute all such documents as is required to give effect to this Clause.
   3. If requested by the Authority and/or any relevant Participating Body and in any event on termination or expiry of this Framework Agreement and/or any Call-Off Contract in accordance with Schedule 8.5 (Exit Management), the Supplier promptly shall:
      1. provide the Authority and/or relevant Participating Body with full details of any Project Specific IPR and/or Project Specific Software created, any Dependent Supplier IPRs and Software and any other Supplier Background IPRs and Supplier Software and the IPRs and Software Materials which embody them used in relation to the Services; and
      2. shall provide to and/or give the Authority and/or relevant Participating Body access to such IPRs and/or Software and the IPRs and Software Materials which embody them for use in accordance with the licences granted or agreed to be granted in Clause 19 below.
   4. Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
2. Licences Granted By The Supplier

**Project Specific Software and Project Specific IPRs**

* 1. The Supplier hereby grants to the Authority and relevant Participating Bodies (in accordance with Clause 19.2 below) a non-exclusive, royalty-free, transferable (in accordance with Clause 19.22 below) licence to use and exploit the Project Specific IPRs and the Project Specific Software on a perpetual and irrevocable basis for any purpose. This licence shall survive expiry or termination of this Framework Agreement for any reason.
  2. The licence granted under Clause 19.1 above in respect of the Authority shall be of all Project Specific IPRs and Project Specific Software and in respect of each Participating Body shall be of the Project Specific IPRs and Project Specific Software generated under or in relation to or arising from the relevant Call-Off Contract(s) to which they are a party.
  3. At any timethe Authority and/or relevant Participating Bodies shall be entitled to sub-license their rights under Clause 19.1 to any third party in accordance with Clause 19.14 and/or require the Supplier directly to license such rights to any third party in accordance with Clauses 19.17 to 19.20 below, for the purpose of providing services to or on behalf of or in replacement of the Authority and/or a relevant Participating Body, including the Authority and/or any relevant Participating Body shall be entitled to sub-license the Project Specific IPRs and Project Specific Software and the IPRs and Software Materials which embody them:
     1. to any third party provider who assists the Authority and/or relevant Participating Body following a Step-In Trigger Event in accordance with Clause 35 and the relevant third party shall be entitled to use such Project Specific IPRs and Project Specific Software and the IPRs and Software Materials which embody them to provide such assistance until the Authority and/or relevant Participating Body issues a Step-Out Notice; and/or
     2. to any Wider Public Sector Body which performs or carries on any of the functions and/or activities (on a temporary or permanent basis) that previously had been performed and/or carried on by the Authority and/or relevant Participating Body. The relevant Wider Public Body may further sub-license to third parties for the purpose of providing services to or on behalf of that Wider Public Body;
     3. to any Authority Probation Provider and/or Replacement Supplier; and/or
     4. to a Replacement Supplier.
  4. Subject to Clause 19.21, nothing in this Framework Agreement shall prevent the Supplier from using and/or exploiting and/or permitting any third party from using and/or exploiting the Project Specific IPR and/or Project Specific Software for any purpose, including elsewhere in the public sector.
  5. To the extent that any Project Specific IPRs and/or Project Specific Software are created or devised by any third party for the Supplier, including any Sub-contractor, the Supplier shall ensure that it obtains all necessary rights to be able to grant the licences granted to the Authority and/or relevant Participating Bodies in Clause 19.1 above, at no extra cost to the Authority and/or relevant Participating Bodies.

**Supplier Software and Supplier Background IPRs**

* 1. The Supplier hereby grants to the Authority and/or relevant Participating Bodies (in accordance with Clause 19.7 below) a non-exclusive, royalty-free, transferable (in accordance with Clause 19.22 below) licence to use the Supplier Background IPRs and the Supplier Software and Software Materials which embody them for any purpose relating to the Services, including step-in services under Clause 35, and/or substantially equivalent services, including to use and exploit the Project Specific IPR and/or Project Specific Software licensed under Clause 19.1 above.
  2. The licence granted under Clause 19.6 above shall in respect of the Authority apply to all Services and each Participating Body in respect of the Services procured under the relevant Call-Off Contract.
  3. The licence granted under Clause 19.6 above shall continue for the Term and shall terminate on the later of expiry and/or termination of this Framework Agreement, except in respect of any Dependent Supplier IPRs and Software, in which case the licence of such Dependent Supplier IPRs and Software and/or Supplier Software and the IPRs and Software Materials that embody them shall be perpetual and irrevocable for the purposes of using and/or exploiting the Project Specific IPRs and Project Specific Software in accordance with Clause 19.1 above.
  4. Unless agreed otherwise by the Parties, the licence in Clause 19.6 above shall not be capable of sub-license except the Authority and/or relevant Participating Body shall be entitled to sub-license:
     1. its rights to use and/or exploit the Dependent Supplier IPRs and Software and the IPRs and Software Materials which embody them under Clause 19.8 to the sub-licensees and for the sub-license purposes permitted in Clause 19.3 above;
     2. its rights to use the Supplier Background IPRs and Supplier Software and the IPRs and Software Materials which embody them to any third party provider who assists the Authority and/or relevant Participating Body following a Step-In Trigger Event in accordance with Clause 35 and the relevant third party shall be entitled to use such Supplier Background IPRs and Supplier Software and the IPRs and Software Materials which embody them to provide such assistance until the Authority issues a Step-Out Notice; and
     3. its rights to use the Supplier Background IPRs and Supplier Software and the IPRs and Software Materials which embody them to any Wider Public Sector Body which performs or carries on any of the functions and/or activities (on a temporary or permanent basis) that previously had been performed and/or carried on by the Authority and/or relevant Participating Body.

**Licence of Software**

* 1. Any licence granted to the Authority and/or relevant Participating Bodies to use Software under this Clause 19, shall include the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) the relevant Software and unless agreed otherwise:
     1. in the case of Project Specific Software and Supplier Software which is required to be used to use and exploit Project Specific Software, shall include the right to use the Documentation, Source Code, Object Code and Software Materials relating to such software; and
     2. in the case of all other Supplier Software shall include the right to use the Object Code only.

**Additional Licences**

* 1. To the extent that the Authority and/or any relevant Participating Body wishes to take a new licence of any Intellectual Property Rights and/or Software from the Supplier and/or to amend an existing licence of Project Specific IPRs, Project Specific Software, Supplier Background IPRs, Supplier Software and/or the IPRs and Software Materials granted under Clause 19, including to extend its scope and/or duration and/or to allow additional sub-licensees, the Parties and/or relevant Participating Body shall negotiate in good faith to agree such new or amended licence on reasonable commercial terms. Any fee charged by the Supplier for such new or amended licence shall be reasonable.
  2. Other Authority Probation Suppliers may request access to and use of Supplier Background IPRs and Supplier Software and/or the IPRs and Software Materials which embody them. The Supplier shall consider all such requests, acting reasonably.

**Insolvency Event**

* 1. All licences granted by the Supplier under this Clause 19 which are stated to be or are otherwise agreed to be perpetual and irrevocable and/or survive expiry or termination of this Framework Agreement and/or relevant Call-Off Contract, shall continue in full force following an Insolvency Event. The Supplier and any insolvency practitioner appointed over the Supplier's assets shall ensure that any purchaser of the Project Specific IPRs, the Project Specific Software, the Supplier Background IPRs and the Supplier Software and the IPRs and Software Materials which embody them is notified of and gives a written undertaking that it takes such assets subject to the licences granted to the Authority and/or relevant Participating Bodies under and on the terms of this Clause 19.

**Authority's right to sub-license**

* 1. The Authority and/or relevant Participating Bodies shall be entitled to sub-license the rights granted to it under Clause 19 to the extent expressly permitted in Clauses 19.3 and 19.9 without additional charge to the Authority, relevant Participating Body and/or any Approved Sub-licensee, provided that:
     1. the sub-licence is on terms no broader than those granted to the Authority and/or relevant Participating Body;
     2. the sub-licence authorises the third party to use the relevant rights licensed only for the permitted sub-licensee purposes set out in Clauses 19.3 and 19.9; and
     3. the sub-licensee shall have executed a confidentiality undertaking in favour of the Supplier in or substantially in the form set out in Appendix 1 to Schedule 6.2 (Software).
  2. The Authority and/or relevant Participating Body may provide each Approved Sub-licensee with a copy of the relevant IPRs and Software Materials as is reasonably required by such Approved Sub-licensee for the purposes set out in Clauses in Clauses 19.3 and 19.9 above.
  3. The Authority's and/or relevant Participating Body's Approved Sub-licensees sub-licensed under in Clauses 19.3 and 19.9 above shall only be entitled to sub-license their rights to their sub-contractors for the purposes specified in Clauses 19.3 and 19.9 above but for no other purpose.

**Direct Licence by the Supplier**

* 1. In addition to the Authority's and/or relevant Participating Body's rights to sub-license set out in Clause 19.14 above, the Authority and/or relevant Participating Body may notify the Supplier in writing that it requires the Supplier to license any Approved Sub-licensee directly on the same or substantially the same terms as the licences granted to the Authority (a "**Direct Licence Notice**").
  2. In the event that the Supplier receives a Direct Licence Notice in accordance with Clause 19.17 above, it shall enter into a written licence directly with the Approved Sub-licensee(s) and of the relevant Intellectual Property Rights identified in the Direct Licence Notice (a "**Direct Licence**") within ten (10) Working Days of receipt of the Direct Licence Notice.
  3. The Direct Licence shall be granted to the relevant third party without any additional charge to the relevant third party and may include a confidentiality undertaking in favour of the Supplier in or substantially in the form set out in Appendix 1 to Schedule 6.2 (Software).
  4. The Supplier shall provide the relevant Approved Sub-licensee with a copy of the relevant IPRs and Software Materials as is reasonably required by such Approved Sub-licensee for the purposes set out in Clauses 19.3 and 19.9 above.

**Services provided to other Wider Public Sector Bodies**

* 1. Without limiting the generality of the above rights to sub-license and/or requirements directly to license, in the event that the Supplier is engaged to provide services to any Wider Public Sector Body, for which the Project Specific IPRs and Software is to be or could be used, the Supplier shall use and/or license the relevant Wider Public Sector Body to use such Project Specific IPRs and Software without any additional charge to the Wider Public Sector Body.

**Authority's right to assign/novate licences**

* 1. Without prejudice to the terms of Clause 41, the Authority and/or relevant Participating Body may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to:
     1. Clause 19.1 to any third party;
     2. the remaining provisions of Clause 19 to a Wider Public Sector Body which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority and/or relevant Participating Body.
  2. Any change in the legal status of the Authority and/or relevant Participating Body which means that it ceases to be a Wider Public Sector Body shall not affect the validity of any licence granted in this Clause 19. If the Authority and/or relevant Participating Body ceases to be a Wider Public Sector Body, the successor body to the Authority and/or relevant Participating Body shall still be entitled to the benefit of the relevant licences granted in Clause 19.
  3. If a licence granted in Clause 19 is assigned or novated under Clause 19.22 or there is a change of the Authority's and/or relevant Participating Body's status pursuant to Clause 19.23 the rights acquired on that assignment or novation or change of status shall not extend beyond those previously enjoyed by the Authority and/or relevant Participating Bodies.

**Supplier's right to assign Relevant IPRs**

* 1. The Supplier shall not be entitled to assign or transfer its rights in the Project Specific IPRs, Project Specific Software, Supplier Background IPRs and/or Supplier Software to any third party without the prior written consent of the Authority. Any consent shall be in the sole discretion of the Authority and shall given on the basis that:
     1. the Supplier notifies the Authority and/or relevant Participating Bodies of the potential assignment in advance;
     2. the Supplier notifies the purchaser of the licences granted to the Authority and/or relevant Participating Bodies and terms under this Clause 19 in relation to the Project Specific IPRs, Project Specific Software, Supplier Background IPRs and/or Supplier Software; and
     3. to the extent that this Framework Agreement is not assigned or novated to the purchaser of the relevant rights, the Supplier obtains a written undertaking from the purchaser of such rights that it shall take the assignment subject to and shall comply with the licences granted to the Authority and/or relevant Participating Bodies and terms under this Clause 19 in relation to the Project Specific IPRs, Project Specific Software, Supplier Background IPRs and/or Supplier Software.

**Third Party Software and Third Party IPRs**

* 1. Unless otherwise agreed by the Authority and/or relevant Participating Bodies (where applicable) on a case by case basis, the Supplier shall not use in the provision of the Services (including in or with any Project Specific IPRs or Project Specific Software and/or the IPRs and Software Materials which embody them) any Third Party Non‑COTS IPRs and Software unless it has:
     1. first procured that the owner or an authorised licensor of the relevant Third Party Non‑COTS IPRs and Software has granted a direct licence to the Authority and/or relevant Participating Body (or if agreed by the Authority and/or relevant Participating Body a licence to the Supplier with a right to sub-license to the Authority and/or relevant Participating Body and where applicable, Approved Sub-licensees), on substantially equivalent and no less favourable terms as the licence of Supplier Background IPRs and Supplier Software set out in Clause 19.6 above and as the indemnification against IPRs Claims as set out in Clause 21 below at no additional cost to the Authority and/or relevant Participating Bodies; or
     2. complied with the provisions of Clause 19.27.
  2. If the Supplier cannot obtain for the Authority and/or relevant Participating Bodies a licence in respect of any Third Party Non‑COTS IPRs and Software in accordance with Clause 19.26, the Supplier shall:
     1. notify the Authority and relevant Participating Body in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative providers which the Supplier could seek to use; and
     2. use the relevant Third Party Non‑COTS IPRs and Software only if the Authority and/or relevant Participating Body has first approved in writing the terms of the licence from the relevant third party.
  3. The Supplier shall:
     1. notify the Authority and relevant Participating Body in writing of all Third Party COTS IPRs and Software that it uses and the terms on which it uses them; and
     2. unless instructed otherwise in writing by the Authority and/or relevant Participating Body in any case within twenty (20) Working Days of notification pursuant to Clause 19.28.1 above use all reasonable endeavours to procure in each case that the owner or an authorised licensor of the relevant Third Party COTS IPRs and Software grants a direct licence to the Authority and/or relevant Participating Body with a right to sub-license to the Approved Sub-Licensees (or if agreed by the Authority and/or relevant Participating Body a licence to the Supplier with a right to sub-license to the Authority, relevant Participating Body and Approved Sub-licensees) on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.
  4. Should the Supplier become aware at any time, including after termination, that the Project Specific IPRs, Project Specific Software and/or the IPRs and Software Materials contain and/or are dependent on any Intellectual Property Rights for which the Authority does not have a suitable licence, then the Supplier must notify the Authority and relevant Participating Bodies within ten (10) Working Days of what those rights are and without prejudice to the indemnity and obligations under Clause 21 below, shall within twenty (20) Working Days of the relevant notification procure the necessary licence or (if agreed by the Authority and relevant Participating Bodies) replace the relevant unlicensed materials and/or software with materials and/or software of equivalent functionality.

**Grant of licences to Participating Bodies**

* 1. To the extent that a Participating Body is Party to a Call-Off Contract as a Customer, the Supplier shall grant and/or procure the applicable rights and licences on equivalent terms as those set out in this Clause 19 to such Participating Body on the same terms by entering into the relevant Call-Off Contract.

**Sub-contractors**

* 1. The Supplier shall ensure that the Authority's and/or relevant Participating Bodies' licences and rights and the Supplier's obligations under Clauses 19, 20 and 21 and equivalent provisions in the Call-Off Contracts are flowed down into all agreements with relevant Sub-contractors (as applicable) and that the Supplier obtains from all relevant Sub-contractors all necessary rights to be able to grant the licences and other rights granted to the Authority in this Clauses 19, 20 and 21, at no extra cost to the Authority and/or relevant Participating Bodies.
  2. The Supplier shall ensure under the agreements with the Sub-contractors that the Authority and relevant Participating Bodies have the express right to enforce its rights directly against the relevant Sub-contractors.

1. Licences Granted By The Authority and participating bodies
   1. The Authority hereby grants and each of the relevant Participating Bodies shall grant to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Term to use its Customer Software, its Customer Background IPRs, its Customer Project Specific IPRs and Software and its Customer Data provided for use by the Authority solely to the extent necessary for performing the Services in accordance with this Framework Agreement and/or any Call-Off Contract to which the Authority and/or relevant Participating Body is a party, including (but not limited to) the right to grant sub-licences to Sub-contractors provided that:
      1. any relevant Sub-contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 24; and
      2. the Supplier shall not, without the Authority's prior written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Authority.
   2. In the event of the termination or expiry of this Framework Agreement, the licence and any sub-licence granted by the Supplier in accordance with to Clause 20.1 shall terminate automatically on the date of such termination or expiry and the Supplier shall:
      1. immediately cease all use of the Customer Software, the Customer Background IPRs, Customer Project Specific IPRs and Software and the Customer Data (as the case may be);
      2. at the discretion of the Authority and/or relevant Participating Body, return or destroy documents and other tangible materials that contain any of the Customer Software, the Customer Background IPRs and the Customer Data, provided that if the Authority has not made an election within six (6) months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Customer Software, the Customer Background IPRs, Customer Project Specific IPRs and Software and the Customer Data (as the case may be); and
      3. ensure, so far as reasonably practicable, that any Customer Software, Customer Background IPRs, Customer Project Specific IPRs and Software and Customer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any Supplier computer, word processor, voicemail system or any other Supplier device containing such Customer Software, Customer Background IPRs and/or Customer Data.
   3. Each Participating Body shall grant to the Supplier a licence of its Customer Software, Customer Background IPRs, Customer Project Specific IPRs and Software and/or Customer Data on equivalent terms to those set out in Clauses 20.1 and 20.2 above under the relevant Call-Off Contracts.
2. IPRs INDEMNITY
   1. The Supplier shall at all times, during and after the Term, on written demand indemnify the Authority, each Participating Body and each other Indemnified Person, and keep the Authority, each and Participating Body and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from an IPRs Claim.
   2. If an IPRs Claim is made, or the Supplier anticipates that an IPRs Claim might be made, the Supplier may, at its own expense and sole option, either:
      1. procure for the Authority, each relevant Participating Body and/or other relevant Indemnified Person the right to continue using the relevant item which is subject to the IPRs Claim; or
      2. replace or modify the relevant item with non-infringing substitutes provided that:
         1. the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
         2. the replaced or modified item does not have an adverse effect on any other services or the IT Environment;
         3. there is no additional cost to the Authority, Participating Body and/or relevant Indemnified Person (as the case may be); and
         4. the terms and conditions of this Framework Agreement shall apply to the replaced or modified Services.
   3. If the Supplier elects to procure a licence in accordance with Clause 21.2.1 or to modify or replace an item pursuant to Clause 21.2.2 but this has not avoided or resolved the IPRs Claim, then:
      1. the Authority may terminate this Framework Agreement and/or the Authority and/or relevant Participating Body may terminate any relevant Call-Off Contracts (if subsisting) with immediate effect by written notice to the Supplier; and
      2. without prejudice to the indemnity set out in Clause 21.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.
3. NOT USED
4. CUSTOMER Data And Security Requirements
   1. The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
   2. The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Framework Agreement or Call-Off Contract or as otherwise expressly authorised in writing by the Customer.
   3. To the extent that Customer Data is held and/or processed by the Supplier, the Supplier shall supply that Customer Data to the Customer as requested by the Customer in the format specified by the Customer from time to time.
   4. The Supplier shall preserve the integrity of Customer Data and prevent the corruption or loss of Customer Data at all times that the relevant Customer Data is under its control or the control of any Sub‑contractor.
   5. The Supplier shall perform secure back‑ups of all Customer Data and shall ensure that up‑to‑date back‑ups are stored off‑site in accordance with the Service Continuity Plan. The Supplier shall ensure that such back‑ups are available to the Customer (or to such other person as the Customer may direct) at all times upon request and are delivered to the Customer at no less than six (6) monthly intervals (or such other intervals as may be agreed in writing between the Parties).
   6. The Supplier shall ensure that any system on which the Supplier holds any Customer Data, including back‑up data, is a secure system that complies with the Baseline Security Requirements.
   7. If the Customer Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Customer may:-
      1. require the Supplier (at the Supplier's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with the requirements specified in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Customer's notice; and/or
      2. itself restore or procure the restoration of Customer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning).
   8. If at any time the Supplier suspects or has reason to believe that Customer Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.
   9. The Supplier shall comply with the requirements of Schedule 2.4 (Information Security and Assurance).
   10. The Customer shall notify the Supplier of any changes or proposed changes to the Baseline Security Requirements.
   11. If the Supplier believes that a change or proposed change to the Baseline Security Requirements will have a material and unavoidable cost implication to the Services it may submit a Change Request. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure.
   12. Until and/or unless a change to the Charges is agreed by the Customer pursuant to Clause 23.11 the Supplier shall continue to perform the Services in accordance with its existing obligations.
5. Confidentiality
   1. For the purposes of this Clause 24, the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the Party which receives or obtains directly or indirectly Confidential Information.
   2. Except to the extent set out in this Clause 24 or where disclosure is expressly permitted elsewhere in this Framework Agreement or in a Call-Off Contract, the Recipient shall:-
      1. treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
      2. not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Framework Agreement or a Call-Off Contract or without obtaining the owner's prior written consent;
      3. not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Framework Agreement or a Call-Off Contract; and
      4. immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
   3. The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:-
      1. the Recipient is required to disclose the Confidential Information by Law, provided that Clause 25 shall apply to disclosures required under the FOIA or the EIRs;
      2. the need for such disclosure arises out of or in connection with:-
         1. any legal challenge or potential legal challenge against the Authority or Customer (as appropriate) arising out of or in connection with this Framework Agreement or a Call-Off Contract;
         2. the examination and certification of the Authority or Customer's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority or Customer is making use of any Services provided under this Framework Agreement or a Call-Off Contract; or
         3. the conduct of a Wider Public Sector Body review in respect of this Framework Agreement or any Call-Off Contract; or
      3. the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
   4. If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
   5. The Supplier may disclose the Confidential Information of the Customer on a confidential basis only to:-
      1. Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Framework Agreement and any Call-Off Contract;
      2. its auditors; and
      3. its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement or a Call-Off Contract.

Where the Supplier discloses Confidential Information of the Customer pursuant to this Clause 24.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Framework Agreement or any Call-Off Contract by the persons to whom disclosure has been made.

* 1. The Customer may disclose the Confidential Information of the Supplier:-
     1. on a confidential basis to any Wider Public Sector Body for any proper purpose of the Customer or of the relevant Wider Public Sector Body;
     2. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
     3. to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
     4. on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 24.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Framework Agreement or any Call-Off Contract;
     5. on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement or a Call-Off Contract, including the Audit Rights, its step‑in rights pursuant to Clause 35, and Exit Management rights; or
     6. on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Framework Agreement or a Call-Off Contract,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this Clause 24.

* 1. Nothing in this Clause 24 shall prevent a Recipient from using any techniques, ideas or know‑how gained during the performance of this Framework Agreement or a Call-Off Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

1. Transparency And Freedom Of Information
   1. The Parties acknowledge that:-
      1. the Transparency Reports; and
      2. the content of this Framework Agreement or any Call-Off Contract, including any changes to this Framework Agreement or any Call-Off Contract agreed from time to time, except for:–
         1. any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Authority or Customer (as appropriate); and
         2. Commercially Sensitive Information;

(together the "**Transparency Information**") are not Confidential Information.

* 1. Notwithstanding any other provision of this Framework Agreement or any Call-Off Contract, the Supplier hereby gives its consent for the Authority or Customer (as appropriate) to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Authority or Customer (as appropriate) shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
  2. The Supplier shall assist and co‑operate with the Authority or Customer (as appropriate) to enable the Authority or Customer (as appropriate) to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Schedule 7.5 (Call-Off Reports, Records and Audit Rights).
  3. If the Authority or Customer (as appropriate) believes that publication of any element of the Transparency Information would be contrary to the public interest, the Authority or Customer (as appropriate) shall be entitled to exclude such information from publication. The Authority or Customer (as appropriate) acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority or Customer (as appropriate) acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Supplier.
  4. The Authority or Customer (as appropriate) shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Framework Agreement or any Call-Off Contract is being performed, having regard to the context of the wider commercial relationship with the Supplier.
  5. The Supplier agrees that any Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Authority or Customer (as appropriate) on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Authority or Customer (as appropriate) may disclose such information under the FOIA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to Clause 24.6.3) and Open Book Data) publish such Information. The Supplier shall provide to the Authority or Customer (as appropriate) within five (5) Working Days (or such other period as the Authority or Customer (as appropriate) may reasonably specify) any such Information requested by the Authority or Customer (as appropriate).
  6. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:-
     1. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and EIRs;
     2. transfer to the Customer all Requests for Information relating to this Framework Agreement or any Call-Off Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
     3. provide the Customer with a copy of all Information held on behalf of the Customer which is requested in a Request For Information and which is in its possession or control in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
     4. not respond directly to a Request For Information addressed to the Customer unless authorised in writing to do so by the Customer.
  7. The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement or any Call-Off Contract) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

1. Protection Of Personal Data
   1. The Parties shall comply with their respective obligations under the Data Protection Legislation.
   2. The Parties shall comply with their respective obligations set out in Schedule 10 (Processing of Personal Data).
2. Publicity And Branding
   1. The Supplier shall not:-
      1. make any press announcements or publicise this Framework Agreement or any Call-Off Contract or contents of the same in any way; or
      2. use the Authority's or any Participating Body name or brand in any promotion or marketing or announcement of orders;

without the prior written consent of the Authority or relevant Participating Body (as appropriate), which shall not be unreasonably withheld or delayed.

* 1. Each Party acknowledges to the other that nothing in this Framework Agreement or any Call-Off Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services, the Supplier System and the Customer Approved System) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

1. Limitations On Liability

**Unlimited liability**

* 1. Neither Party limits its liability under this Framework Agreement or any Call-Off Contract for:-
     1. death or personal injury caused by its negligence, or that of its employees, agents or Sub‑contractors (as applicable);
     2. fraud or fraudulent misrepresentation by it or its employees;
     3. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
     4. any liability to the extent it cannot be limited or excluded by Law.
  2. The Supplier's liability whether under this Framework Agreement or any Call-Off Contract in respect of the indemnities in Clause 12.4 (VAT), Clause 16.12 (Employment Indemnity), Clause 16.13 (Income Tax and National Insurance Obligations), Clause 21 (IPRs Indemnity), the Relevant Staff Transfer Schedule and the Annexes to the Relevant Staff Transfer Schedule shall be unlimited.
  3. The Authority's liability under this Framework Agreement or any Customer's liability under a Call-Off Contract in respect of the indemnities in Clause 16.12 (Employment Indemnity), the Relevant Staff Transfer Schedule and the Annexes to the Relevant Staff Transfer Schedule shall be unlimited.

**Financial and other limits**

* 1. Subject to Clauses 28.1 and 28.2 (Unlimited Liability) and Clauses 28.8 and 28.9 (Consequential Losses):-
     1. the Supplier's aggregate liability under each Call-Off Contract in respect of loss of or damage to the Customer Premises or other property or assets of the Authority, any Customer Related Party or Customer (as appropriate) (including technical infrastructure, assets or equipment but excluding any loss or damage to the Customer's Data or any other data) that is caused by Defaults of the Supplier in each and any Call-Off Contract Year shall in no event exceed £5,000,000 (five million pounds):
     2. the Supplier's aggregate liability to each and any Customer (or any Customer Related Party of that Customer) in respect of Loss of or damage to the Customer Data or breach of the Data Protection Legislation or Clause 26 or Schedule 10 (Processing Personal Data) that is caused by a Default of the Supplier occurring in each and any Framework Year shall in no event exceed £20,000,000 (twenty million pounds) in aggregate across all Call-Off Contracts entered into with such Customer;
     3. the Supplier's aggregate liability in respect of all other Losses incurred by each Customer or any Customer Related Party under or in connection with a Call-Off Contract in place with such Customer as a result of Defaults by the Supplier shall in no event exceed:-
        1. in relation to Defaults occurring in the first Call-Off Contract Year an amount equal to 150% of the Estimated Year 1 Charges for the relevant Call-Off Contract;
        2. in relation to Defaults occurring during any subsequent Call-Off Contract Year, an amount equal to 150% of the Charges paid and/or due to be paid to the Supplier under the relevant Call-Off Contract in the Call-Off Contract Year immediately preceding the occurrence of the Default; and
        3. in relation to Defaults occurring after the end of the Call-Off Term, an amount equal to 150% of the Charges paid and/or due to be paid to the Supplier under the relevant Call-Off Contract in the twelve (12) month period immediately prior to the last day of the Call-Off Term,

provided that where any Losses referred to in Clause 28.4.2 have been incurred by the Customer or Customer Related Party as a result of the Supplier's abandonment of the relevant Call-Off Contract or the Supplier's wilful default, wilful breach of a fundamental term of this the Call-Off Contract or wilful repudiatory breach of this the Call-Off Contract, the references in such Clause to 150% shall be deemed to be references to 200%.

* 1. Deductions from Charges shall not be taken into consideration when calculating the Supplier's liability under Clause 28.4.3.
  2. Subject to Clauses 28.1 and 28.3 (Unlimited Liability) and Clause 28.8 (Consequential Loss) and without prejudice to the Customer's obligation to pay the Charges as and when they fall due for payment:-
     1. a Customer's total aggregate liability in respect of all Losses incurred by the Supplier under or in connection with a Call-Off Contract as a result of early termination of such Call-Off Contract by the Customer pursuant to Clause 38.3.1 (Termination by the Customer of a Call-Off Contract) or by the Supplier pursuant to Clause 38.5.1 (Termination by the Supplier of a Call-Off Contract) shall in no event exceed the Termination Payment (as set out in Schedule 7.2 (Payments on Termination));
     2. the Customer's aggregate liability in respect of all Losses incurred by the Supplier under or in connection with a Call-Off Contract as a result of Defaults of the Customer shall in no event exceed:-
        1. in relation to Defaults occurring in the first Call-Off Contract Year, an amount equal to the Estimated Year 1 Charges for the relevant Call-Off Contract;
        2. in relation to Defaults occurring during any subsequent Call-Off Contract Year, an amount equal to the total Charges paid and/or due to be paid to the Supplier under the relevant Call-Off Contract in the Call-Off Contract Year immediately preceding the occurrence of the Default; and
        3. in relation to Defaults occurring after the end of the Call-Off Term, an amount equal to the total Charges paid and/or due to be paid to the Supplier under the relevant Call-Off Contract in the twelve (12) month period immediately prior to the last day of the Call-Off Term.
  3. Notwithstanding the provisions of this Clause 28, or of this Framework Agreement or any Call-Off Contract generally, the Parties agree that if there is a Default by either Party during the Call-Off Term that in any way relates to Services provided under a Call-Off Contract, or the obligations contained in that Call-Off Contract, the Customer to that Call-Off Contract will bring any claim using the provisions of that Call-Off Contract and the claim will be subject to the limitation of liability relevant to and other provisions in that Call-Off Contract. Claims will only be brought under the terms of this Framework Agreement if the Default specifically relates to the obligations under this Framework Agreement that are not replicated in a Call-Off Contract. For the avoidance of doubt, if a claim can be brought under a Call-Off Contract it cannot also be brought under the terms of this Framework Agreement.

**Consequential Losses**

* 1. Subject to Clauses 28.1, 28.2 and 28.3 (Unlimited Liability) and Clause 28.9, neither Party shall be liable to the other Party under this Framework Agreement or any Call-Off Contract for:-
     1. any indirect, special or consequential Loss; or
     2. any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).
  2. Notwithstanding Clause 28.8 but subject to Clause 28.4, the Supplier acknowledges that the Authority under this Framework Agreement or the Customer under any Call-Off Contract may, amongst other things, recover from the Supplier the following Losses incurred by the Authority or the Customer (as appropriate) or any Customer Related Party to the extent that they arise as a result of a Default by the Supplier:-
     1. any additional operational and/or administrative costs and expenses incurred by the Authority or the Customer (as appropriate), including costs relating to time spent by or on behalf of the Authority or the Customer (as appropriate) in dealing with the consequences of the Default;
     2. any wasted expenditure or charges;
     3. the additional cost of procuring Replacement Services for the remainder of the Call-Off Term and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Framework Agreement or the Call-Off Contract (as appropriate);
     4. loss or damage to any third party property arising from any Default of the Supplier;
     5. any compensation or interest paid to a third party by the Authority or the Customer (as appropriate) or any Customer Related Parties; and
     6. any fine or penalty incurred by the Authority, the Customer or any Customer Related Parties pursuant to Law and any costs incurred by the Authority or the Customer (as appropriate) or any Customer Related Parties in defending any proceedings which result in such fine or penalty.

1. Conduct of indemnity claims
   1. Where under this Framework Agreement or any Call-Off Contract one (1) Party indemnifies the other Party, the Parties shall comply with the provisions of this Clause 29.
   2. This Clause 29 shall apply to the conduct, by a Party from whom an indemnity is sought under this Agreement (the "**Indemnifier**"), of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity (the "**Beneficiary**").
   3. If the Beneficiary receives any notice of any claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Framework Agreement or any Call-Off Contract (a "**Claim**"), the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within ten (10) Working Days of receipt of the same.
   4. Subject to Clause 29.3, on the giving of a notice by the Beneficiary, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not part only) of the liability arising out of the Claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Beneficiary at the Indemnifier's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Indemnifier does elect to conduct the Claim, the Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of such Claim and, subject to Clause 29.3, the Beneficiary shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.
   5. With respect to any Claim conducted by the Indemnifier pursuant to Clause 29.4:-
      1. the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;
      2. the Indemnifier shall not bring the name of the Beneficiary into disrepute;
      3. the Indemnifier shall not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and
      4. the Indemnifier shall conduct the Claim with all due diligence.
   6. The Beneficiary shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Agreement if:-
      1. the Indemnifier is not entitled to take conduct of the Claim in accordance with Clause 29.4;
      2. the Indemnifier fails to notify the Beneficiary in writing of its intention to take conduct of the relevant Claim within ten (10) Working Days of the notice from the Beneficiary or if the Indemnifier notifies the Beneficiary in writing that it does not intend to take conduct of the Claim; or
      3. the Indemnifier fails to comply in any material respect with the provisions of Clause 29.5.

**Sensitive Claims**

* 1. With respect to any Claim which the Beneficiary, acting reasonably, considers is likely to have an adverse impact on the general public's perception of the Beneficiary (a "**Sensitive Claim**"), the Indemnifier shall be entitled to take conduct of any defence, dispute, compromise or appeal of the Sensitive Claim only with the Beneficiary's prior written consent. If the Beneficiary withholds such consent and elects to conduct the defence, dispute, compromise or appeal of the Sensitive Claim itself, it shall conduct the Sensitive Claim with all due diligence and if it fails to do so, the Indemnifier shall only be liable to indemnify the Beneficiary in respect of that amount which would have been recoverable by the Beneficiary had it conducted the Sensitive Claim with all due diligence.
  2. The Beneficiary shall be free at any time to give written notice to the Indemnifier that it is retaining or taking over (as the case may be) the conduct of any Claim, to which Clause 29.4 applies if, in the reasonable opinion of the Beneficiary, the Claim is, or has become, a Sensitive Claim.

**Recovery of Sums**

* 1. If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:-
     1. an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out‑of‑pocket costs and expenses properly incurred by the Beneficiary in recovering or obtaining the same; and
     2. the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity.

**Mitigation**

* 1. Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Framework Agreement or any Call-Off Contract, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Framework Agreement or any Call-Off Contract.

1. Insurance

The Supplier shall comply with the provisions of Schedule 2.5 (Insurance Requirements) and Schedule 2.5 (Call-Off Insurance Requirements) in relation to obtaining and maintaining insurance.

1. improvement plan process
   1. Not used.
   2. Where:
      1. an Improvement Plan Trigger occurs in respect of a Call-Off Contract Performance Indicator;
      2. an Improvement Notice is issued under Clause 31.14 and such Improvement Notice requires the Supplier to produce an Improvement Plan; or
      3. a notice requiring the Improvement Plan process to be followed is served in accordance with any other provision of this Framework Agreement or the Call-Off Contract,

within five (5) Working Days of the date of issue of the Quarterly Performance Report or receipt of the relevant notification the Supplier shall deliver to the Customer a plan (the "**Improvement Plan**").

* 1. The Improvement Plan shall:
     1. provide a detailed statement of the reasons for the occurrence of the Improvement Plan Trigger or other event giving rise to the Improvement Plan;
     2. identify the remedial action needed to:
        1. rectify as far as possible the circumstances which have resulted in the occurrence of the relevant Improvement Plan Trigger or other event giving rise to the Improvement Plan, and
        2. achieve a permanent resolution of such underperformance and prevent its re-occurrence;
     3. set out the Supplier's proposals for carrying out the remedial actions, a programme for undertaking such actions and the date by which they will be completed;
     4. identify any actions or consents required from the Customer or any Customer Related Party to facilitate the Supplier's remedial actions;
     5. a timetable with milestones for completion of the actions set out in the Improvement Plan; and
     6. specify proposed criteria for the purpose of auditing completion of the remedial actions and resolution of the poor performance.
  2. Following receipt of an Improvement Plan, the Customer shall review the plan as soon as possible and in any case within ten (10) Working Days (or such other period as may be agreed between the Parties). Following such review, the Customer shall (acting reasonably):
     1. agree the Improvement Plan; or
     2. reject the Improvement Plan and require the Supplier to submit a revised Improvement Plan within five (5) Working Days of such rejection.
  3. Where the Supplier fails to submit a revised Improvement Plan in accordance with Clause 31.4.2 or Clause 31.5.1, or the revised Improvement Plan is in the Customer's reasonable opinion unacceptable, the Customer may in its absolute discretion:
     1. agree that the Supplier may submit a further revised Improvement Plan within a timescale to be agreed between the Parties; or
     2. notify the Supplier that an Improvement Plan Failure has taken place.
  4. If the Customer agrees the Improvement Plan the Supplier shall, subject to Clause 31.7, implement all the remedial actions set out in the plan by the date specified in the plan and the actions to implement such plan shall be at the Supplier's own cost.
  5. Where the implementation of an Improvement Plan agreed by the Customer pursuant to Clause 31.4 requires additional cost to be incurred by the Customer, it shall only be implemented pursuant to a Contract Change issued in accordance with Schedule 8.2 (Change Control Procedure).
  6. The Customer shall provide the Supplier with the name of a person authorised to act on behalf of the Customer (the "**Lead Officer**") for the purposes of measuring progress against an Improvement Plan, completion of the audit and closure following completion.
  7. Subject to Clause 31.11.1 to 31.11.3, an Improvement Plan shall remain open until the remedial actions to be carried out under it by the Supplier have been audited by the Customer and the Lead Officer has confirmed in writing that all such remedial actions have been completed in accordance with the agreed Improvement Plan and to the Customer's relevant audit standards; whereupon it shall be closed.
  8. Where the remedial actions required under an Improvement Plan are carried out and completed but do not succeed in rectifying the circumstances which have resulted in the relevant Improvement Plan Trigger or other event giving rise to the Improvement Plan or in achieving a permanent resolution of such underperformance and preventing its re-occurrence, the Customer shall be entitled to issue an Improvement Notice pursuant to Clause 31.14 and/or notify the Supplier that an Improvement Plan Failure has taken place and commence the Rectification Plan Process in accordance with Clause 32.
  9. Where the Supplier fails to complete the remedial actions in an Improvement Plan by the relevant date specified in the plan or to the Customer's relevant audit standards, the Customer may at its sole discretion:
     1. agree an extension to the Improvement Plan of such duration as may be agreed between the Parties;
     2. agree a revised Improvement Plan (in which case Clauses 31.1 to 31.6 shall apply to the submission and agreement of such plan); or
     3. notify the Supplier that an Improvement Plan Failure has taken place.
  10. The Supplier shall ensure each Improvement Plan is sequentially numbered in alignment with the central register maintained by the Customer.
  11. A report on progress against each open Improvement Plan shall be provided at each Service Management Board.

**Improvement Notice**

* 1. Notwithstanding the above, the Customer may at any time issue a notice (an "**Improvement Notice**") where:
     1. an Improvement Plan Trigger occurs in respect of one (1) or more Call-Off Contract Performance Indicators and the Customer considers, in its absolute discretion, that it is appropriate to issue such a notice;
     2. the Supplier commits a Default or, in the Customer's reasonable opinion, commits or is likely to commit a suspected or anticipated Default and the Supplier agrees that any breach of the mandatory elements of the Probation Instructions rules shall constitute a Default for the purposes of this Clause 31.14.2);
     3. in its reasonable opinion, the Customer considers the Supplier has failed to provide the Services in a manner which maintains the safety and welfare of Service Users;
     4. a failure by the Supplier to Achieve a Milestone by the Milestone Date; or
     5. the circumstances described in Clause 31.10 above apply.
  2. An Improvement Notice shall state:
     1. where applicable, the relevant Call-Off Contract Performance Indicator and the Improvement Plan Trigger which has occurred;
     2. the nature of the occurrence of the relevant Improvement Plan Trigger, Default or suspected or anticipated Default, or other failure;
     3. the date on which any occurrence of the relevant Improvement Plan Trigger, Default or suspected or anticipated Default, or other failure was recorded;
     4. the name of the Lead Officer; and
     5. any other supporting information which the Customer considers to be relevant.
  3. Notwithstanding the above, where the Customer has issued an Improvement Notice (and whether or not such Improvement Notice requires an Improvement Plan in accordance with Clause 31.2.2), the Customer shall also be entitled to:
     1. request attendance at any one (1) or more Supplier internal meetings (as an observer) at which the Supplier is considering the relevant Improvement Notice and/or the actions it intends to take or is taking in respect of the same and the Supplier shall permit the Customer to attend the same; and/or
     2. where the Customer reasonably deems necessary, serve a copy of the Improvement Notice on the Guarantor and/or the Supplier's Chief Operating Officer or such other representative of the Supplier as the Customer deems appropriate in the circumstances.

1. Rectification Plan Process
   1. This Clause 32 shall apply to each Call-Off Contract entered into unless disapplied in the Call-Off Order Form.
   2. In the event that:-
      1. there is, or is reasonably likely to be, a Delay (relating to a Key Milestone only in respect of Milestones);
      2. in any Service Period:-
         1. the Customer notifies the Supplier that an Improvement Plan Failure has taken place in accordance with Clause 31;
         2. there has been a Material PI Failure; and/or
         3. the Supplier commits a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default),

(each a "**Notifiable Default**"), the Supplier shall notify the Authority or Customer (as appropriate) of the Notifiable Default as soon as practicable but in any event within three (3) Working Days of becoming aware of the Notifiable Default, detailing the actual or anticipated effect of the Notifiable Default and, unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event or Framework Termination Event, the Authority may not terminate this Framework Agreement, and a Customer may not terminate a Call-Off Contract, in whole or in part on the grounds of the Notifiable Default without the Authority or Customer (as appropriate) having first followed the Rectification Plan Process.

**Notification**

* 1. If:-
     1. the Supplier notifies the Customer pursuant to Clause 32.2 that a Notifiable Default has occurred; or
     2. the Customer notifies the Supplier that it considers that a Notifiable Default has occurred (setting out sufficient detail so that it is reasonably clear what the Supplier has to rectify),

then, unless the Notifiable Default also constitutes a Supplier Termination Event and the Customer serves a Termination Notice or also constitutes a Framework Termination Event and the Authority serves a Termination Notice, the Supplier shall comply with the Rectification Plan Process.

* 1. The "**Rectification Plan Process**" shall be as set out in Clauses 32.5 to 32.10.

**Submission of the draft Rectification Plan**

* 1. The Supplier shall submit a draft Rectification Plan to the Authority or Customer (as appropriate) for it to review as soon as possible and in any event within five (5) Working Days (or such other period as may be agreed between the Parties) after the original notification pursuant to Clause 32.3. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default.
  2. The draft Rectification Plan shall set out:-
     1. full details of the Notifiable Default that has occurred, including a root cause analysis;
     2. the actual or anticipated effect of the Notifiable Default; and
     3. the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable).
  3. The Supplier shall promptly provide to the Authority or the Customer (as appropriate) any further documentation that the Authority or Customer reasonably requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with Paragraph 6 of Schedule 8.3 (Dispute Resolution Procedure).

**Agreement of the Rectification Plan**

* 1. The Authority or Customer (as appropriate) may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:-
     1. is insufficiently detailed to be capable of proper evaluation;
     2. will take too long to complete;
     3. will not prevent reoccurrence of the Notifiable Default; and/or
     4. will rectify the Notifiable Default but in a manner which is unacceptable to the Authority or Customer (as appropriate).
  2. The Authority or Customer (as appropriate) shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority or Customer (as appropriate) rejects the draft Rectification Plan, the Authority or Customer (as appropriate) shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority or the Customer (as appropriate) for review within five (5) Working Days (or such other period as agreed between the Parties) of the Authority or Customer's notice rejecting the first draft.
  3. If the Authority or Customer (as appropriate) consents to the Rectification Plan:-
     1. the Supplier shall immediately start work on the actions set out in the Rectification Plan; and
     2. the Authority may no longer terminate this Framework Agreement or the Customer may no longer terminate the Call-Off Contract (as appropriate) in whole or in part on the grounds of the relevant Notifiable Event unless and to the extent there is a subsequent Rectification Plan Failure.
  4. If at any time there is a Rectification Plan Failure the Authority or the Customer (as appropriate) shall be entitled to exercise any of its rights and remedies under this Framework Agreement or any Call-Off Contract.

1. Delay Payments
   1. This Clause 33 shall apply to each Call-Off Contract entered into unless disapplied in the Call-Off Order Form.
   2. If a Milestone has not been Achieved by its relevant Milestone Date, the provisions of Schedule 7.1 (Charges and Invoicing) shall apply in relation to the payment of Delay Payments.
   3. Delay Payments shall be the relevant Customer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where the Customer is entitled to or does terminate the Call-Off Contract pursuant to Clause 38.3.2.
2. NOT USED
3. ‑Step‑In Rights
   1. This Clause 35 shall apply to each Call-Off Contract entered into unless disapplied in the Call-Off Order Form.
   2. On the occurrence of a Step‑In Trigger Event, the Customer may serve notice on the Supplier (a "**Step‑In Notice**") that it will be taking action under this Clause 35, either itself or with the assistance of a third party (provided that the Supplier may require any third parties to comply with a confidentiality undertaking equivalent to Clause 24). The Step‑In Notice shall set out the following:-
      1. the action the Customer wishes to take and in particular the Services that it wishes to control (the "**Required Action**");
      2. the Step‑In Trigger Event that has occurred and whether the Customer believes that the Required Action is due to the Supplier's Default;
      3. the date on which it wishes to commence the Required Action;
      4. the time period which it believes will be necessary for the Required Action;
      5. whether the Customer will require access to the Supplier's premises and/or the Sites; and
      6. to the extent practicable, the impact that the Customer anticipates the Required Action will have on the Supplier's obligations to provide the Services during the period that the Required Action is being taken.
   3. Following service of a Step‑In Notice, the Customer shall:-
      1. take the Required Action set out in the Step‑In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;
      2. keep records of the Required Action taken and provide information about the Required Action to the Supplier;
      3. co‑operate wherever reasonable with the Supplier in order to enable the Supplier to continue to provide the Services in relation to which the Customer is not assuming control; and
      4. act reasonably in mitigating the cost that the Supplier will incur as a result of the exercise of the Customer's rights under this Clause 35.
   4. For so long as and to the extent that the Required Action is continuing, then:-
      1. the Supplier shall not be obliged to provide the Services to the extent that they are the subject of the Required Action;
      2. no Deductions shall be applicable in relation to Charges in respect of Services that are the subject of the Required Action and the provisions of Clause 35.5 shall apply to Deductions from Charges in respect of other Services; and
      3. the Customer shall pay to the Supplier the Charges after subtracting any applicable Deductions and the Customer's costs of taking the Required Action.
   5. If the Supplier demonstrates to the reasonable satisfaction of the Customer that the Required Action has resulted in:-
      1. the degradation of any Services not subject to the Required Action; or
      2. the non‑Achievement of a Milestone,

beyond that which would have been the case had the Customer not taken the Required Action, then the Supplier shall be entitled to an agreed adjustment of the Charges.

* 1. Before ceasing to exercise its step in rights under this Clause 35 the Customer shall deliver a written notice to the Supplier (a "**Step‑Out Notice**"), specifying:-
     1. the Required Action it has actually taken; and
     2. the date on which the Customer plans to end the Required Action (the "**Step‑Out Date**") subject to the Customer being satisfied with the Supplier's ability to resume the provision of the Services and the Supplier's plan developed in accordance with Clause 35.7.
  2. The Supplier shall, following receipt of a Step‑Out Notice and not less than twenty (20) Working Days prior to the Step‑Out Date, develop for the Customer's approval a draft plan (a "**Step‑Out Plan**") relating to the resumption by the Supplier of the Services, including any action the Supplier proposes to take to ensure that the affected Services satisfy the requirements of the Call-Off Contract.
  3. If the Customer does not approve the draft Step‑Out Plan, the Customer shall inform the Supplier of its reasons for not approving it. The Supplier shall then revise the draft Step‑Out Plan taking those reasons into account and shall re‑submit the revised plan to the Customer for the Customer's approval. The Customer shall not withhold or delay its approval of the draft Step‑Out Plan unnecessarily.
  4. The Supplier shall bear its own costs in connection with any step‑in by the Customer under this Clause 35, provided that the Customer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step‑in action taken by the Customer under:-
     1. limbs (c) or (d) of the definition of a Step‑In Trigger Event; or
     2. limbs (e) and (f) of the definition of a Step‑in Trigger Event (insofar as the primary cause of the Customer serving the Step‑In Notice is identified as not being the result of the Supplier's Default).

1. CUSTOMER Cause
   1. Notwithstanding any other provision of this Framework Agreement or a Call-Off Contract, if the Supplier has failed to:-
      1. Achieve a Milestone by its Milestone Date;
      2. provide the Services in accordance with the Target Performance Levels; and/or
      3. comply with its obligations under this Framework Agreement or any Call-Off Contract,

(each a "**Supplier Non‑Performance**"),

and can demonstrate that the Supplier Non‑Performance would not have occurred but for an Customer Cause, then (subject to the Supplier fulfilling its obligations in this Clause 36):-

* + - 1. the Supplier shall not be treated as being in breach of this Framework Agreement or any Call-Off Contract to the extent the Supplier can demonstrate that the Supplier Non‑Performance was caused by the Customer Cause;
      2. the relevant Customer shall not be entitled to exercise any rights that may arise as a result of that Supplier Non‑Performance:-
         1. to terminate any Call-Off Contract pursuant to Clause 38.3.2; or
         2. to take action pursuant Clause 35;
      3. where the Supplier Non‑Performance constitutes the failure to Achieve a Milestone by its Milestone Date the provisions of Schedule 6.1 (Call-Off Implementation) shall apply;
      4. where the Supplier Non‑Performance constitutes a Performance Failure:-
         1. the Supplier shall not be liable to deduct the Retained Amount from the Charges;
         2. the Supplier shall be entitled to invoice for the Charges for the relevant Services affected by the Customer Cause,

in each case, to the extent that the Supplier can demonstrate that the Performance Failure was caused by the Customer Cause.

* 1. In order to claim any of the rights and/or relief referred to in Clause 36.1, the Supplier shall as soon as reasonably practicable (and in any event within ten (10) Working Days) after becoming aware that an Customer Cause has caused, or is reasonably likely to cause, a Supplier Non‑Performance, give the Customer notice (a "**Relief Notice**") setting out details of:-
     1. the Supplier Non‑Performance;
     2. the Customer Cause and its effect, or likely effect, on the Supplier's ability to meet its obligations under the Call-Off Contract; and
     3. any steps which the Customer can take to eliminate or mitigate the consequences and impact of such Customer Cause.
  2. Following the receipt of a Relief Notice, the Customer shall as soon as reasonably practicable consider the nature of the Supplier Non‑Performance and the alleged Customer Cause and whether it agrees with the Supplier's assessment set out in the Relief Notice as to the effect of the relevant Customer Cause and its entitlement to relief and/or compensation, consulting with the Supplier where necessary.
  3. The Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Customer Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.
  4. Without prejudice to Clause 8.10, if a Dispute arises as to:-
     1. whether a Supplier Non‑Performance would not have occurred but for a Customer Cause; and/or
     2. the nature and/or extent of the relief claimed by the Supplier,

either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non‑Performance.

* 1. Any Change that is required to the Implementation Plan or to the Charges pursuant to this Clause 36 shall be implemented in accordance with the Change Control Procedure.

1. Force Majeure
   1. Subject to the remaining provisions of this Clause 37 (and, in relation to the Supplier, subject to its compliance with its obligations in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)), a Party may claim relief under this Clause 37 from liability for failure to meet its obligations under this Framework Agreement or any Call-Off Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Framework Agreement or any Call-Off Contract which results from a failure or delay by an agent, Sub‑contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub‑contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
   2. The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
   3. If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 37 to the extent that consequences of the relevant Force Majeure Event:-
      1. are capable of being mitigated by any of the Services including the Service Continuity Services, but the Supplier has failed to do so; and/or
      2. should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Framework Agreement and relevant Call-Off Contract.
   4. Subject to Clause 37.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
   5. The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Market Practice to overcome or minimise the consequences of the Force Majeure Event.
   6. Where, as a result of a Force Majeure Event:-
      1. an Affected Party fails to perform its obligations in accordance with this Framework Agreement or any Call-Off Contract, then during the continuance of the Force Majeure Event:-
         1. the other Party shall not be entitled to exercise any rights to terminate this Framework Agreement or any Call-Off Contract in whole or in part as a result of such failure other than pursuant to Clause 38.3.3 or Clause 38.5.2; and
         2. neither Party shall be liable for any Default arising as a result of such failure;
      2. the Supplier fails to perform its obligations in accordance with this Framework Agreement or any Call-Off Contract:-
         1. the Authority or Customer (as appropriate) shall not be entitled:-
            1. during the continuance of the Force Majeure Event to exercise its rights under Clause 35 as a result of such failure;
            2. to receive Delay Payments pursuant to Clause 33 to the extent that the Achievement of any Milestone is affected by the Force Majeure Event; and
            3. to apply the Retained Amount to the extent that a Performance Failure has been caused by the Force Majeure Event; and
         2. the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Framework Agreement or any Call-Off Contract during the occurrence of the Force Majeure Event.
   7. The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Framework Agreement or any Call-Off Contract.
   8. Relief from liability for the Affected Party under this Clause 37 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Framework Agreement or any Call-Off Contract and shall not be dependent on the serving of notice under Clause 37.7.
2. Termination Rights

**Termination by the Authority of the Framework Agreement**

* 1. The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier:- 
     1. for convenience at any time, including where the Framework Agreement should not have been entered into in view of a serious infringement of obligations under European Law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU;
     2. if a Framework Termination Event occurs;
     3. if the Framework Agreement has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure,
     4. if the Supplier or any Relevant Exclusion Person:
        1. has been convicted of an offence referred to in Regulation 57(1)(a) to (n) of the Public Contracts Regulations 2015;
        2. is or was in one (1) (or more) of the situations specified in Regulation 57(8) of the Public Regulations 2015,

provided that the Authority may only terminate the Framework Agreement under this 38.1.4 during the relevant Exclusion Ground Period,

and this Framework Agreement shall terminate on the date specified in the Termination Notice.

* 1. Where the Authority is terminating this Framework Agreement under Clause 38.1.2 due to the occurrence of either limb (a) and/or (b) of the definition of Supplier Termination Event, it may rely on a single material Default or on a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are cured) which taken together constitute a material Default.

**Termination by the Customer of a Call-Off Contract**

* 1. A Customer may terminate a Call-Off Contract by issuing a Termination Notice to the Supplier:-
     1. for convenience at any time, including where the Call-Off Contract should not have been entered into in view of a serious infringement of obligations under European Law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU;
     2. if a Supplier Termination Event occurs;
     3. if Force Majeure Event endures for a continuous period of more than 30 days; or
     4. if the Call-Off Contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure,
     5. if the Supplier or any Relevant Exclusion Person:
        1. has been convicted of an offence referred to in Regulation 57(1)(a) to (n) of the Public Contracts Regulations 2015;
        2. is or was in one (1) (or more) of the situations specified in Regulation 57(8) of the Public Regulations 2015,

provided that the Customer may only terminate the Call-Off Contract under this 38.3.5 during the relevant Exclusion Ground Period,

and the Call-Off Contract shall terminate on the date specified in the Termination Notice.

* 1. Where the Customer:-
     1. is terminating the Call-Off Contract under Clause 38.3.2 due to the occurrence of either limb (b) and/or (g) of the definition of Supplier Termination Event, it may rely on a single material Default or on a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are cured) which taken together constitute a material Default;
     2. has the right to terminate the Call-Off Contract under Clause 38.3.2 or Clause 38.3.3, it may, prior to or instead of terminating the whole of the Call-Off Contract, serve a Termination Notice requiring the partial termination of the Call-Off Contract to the extent that it relates to any part of the Services which are materially affected by the relevant circumstances.

**Termination by the Supplier of a Call-Off Contract**

* 1. The Supplier may, by issuing a Termination Notice to the Customer, terminate:-
     1. the Call-Off Contract if the Customer fails to pay an undisputed sum due to the Supplier under the Call-Off Contract which in aggregate exceeds one (1) month's average Charges under such Call-Off Contract and such amount remains outstanding 40 Working Days after the receipt by the Customer of a notice of non‑payment from the Supplier; or
     2. any Services that are materially impacted by a Force Majeure Event that endures for a continuous period of more than 30 days,

and the Call-Off Contract or the relevant Services (as the case may be) shall then terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Working Days from the date of the issue of the Termination Notice). If the operation of Clause 38.5.2 would result in a Partial Termination, the provisions of Clause 38.6 shall apply.

**Partial Termination**

* 1. If the Supplier notifies the Customer pursuant to Clause 38.5.2 that it intends to terminate the Call-Off Contract in part and the Customer, acting reasonably, believes that the effect of such Partial Termination is to render the remaining Services incapable of meeting a significant part of the Framework Requirements or Customer Requirements, then the Customer shall be entitled to terminate the remaining part of the Call-Off Contract by serving a Termination Notice to the Supplier within one (1) month of receiving the Supplier's Termination Notice. For the purpose of this Clause 38.6, in assessing the significance of any part of the Framework Requirements or Customer Requirements, regard shall be had not only to the proportion of that part to the Framework Requirements and Customer Requirements as a whole, but also to the importance of the relevant part to the Customer.
  2. The Parties shall agree the effect of any Change necessitated by a Partial Termination in accordance with the Change Control Procedure, including the effect the Partial Termination may have on any other Services and the Charges, provided that:-
     1. the Supplier shall not be entitled to an increase in the Charges in respect of the Services that have not been terminated if the Partial Termination arises due to the occurrence of a Supplier Termination Event;
     2. any adjustment to the Charges (if any) shall be calculated in accordance with the Financial Model and must be reasonable; and
     3. the Supplier shall not be entitled to reject the Change.

1. Consequences Of Expiry Or Termination

**General Provisions on Expiry or Termination**

* 1. The provisions of Clauses 8.9, 12.3 and 12.4, 12.5 and 12.6, 14, 16.12, 16.13, 18, 19, 21.1, 24, 25, 26, 28, 39, 45, 47, 48, 50 and 51, and the provisions of Schedules 1 (Definitions), Schedule 7.1 (Charges and Invoicing), Schedule 7.1 (Payments on Termination), Schedule 7.5 (Reports, Records and Audit Rights), Schedule 8.3 (Dispute Resolution Procedure), Schedule 8.5 (Exit Management), Schedule 9.1A (Staff Transfer – Day 1 Services) and Schedule 9.1B (Staff Transfer – Re-Lets), shall survive the termination or expiry of this Framework Agreement.

**Exit Management**

* 1. The Parties shall comply with the provisions of Schedule 8.5 (Exit Management) and any current Exit Plan in relation to an orderly transition of the Services to the Authority, Customer or a Replacement Supplier (as appropriate).

**Payments by the Authority**

* 1. If a Call-Off Contract is terminated by a Customer pursuant to Clause 38.3.1 or by the Supplier pursuant to Clause 38.5.1, the Customer shall pay the Supplier the payments set out and calculated in accordance with the provisions of Schedule 7.2 (Payments on Termination) (which shall be the Supplier's sole remedy for the termination of the Call-Off Contract).
  2. If a Call-Off Contract is terminated (in part or in whole) by the Customer pursuant to Clauses 38.3.2, 38.3.4 and/or 38.4, or the Call-Off Term expires, the only payments that the Customer shall be required to make as a result of such termination (whether by way of compensation or otherwise) are:‑
     1. payments in respect of any Assets or apportionments in accordance with Schedule 8.5 (Exit Management); and
     2. payments in respect of unpaid Charges for Services received up until the Termination Date.
  3. The costs of termination incurred by the Parties shall lie where they fall if:‑
     1. either Party terminates or partially terminates a Call-Off Contract for a continuing Force Majeure Event pursuant to Clauses 38.3.3 or 38.4.2 ) or 38.5.2; or
     2. the Customer terminates a Call-Off Contract under Clause 38.3.4; or
     3. either Party terminates this Framework Agreement for any reason.

**Payments by the Supplier**

* 1. In the event of termination or expiry of this Framework Agreement or any Call-Off Contract, the Supplier shall repay to the Customer all Charges it has been paid in advance in respect of Services not provided by the Supplier as at the date of expiry or termination.

1. Compliance

**Health and Safety**

* 1. The Supplier shall perform its obligations under this Framework Agreement and any Call-Off Contract (including those in relation to the Services) in accordance with:-
     1. all applicable Law regarding health and safety; and
     2. the Health and Safety Policy whilst at the Customer Premises.
  2. The Supplier shall notify the Customer (and the Customer shall notify the Suppler) as soon as practicable of any health and safety incidents or material health and safety hazards at the Customer Premises of which it becomes aware and which relate to or arise in connection with the performance of any Call-Off Contract. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

**Equality and Diversity**

* 1. The Supplier shall:-
     1. perform its obligations under this Framework Agreement and any Call-Off Contract (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. in respect of the obligations under the Framework Agreement, the Authority's equality and diversity policy as provided to the Supplier from time to time and in respect of the obligations under any Call-Off Contract, the relevant Customer's equality and diversity policy as provided to the Supplier from time to time; and
        3. any other requirements and instructions which the Authority or a Customer reasonably imposes in connection with any equality obligations imposed on the Authority or the Customer at any time under applicable equality Law;
     2. take all necessary steps, and inform the Authority or Customer (as applicable) of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

**Official Secrets Act and Finance Act**

* 1. The Supplier shall comply with the provisions of:-
     1. the Official Secrets Acts 1911 to 1989; and
     2. section 182 of the Finance Act 1989.

**Conflict of Interest**

* 1. The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Supplier Personnel is placed in a position where, in the reasonable opinion of the Authority or any Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Framework Agreement or any Customer under a Call-Off Contract. The Supplier will notify the Authority or Customer (as appropriate) immediately giving full particulars of any such conflict of interest which may arise.
  2. The Authority may terminate this Framework Agreement immediately by notice and/or take or require the Supplier to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Framework Agreement. The actions of the Authority pursuant to this Clause 40.6 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.
  3. The Customer may terminate a Call-Off Contract immediately by notice and/or take or require the Supplier to take such other steps it deems necessary if, in the Customer's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Customer under such Call-Off Contract. The actions of the Customer pursuant to this Clause 40.6 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

**Modern Slavery**

* 1. The Supplier shall, and procure that each of its Sub-contractors shall, comply with:
     1. the Modern Slavery Act 2015; and
     2. the Authority and/or the relevant Customer's anti-slavery policy as provided to the Supplier from time to time ("**Anti-slavery Policy**").
  2. The Supplier shall:
     1. implement due diligence procedures for its Sub-contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
     2. respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority, or a Customer that has a Call-Off Contract with the Supplier, from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
     3. prepare and deliver to the Authority, and each Customer that has a Call-Off Contract with the Supplier at the relevant time, each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
     4. maintain a complete set of records to trace the supply chain of all Services provided to the Authority or to a Customer under a Call-Off Contract;
     5. report the discovery or suspicion of any slavery or trafficking by it or its Sub-contractors to the Authority, each Customer that has a Call-Off Contract with the Supplier at the relevant time and to the Modern Slavery Helpline; and
     6. implement a system of training for its employees to ensure compliance with the Modern Slavery Act 2015.
  3. The Supplier represents, warrants and undertakes throughout the Framework Term that:
     1. it conducts its business in a manner consistent with all applicable laws, regulations and codes including the Modern Slavery Act 2015 and all analogous legislation in place in any part of the world;
     2. its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority, or a Customer that has a Call-Off Contract with the Supplier, from time to time are complete and accurate; and
     3. neither the Supplier nor any of its Sub-contractors, nor any other persons associated with it:
        1. has been convicted of any offence involving slavery and trafficking; or
        2. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.
  4. The Supplier shall notify the Authority and each Customer that has a Call-Off Contract with the Supplier at the relevant time as soon as it becomes aware of:
     1. any breach, or potential breach, of the Anti-slavery Policy; or
     2. any actual or suspected slavery or trafficking in a supply chain which relates to the Services.
  5. If the Supplier notifies the Authority or a Customer pursuant to Clause 40.11, it shall respond promptly to the Authority's or a Customer's enquiries, co-operate with any investigation, and allow the Authority or a Customer to audit any books, records and/or any other relevant documentation in accordance with this Framework Agreement or relevant Call-Off Contract.
  6. If the Supplier is in Default under Clauses 40.9 and 40.10 the Authority or Customer (as appropriate) may by notice:
     1. require the Supplier to remove from performance of the Call-Off Contract any Sub-contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
     2. immediately terminate this Framework Agreement and/or relevant Call-Off Contract(s).

**Welsh Language Requirements**

* 1. The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Customer to the extent that the same relate to the provision of the Services.

**Exclusion Ground**

* 1. The Supplier shall notify the Authority in writing as soon as it becomes aware of any actual or potential circumstances which may fall within the scope of Clause 38.1.4 (and in any event shall provide such notification in writing within two (2) Working Days of any written request from the Authority) providing full details of the circumstances as are necessary or reasonably required by the Authority to enable the Authority to assess whether or not Clause 38.1.4 is engaged.
  2. The Supplier shall notify the Customer in writing as soon as it becomes aware of any actual or potential circumstances which may fall within the scope of Clause 38.3.5 (and in any event shall provide such notification in writing within two (2) Working Days of any written request from the Customer ) providing full details of the circumstances as are necessary or reasonably required by the Customer to enable the Customer to assess whether or not Clause 38.3.5 is engaged.

1. Assignment And Novation
   1. The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Framework Agreement or any Call-Off Contract without the prior written consent of the Authority (in respect of the Framework Agreement) or Customer (in respect of any Call-Off Contract).
   2. The Authority or any Customer may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Framework Agreement or any Call-Off Contract and/or any associated licences to:-
      1. any Wider Public Sector Body; or
      2. to a body other than a Wider Public Sector Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority or the Customer (as appropriate),

and the Supplier shall, at the Authority or the Customer's request, enter into a novation agreement in such form as the Authority or Customer shall reasonably specify in order to enable the Authority or the Customer to exercise its rights pursuant to this Clause 41.2.

* 1. A change in the legal status of the Authority such that it ceases to be a Central Government Body shall not (subject to Clause 41.5) affect the validity of this Framework Agreement and this Framework Agreement shall be binding on any successor body to the Authority.
  2. A change in the legal status of a Customer such that it ceases to be a Wider Public Sector Body shall not (subject to Clause 41.5) affect the validity of the Call-Off Contract and the Call-Off Contract shall be binding on any successor body to the Customer.
  3. If the Authority or a Customer assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Framework Agreement or a Call-Off Contract to a body which is not a Wider Public Sector Body or if a body which is not a Wider Public Sector Body succeeds the Authority or Customer (any such body a "**Successor Body**"), the Supplier shall have the right to terminate for an Insolvency Event affecting the Successor Body identical to the right of termination of the Authority or the Customer under limb (i) of the definition of Supplier Termination Event (as if references in that limb (i) to the Supplier and the Guarantor and references to a Party in the definition of Insolvency Event were references to the Successor Body).

1. Waiver And Cumulative Remedies
   1. The rights and remedies under this Framework Agreement and any Call-Off Contract may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Framework Agreement or any Call-Off Contract or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
   2. Unless otherwise provided in this Framework Agreement or any Call-Off Contract, rights and remedies under this Framework Agreement and any Call-Off Contract are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.
2. Relationship Of The Parties

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

1. Prevention Of Fraud And Bribery
   1. The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Supplier Effective Date in respect of this Framework Agreement or prior to the Call-Off Effective Date in respect of any Call-Off Contract:-
      1. committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
      2. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
   2. The Supplier shall not during the Framework Term:-
      1. commit a Prohibited Act; and/or
      2. do or suffer anything to be done which would cause the Authority or the Customer or any of the Authority's or Customer's employees, consultants, contractors, sub‑contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
   3. The Supplier shall during the Framework Term:-
      1. establish, maintain and enforce, and require that its Sub‑contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
      2. have in place reasonable prevention measures (as defined in sections 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
      3. keep appropriate records of its compliance with its obligations under Clause 44.3.1 and make such records available to the Authority or Customer on request; and
      4. take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with section 47 of the Criminal Finances Act 2017.
   4. The Supplier shall immediately notify the Authority and each Customer in writing if it becomes aware of any breach of Clause 44.1 and/or 44.2, or has reason to believe that it has or any of the Supplier Personnel have:-
      1. been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
      2. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
      3. received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Framework Agreement or any Call-Off Contract or otherwise suspects that any person or Party directly or indirectly connected with this Framework Agreement or any Call-Off Contract has committed or attempted to commit a Prohibited Act.
   5. If the Supplier makes a notification to the Authority or a Customer pursuant to Clause 44.4, the Supplier shall respond promptly to the Authority's or Customer's (as appropriate) enquiries, co‑operate with any investigation, and allow the Authority or relevant Customer to Audit any books, Records and/or any other relevant documentation in accordance with Clause 14.
   6. If the Supplier is in Default under Clauses 44.1 and/or 44.2, the Authority or Customer (as appropriate) may by notice:-
      1. require the Supplier to remove from performance of this Framework Agreement or any Call-Off Contract (as appropriate) any Supplier Personnel whose acts or omissions have caused the Default; or
      2. immediately terminate this Framework Agreement and/or relevant Call-Off Contract(s).
   7. Any notice served by the Authority or any Customer under Clause 44.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority or Customer has elected to take (including, where relevant, the date on which this Framework Agreement or relevant Call-Off Contract(s) shall terminate).
2. Severance
   1. If any provision of this Framework Agreement or Call-Off Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Framework Agreement or Call-Off Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Framework Agreement or Call-Off Contract shall not be affected.
   2. In the event that any deemed deletion under Clause 45.1 is so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement or Call-Off Contract or materially alters the balance of risks and rewards in this Framework Agreement or any Call-Off Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Framework Agreement or relevant any Call-Off Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Framework Agreement or Call-Off Contract and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.
   3. If the Parties are unable to agree on the revisions to this Framework Agreement or any Call-Off Contract within five (5) Working Days of the date of the notice given pursuant to Clause 45.2, the matter shall be dealt with in accordance with Paragraph 4 (Commercial Negotiation) of Schedule 8.3 (Dispute Resolution Procedure) except that if the representatives are unable to resolve the dispute within 30 Working Days of the matter being referred to them, this Framework Agreement or the Call-Off Contract (as appropriate) shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Framework Agreement or any Call-Off Contract is terminated pursuant to this Clause 45.3.
3. Further Assurances

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Framework Agreement or any Call-Off Contract.

1. Entire Framework Agreement
   1. This Framework Agreement (together with any Call-Off Contract entered into under it) constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
   2. Neither Party has been given, nor entered into this Framework Agreement or any Call-Off Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Framework Agreement or Call-Off Contract (as appropriate).
   3. Nothing in this Clause 47 shall exclude any liability in respect of misrepresentations made fraudulently.
2. Third Party Rights
   1. The provisions of Clause 7, 18, 19, 20 and 21, Paragraphs 4.1 and 4.3 of Part B, Paragraphs 2.1 and 2.3 of Part C, Part D and Paragraphs 1.4, 2.3, 2.8 and 2.14 of Part E of Schedule 9.1A (Staff Transfer (Day 1 Services)), Paragraphs 2.1, 2.6, 2.8, 3.1 and 3.3 of Part B, Paragraphs 2.1 and 2.3 of Part C, Part D and Paragraphs 1.4, 2.3, 2.8 and 2.14 of Part E of Schedule 9.1B (Staff Transfer – Re-Lets), and the provisions of Paragraph 6.9 of Schedule 8.5 (Exit Management) and any clauses expressly stated to in a Call-Off Contract (together "**Third Party Provisions**") confer benefits on the Customer or such other persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.
   2. The provisions of any Clauses, Paragraphs, Schedules, Parts, Appendices or Annexes of the Framework Agreement or any Call-Off Contract not listed in Clause 48.1, but which expressly confer benefits on a Customer may be enforced by such Customer(s) (as the context so dictates) by virtue of the CRTPA.
   3. The Supplier acknowledges and agrees that the Authority has entered into this Framework Agreement and the Customer has entered into the Call-Off Contract for its own benefit and for the benefit of each Customer Related Party. The Authority or Customer shall enforce any provision of this Framework Agreement or any Call-Off Contract on behalf of each Customer Related Party except to the extent that it is not able to so do as a result of applicable Law. If and to the extent that the Authority or a Customer is not able to recover a Loss incurred by an Customer Related Party under the provisions of this Clause in any instance where a claim to recover Loss is not, by operation of law or decision of a court, deemed to be enforceable by the Authority or Customer itself (including, for example, where it is deemed that the Authority or Customer has no standing to enforce the claim for recover of Loss for whatever reason), that Customer Related Party shall be entitled to enforce this Framework Agreement or the relevant Call-Off Contract against the Supplier in its own right in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 but only to the extent that those rights relate to the liabilities to the Customer Related Party under the Framework Agreement or relevant Call-Off Contract, subject always to the liability provisions in this deed, which shall apply mutatis mutandis to claims made by the Customer Related Party and even though the relevant Clause may be silent as to which person is intended to have the benefit of the relevant obligation, refer only to the Authority or Customer or not specifically identify a Customer Related Party.
   4. Subject to Clause 48.1, 48.2 and 48.3, a person who is not a Party to this Framework Agreement or any Call-Off Contract has no right under the CRTPA to enforce any term of this Framework Agreement or a Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
   5. Where a Third Party Beneficiary is a Customer Related Party the provision of Clause 48.3 shall apply. Otherwise, no Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Authority, which may, if given, be given on and subject to such terms as the Authority may determine.
   6. Any amendments or modifications to this Framework Agreement or a Call-Off Contract may be made, and any rights created under Clause 48.1, 48.2 or 48.3 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary or any Customer Related Party.
3. Notices
   1. Any notices sent under this Framework Agreement or under a Call-Off Contract must be in writing.
   2. Subject to Clause 49.4, the following table sets out the method by which notices may be served under this Framework Agreement or any Call-Off Contract and the respective deemed time and proof of service:-

|  |  |  |
| --- | --- | --- |
| **Manner of Delivery** | **Deemed time of service** | **Proof of service** |
| Email. | 9.00am on the first (1st) Working Day after sending. | Dispatched as a pdf attachment to an e‑mail to the correct e‑mail address without any error message. |
| Personal delivery. | On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day. | Properly addressed and delivered as evidenced by signature of a delivery receipt. |
| Prepaid, Royal Mail Signed ForTM 1st Class or other prepaid, next working day service providing proof of delivery. | At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm). | Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt. |

* 1. Notices under the Framework Agreement shall be sent to the addresses set out in the Data Sheet or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Framework Agreement.
  2. Notices under a Call-Off Contract shall be sent to the addresses set out in the Call-Off Contract or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under such Call-Off Contract.
  3. Any notice that is served as an attachment to an email must then be sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 49.2.
  4. Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 49.4 shall invalidate the service of the related e‑mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed ForTM 1st Class delivery (as set out in the table in Clause 49.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.
  5. This Clause 49 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 8.3 (Dispute Resolution Procedure)).

1. Disputes
   1. The Parties shall resolve Disputes arising out of or in connection with this Framework Agreement or any Call-Off Contract in accordance with the Dispute Resolution Procedure.
   2. The Supplier shall continue to provide the Services in accordance with the terms of this Framework Agreement or any Call-Off Contract until a Dispute has been resolved.
2. Governing Law And Jurisdiction
   1. This Framework Agreement and any Call-Off Contract and any issues, disputes or claims (whether contractual or non‑contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
   2. Subject to Clause 50 and Schedule 8.3 (Dispute Resolution Procedure) (including the Customer's right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non‑contractual) that arises out of or in connection with this Framework Agreement or any Call-Off Contract or its subject matter or formation.

1. <http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made> [↑](#footnote-ref-2)