

Date: day of 2021

(1) County Council of the City and County of Cardiff

(2) [Contractor]

Framework Agreement for the provision South East Wales Technical and Professional Services ("SEWTAPS")

[Lot 1 Multi-Disciplinary]

[Lot 2 Civil and Highway Engineering Consultants]

[Lot 3 Transportation Consultants]

[Lot 4 Ground and Water Consultancy]

[Lot 5 Estates and Residential Development Professional Services]

[Lot 6 Site Supervision]

[Lot 7 Aviation Consultants]

[Lot 8 Geotechnical Consultants]

[Lot 9 Archaeological/Cultural Heritage Consultancy]

[Lot 10 Master Planning/ Urban Design]

[Lot 11 Neutral Vendor Managed Service]

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Confidential

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THIS DEED IS DATED

DAY OF

2021

PARTIES

- (1) **County Council of the City and County of Cardiff** whose principal office is at County Hall, Atlantic Wharf, Cardiff CF10 4UW (the "**Authority**" which expression includes any permitted successor to it and any successor to it in the exercise of its functions); and
- (2) **[Contractor]**, a company registered in England and Wales whose registered number is **[insert number]** and whose registered office is situated at **[insert address]** (the "**Contractor**");

each of them a "**Party**" and together, the "**Parties**".

BACKGROUND

- (A) The Authority placed a contract notice **[REFERENCE]** on **[DATE]** in the Official Journal of the European Union seeking expressions of interest from potential service providers for the provision of Technical and Professional Services (divided into Lots) to itself and the other Potential Customer identified in the OJEU Notice under a framework agreement.
- (B) The Contractor submitted a tender dated **[DATE]** for inclusion in the above Framework
- (C) On the basis of the Contractor's Tender, the Authority notified the Contractor on **[DATE]** that it had been selected the Contractor to enter a framework agreement to provide Services to those Customers who let Call-Off Contracts in relation to certain Lots and in accordance with this Framework Agreement.
- (D) The Contractor has experience and expertise in the carrying out the Services as set out in the OJEU Notice;
- (E) The Contractor agrees to perform the Services as from time to time requested by the Potential Customers subject to and in accordance with the terms of this Framework Agreement.
- (F) This Framework Agreement sets out the procedure for ordering Services, the main terms and conditions for the provision of the Services and the obligations of the Contractor under this Framework Agreement.

IN CONSIDERATION of the sum of one pound (£1.00), receipt of which the Contractor hereby acknowledges as sufficient, **IT IS HEREBY AGREED** as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in Schedule 1 (Definitions and rules of interpretation) apply in this Framework Agreement.

2 AUTHORITY'S POSITION

- 2.1 Save in respect of Call-Off Contracts which the Authority enters into or proposes to enter into on its own behalf as a Customer, the Authority shall not be liable to the Contractor (or any Potential Customer or Customer) under or in connection with any Call-Off Contract, including the process by which any Call-Off Contract is awarded or a Framework Contractor is selected (whether or not in accordance with this Framework Agreement).
- 2.2 The Authority does not act as agent for any Potential Customer or Customer, and Potential Customer or Customer acts as agent for the Authority in taking any action under this Framework Agreement. No Potential Customer or Customer (including the Authority) has any authority to bind any other Potential Customer or Customer (including the Authority).
- 2.3 The Contractor, the Authority, and each Potential Customer or Customer acknowledge and agree that this Framework Agreement shall not constitute, create or otherwise give effect to a joint venture, pooling arrangement or partnership or similar arrangement between any of them.
- 2.4 The Contractor acknowledges that other Framework Contractors have been appointed to supply Services to the Potential Customers under similar but separate framework agreements as part of the tender process pursuant to which it is now entering into this Framework Agreement.
- 2.5 The Contractor acknowledges and agrees that neither the Authority nor any Potential Customer or Customer is under any obligation to require works or services from the Contractor under this Framework Agreement. The Authority gives no undertaking, representation or guarantee that the Contractor will be offered any Call-Off Contract or any opportunity to compete for Call-Off Contracts under this Framework Agreement.
- 2.6 The Authority and Potential Customers shall not be restricted to using this Framework Agreement for any or all of its Services or services similar to the services and retains the right to procure any such services through alternative means.
- 2.7 The Contractor shall be paid for the services it provides to the relevant Customer in accordance with the provisions of the particular Call-Off Contract. No obligation to make any payment to the Contractor shall arise under this Framework Agreement.

3 CALL-OFF CONTRACTS

- 3.1 The Contractor shall perform all Call-Off Contracts entered into with a Customer in accordance with:
- 3.1.1 the requirements of this Framework Agreement; and
 - 3.1.2 the terms and conditions of the respective Call-Off Contracts.

3.2 Call-Off Contracts shall:

- 3.2.1 be substantially in one of the forms set out in Schedule 6 (Call-Off Contracts) subject to changes in accordance with clause 3.6 below or in a form as specified in the Tender Documents;
- 3.2.2 encompass, as required of the Contractor, the type and nature of the Services which might be required of the Contractor; and
- 3.2.3 determine the Prices or Call-Off Contract Value in accordance with the provisions of Schedule 9 (Pricing).

Abandonment of Selection Process

- 3.3 A Potential Customer may at any time and for any reason abandon a Selection Process without awarding a Call-off Contract and will not be liable to Framework Contractors for any costs, losses or damages whatsoever arising from or in connection with such abandonment.

Award of further Call-Off Contracts

- 3.4 A Potential Customer may award a further Call-Off Contract or Call-Off Contracts to a Framework Contractor already engaged or previously engaged under a Call-Off Contract, where the Customer is reasonably of the opinion that it needs to award the further Call-Off Contract or Call-Off Contracts to that Framework Contractor as the Services under the existing and proposed Call-Off Contracts are linked or can properly be treated as a whole project or single requirement for any of the following reasons:

- 3.4.1 for technical or economic reasons, the existing and proposed Call-Off Contracts cannot be performed separately without major inconvenience to the Customer;
- 3.4.2 to achieve consistency of design, appearance, technical, functional or other performance requirements; or
- 3.4.3 for health and safety or other practical reasons.

Aggregation of Call-Off Contracts

- 3.5 A Potential Customer may decide to run a single Selection Process in respect of a number of Call-Off Contracts. In order to do so, a Potential Customer must fulfil the following requirements:

- 3.5.1 the Potential Customer must have appropriate internal budget approval in principle for all Call-Off Contracts to be included within the Selection Process; and

- 3.5.2 the Potential Customer must state at the earliest opportunity in the tender documents for the Selection Process, all Call-Off Contracts to be included in the Selection Process and giving as much detail as reasonably practicable.

Changes to forms of Call-Off Contracts

- 3.6 The Authority and/or Potential Customer may at any time require changes to the terms of Call-Off Contracts (prior to the relevant Call-Off Contract being entered into) to reflect changes in best practice within the construction sector or the public sector, changes in Law, project specific requirements or otherwise to reflect experience gained under this Framework Agreement or other related frameworks more generally, provided that any such change must be approved by the Contractor (such approval not to be unreasonably withheld or delayed) before it takes effect for the purposes of this Framework Agreement.

Parent Company Guarantee

- 3.7 If required by a Potential Customer, in addition to the Call-Off Contract the Contractor will be required to complete (and secure that its Parent Company completes) at the same time as entering into the Call-Off Contract a parent company guarantee.

Status of Call-Off Contracts

- 3.8 Nothing in this Framework Agreement shall:
- 3.8.1 give rise to any presumption or implication or otherwise have a bearing on whether or not a Call-Off Contract has at any time been entered into (it being for the Potential Customer wishing to enter into the Call-Off Contract and the Contractor to determine between themselves if and when any Call-Off Contract is considered to be entered into);
 - 3.8.2 affect the obligations under the any Call-Off Contract which has been entered into; or
 - 3.8.3 be taken into account in relation to the interpretation of any Call-Off Contract which has been entered into.

Authority not liable under Call-Off Contracts

- 3.9 The Authority (unless and only to the extent that it is itself a Customer under a Call-Off Contract, and then only in respect of that Call-Off Contract) shall not have any liability under any Call-Off Contract and does not give any guarantee or representation in relation to any Call-Off Contract.

No payment due until Call-Off Contract entered into

- 3.10 A Call-Off Contract must be entered into before any Services or work are carried out by the Contractor and before any payment falls due or may be made to a Contractor. The Contractor acknowledges that it must not carry out any work or Services, nor will it be entitled to any payment, before a Call-Off Contract is entered into, unless the express prior written approval of the Customer has been obtained.

Fair Payment Charter

- 3.11 The Contractor will, in relation to all Call-Off Contracts, comply with the provisions of the Fair Payment Charter.

Neutral Vendor Managed Services (Lot 11 only)

Clauses 3.12 to 3.14 shall only apply to Contractors appointed to Lot 11 (Neutral Vendor Managed Services) only.

3.12 Approved Providers

- 3.12.1 The Contractor shall engage and maintain a pool of suitably qualified sub-contractors ("**Approved Providers**") to allow it to provide all categories of Neutral Vendor Services to Potential Customers (the "**Provider Pool**").
- 3.12.2 The Contractor shall require each prospective Provider to complete the Provider Questionnaire.
- 3.12.3 If a prospective Provider fails to pass any of section marked mandatory on the Provider Questionnaire, the provider shall not become an Approved Provider and the Contractor shall not include that Provider in the Provider Pool and shall not engage that prospective Provider in relation to any Neutral Vendor Project or Call-Off Contract.
- 3.12.4 The Contractor shall inform the Authority of the proposed addition of a Provider to the Provider Pool together with a copy of their Provider Questionnaire, details of the Appointed Provider Charges and all other information that the Authority may reasonably request. The Authority, acting reasonably, may within 10 Working Days of receiving notification of the addition of a Provider to the Provider Pool object to such addition and the Contractor shall remove that Appointed Provider from the Provider Pool. If the Authority do not object to the addition of the Provider to the Provider Pool within 10 Working Days, then the Provider shall become an Approved Provider.
- 3.12.5 The Contractor shall inform the Authority of any amendments of or removal from the Provider Pool together with reasons for such amendments or removal.
- 3.12.6 The Authority may at any time, acting reasonable, including following representations by any Potential Customer, require the Contractor to remove any

Approved Provider from the Provider Pool. Upon the receipt of such request the Contractor shall remove the Approved Provider from the Provider Pool and shall not use that Approved Provider in any future Neutral Service Project (unless that Approved Provider is subsequently re-appointed to the Provider Pool in accordance with this clause 3.12).

3.13 Neutral Vendor Projects and selection of Approved Provider

- 3.13.1 If a Potential Customer has a requirement for Neutral Vendor Services (a "**Neutral Vendor Project**") it shall award a Call-Off Contract in accordance with the Selection Processes.
- 3.13.2 The Contractor may sub-contract the whole of any Call-Off Contract to the Approved Providers, but any such sub-contracting shall not relieve the Contractor of any liability under such Call-Off Contract nor for the purposes of any Key Performance Indicators or other performance monitoring measures or otherwise under this Framework Agreement.

3.14 Neutrality

- 3.14.1 The Contractor shall:
- (a) remain at all times neutral and non-biased in its assessment of proposals made to it by Approved Providers in relation to Neutral Vendor Projects;
 - (b) not allow itself to be in a position where the Contractor's own interests conflict with those of the Authority or Potential Customers or where there is a real possibility that this will happen;
 - (c) subject to clause 3.14.1(d), must not profit from its relationship with Approved Providers at the expense of the Authority or Potential Customers; or
 - (d) not accept or receive any direct or indirect pecuniary benefit from its relationship with any Approved Provider other than Management Charges payable under a Call-Off Contracts; and
 - (e) not form any consortium, joint venture, partnership or other commercial or legal relationship beyond the terms of any sub-contract relating to a Call-Off Contract with any Approved Provider.

4 CORE PRINCIPLES

- 4.1 The Core Principles set out in this clause 4.1 shall be the over-riding objectives guiding the Authority and the Contractor in the operation of this Framework Agreement, and in entering into and performing Call-Off Contracts. The Authority and the Contractor hereby agree:
- 4.1.1 to work together and with the Potential Customers, Customers and their advisers in good faith and in a spirit of mutual trust and co-operation;
 - 4.1.2 to act in a co-operative and collaborative manner so as to achieve and advance the relevant Services;
 - 4.1.3 to share information honestly and openly; and
 - 4.1.4 to highlight any difficulties at the earliest possible opportunity.
- 4.2 The Authority and the Contractor agree to work together in accordance with the terms of this Framework Agreement and in co-operation and collaboration with the Potential Customers, Customers and their advisers, to achieve the successful delivery of the Services.
- 4.3 The Contractor will at all times both in relation to this Framework Agreement and any Call-Off Contract, adhere to the Core Principles.
- 4.4 In order to achieve and advance the Core Principles, the Authority and the Contractor agree that they will at all times support collaborative behaviour and confront behaviour that does not comply with the Core Principles.
- 4.5 The Contractor agrees to provide the Authority with such information as the Authority may from time to time reasonably request including (without limitation) in relation to:
- 4.5.1 its status (including financial standing), structure and management;
 - 4.5.2 its resource commitments and availability;
 - 4.5.3 its participation in Selection Processes and the number and value of Call-Off Contracts it has been awarded.
 - 4.5.4 its performance under any Call-Off Contracts; and
 - 4.5.5 the performance of its obligations under this Framework Agreement.
- 4.6 If the Contractor fails in any material respect to provide any information requested under clause 4.5 above, or provides information which is materially incomplete, incorrect or insufficient, the Authority may serve notice of suspension from this Framework Agreement on the Contractor and the provisions of clause 6.14 will then have effect.

- 4.7 Subject to clause 20 (Confidentiality), the Authority or any Customer or Potential Customer may pass information provided to it by the Contractor to the Authority, other Customers and Potential Customers for the purpose of benefiting from past experience and making improvements in methods and practice in design and construction.
- 4.8 The Contractor agrees that it will comply with its obligations as set out Schedule 8.
- 4.9 The Contractor warrants and represents that all information and statements made by the Contractor as part of the procurement process, including without limitation the Contractor's Tender and response to any pre-qualification questionnaire, remains true accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of this Framework Agreement.

5 COMMENCEMENT AND DURATION OF THIS FRAMEWORK AGREEMENT

- 5.1 This Framework Agreement shall come into force on the Commencement Date and, unless terminated (in accordance with clause 11 (Termination) or extended in accordance with clause 5.2, shall continue for the Initial Term when it shall automatically terminate without notice.
- 5.2 The Authority may extend the Initial Term (or an Extended Term) in increments of twelve (12) months each (each an **"Extended Term"**) provided that the Authority shall not be entitled to extend the Initial Term by more than a further two (2) years in total. If the Authority wishes to extend the Initial Term or Extended Term, it shall give the Contractor written notice at least 3 (three) months' prior to the expiry of the Initial Term or Extended Term. The provisions of this Framework Agreement shall apply unaltered in full force and effect during any Extended Term.
- 5.3 All provisions of this Framework Agreement which relate to the performance of Call-Off Contracts shall (in respect of any individual Call-Off Contract which is still being performed at the expiry or termination of this Framework Agreement) continue in force and shall not determine in respect of such Call-Off Contract(s), until all relevant Call-Off Contracts have been completed or have expired or been terminated in accordance with their provisions.
- 5.4 The termination or expiry of this Framework Agreement shall not affect any existing Call-Off Contract(s) which shall continue in full force and effect and may only be terminated in accordance with their provisions. For the avoidance of doubt, no further Call-Off Contracts may be awarded following the expiry or termination of this Framework Agreement.

6 CONTRACTOR'S OBLIGATIONS

General

- 6.1 The Contractor agrees to perform and provide the Services from time to time requested by a Customer in accordance with a Call-Off Contract subject to and in accordance with the terms of the relevant Call-Off Contract and the terms of this Framework Agreement.

- 6.2 The Contractor will perform its obligations under this Framework Agreement and any Call-Off Contract in accordance with all applicable Law.

Call-Off Contracts

- 6.3 The Contractor undertakes during the Framework Period to enter into Call-Off Contracts as and when requested by Potential Customers.
- 6.4 Whilst this Framework Agreement shall govern the entry into Call-Off Contracts, this Framework Agreement shall not affect the rights or obligations of any party under the Call-Off Contracts once entered into, nor the interpretation of such Call-Off Contracts.
- 6.5 The Contractor agrees that it will perform its obligations to the relevant Customer in accordance with the terms of the Call-Off Contract.

Participation in Performance Monitoring and Review Mechanism

- 6.6 The Contractor shall comply with all the provisions of Schedule 8 including but not limited to submitting all necessary data at the times and in the manner required by Schedule 8 or as agreed from time to time in writing between the Parties. If the Contractor fails in any material respect to comply with the provisions of Schedule 8, and has failed to rectify such non-compliance within ten (10) Working Days of receiving notice in writing from the Authority to do so, the Authority may serve notice of suspension from the Framework Agreement on the Contractor and the Contractor shall immediately be suspended from the Framework Agreement in accordance with clause 6.14.

Participation in the Selection Process and Call-Off Contracts

- 6.7 If the Contractor –
- 6.7.1 fails to notify within 7 days whether it is participating in any Selection Process in which it is invited to participate;
 - 6.7.2 without reasonable excuse does not submit (if required to do so) in relation to 60% of Selection Processes during a rolling 12-month period a genuine competitive tender in good faith;
 - 6.7.3 for any reason (whether reasonable or not) fails more than three (3) times to participate in any Selection Process in which it is invited to participate and/or to submit a genuine competitive tender in good faith;
 - 6.7.4 fails within a reasonable time (when requested to do so by a Potential Customer) to enter into a Call-Off Contract with the Potential Customer (provided that such Call-Off Contract is in accordance with the Contractor's tender and any other terms agreed between the Contractor and the relevant Potential Customer); or

6.7.5 fails to proceed regularly and diligently with any Services in accordance with the terms of the relevant Call-Off Contract,

then the Authority may serve notice of suspension from this Framework Agreement on the Contractor and the provisions of clause 6.14 will then have effect. For the avoidance of doubt the Contractor's view that it will not make sufficient profit on any proposed Call-Off Contract shall not be a reasonable excuse for the purposes of this 6.7.

6.8 If the Contractor fails without reasonable excuse does not submit (if required to do so) in relation to 60% of Selection Processes during any rolling 12-month period a genuine competitive tender in good faith, without prejudice to the right to suspend, the Authority may serve notice upon the Contractor that they are in breach of clause 6.7.2. Where, during the six (6) month period following the service of such notice, the Contractor without reasonable excuse does not submit (if required to do so) in relation to 60% of Selection Processes during any that six (6) month period a genuine competitive tender in good faith, the Authority may terminate this Framework Notice forthwith.

Payment of Mandatory Contractor Rebate

6.9 The Contractor shall pay to the Authority the Mandatory Contractor Rebate (plus VAT) for each Quarter in arrears.

6.10 The Mandatory Contractor Rebate shall be calculated by reference the total Call-Off Contact Value for the all Call-Off Contracts awarded to the Contractor during the previous Quarter.

6.11 The Authority shall invoice the Contractor for the Mandatory Contractor Rebate within fourteen (14) days of the expiry of each Quarter. The Contractor shall pay the Mandatory Contractor Rebate within thirty (30) days of the expiry of the previous Quarter (or, if later, within fourteen (14) days of the date of the invoice).

6.12 The Mandatory Contractor Rebate shall be paid in to the Authority's account, details of which will be provided to the Contractor from time to time. The Contractor shall have no claim on any such amount paid. If the above amount is not paid within the time set out above, the Authority may:

6.12.1 recover the sum as a debt from the Contractor together with interest at the rate of four per cent (3.5%) above the base lending rate from time to time of HSBC Bank (and where that base lending rate is less than zero percent (0%), interest shall be payable at a rate of four per cent (3.5%)); and/or

6.12.2 serve notice of suspension from this Framework Agreement on the Contractor and the provision of clause 6.14 will then have effect.

- 6.13 If the Mandatory Contractor Rebate remains unpaid one (1) month after the date it was due, the Authority may terminate this Framework Agreement forthwith by serving written notice upon the Contractor.

Effect of suspension

- 6.14 If the Authority serves notice of suspension on the Contractor pursuant to clauses 4.6, 6.6, 6.12, 7.7, 7.10 or 12 the effect of this shall be that the Contractor is (from the date of service of the notice) not entitled to be awarded any Call-Off Contract, including under any Selection Process which is in progress at the time of suspension.
- 6.15 Suspension continues until the relevant breach is rectified (including but not limited to provision of any outstanding information and/or payment of any outstanding sums plus accrued interest) to the Authority's reasonable satisfaction.
- 6.16 If suspension continues for a period of twenty (20) Working Days, then the Authority may give notice to terminate the Framework Agreement in respect of that Contractor. Neither the Authority nor any Potential Customer shall be liable to the Contractor for any lost opportunities, loss of profit, wasted payments, additional costs, or any other costs, losses, damages or liabilities whatsoever incurred or to be incurred by the Contractor as a result of suspension or termination.

Collaboration

- 6.17 By entering into this Framework Agreement the Contractor commits to collaborating in the running of this framework by participating in:
- 6.17.1 the management of the framework as set out in Schedule 8;
 - 6.17.2 reviews of performance under Call-Off Contracts;
 - 6.17.3 setting KPIs and seeking continuous improvement in the performance of Call-Off Contracts;
 - 6.17.4 partnering workshops;
 - 6.17.5 information sharing, attending meetings and reporting as reasonably required by the Customer or Authority to facilitate the above.

Continuous improvement

- 6.18 As part of continuous improvement, the Contractor will ensure that it works towards and will achieve the objectives and requirements of the following –
- 6.18.1 Welsh Language Acts;

- 6.18.2 Well-being of Future Generations (Wales) Act 2015 as described in <http://gov.wales/topics/people-and-communities/people/future-generations-act/?lang=en>;
 - 6.18.3 Code of Practice: Ethical Employment in Supply Chains;
 - 6.18.4 Blacklisting Regulations 2010;
 - 6.18.5 Modern Slavery Act 2015 as described in <http://www.legislation.gov.uk/ukpga/2015/30/contents/enacted>;
 - 6.18.6 unfair use of umbrella schemes and zero hours contracts; and
 - 6.18.7 become a Living Wage employer.
- 6.19 The Contractor must also participate, at its own cost, in any future or updated initiatives throughout the duration of the Framework Agreement. The Contractor will be required to submit case studies regarding schemes/projects which it has been awarded upon request by the Authority.

Social Value

- 6.20 The Contractors to agrees to commit to support the delivery of Social Value initiatives and any wider associated legislative and policy driven requirements and Potential Customers' own commitments as part of individual Call-Off Contracts and at Framework Level and shall execute a copy of the Social Value Charter.

7 MECHANISMS FOR LETTING CALL-OFF CONTRACTS

- 7.1 The mechanism for letting Call-Off Contracts shall be as set out in Schedule 7 (Selection Process).
- 7.2 The Authority may from time to time by notice in writing vary the provisions of Schedule 7 (Selection Process) and/or may add to or supplement it with guidance, and the Contractor shall comply with such variations and / or guidance from the date it is notified of them.
- 7.3 The Contractor agrees that it shall not in its dealings with Potential Customers and Customers:
- 7.3.1 impose, rely upon or attempt to impose or rely upon any other contractual term other than the terms of the Call-Off Contract; or
 - 7.3.2 carry out Services or any part of them at a price determined other than in accordance with the provisions of the Call-Off Contract,
- unless expressly agreed in writing with the Potential Customer.

- 7.4 If, in the reasonable opinion of the Potential Customer which is considering commencing a Selection Process, confining the Selection Process to the Framework Contractors to one Lot would not meet the Potential Customer's requirements, the Potential Customer may invite Contractors from other Lots to participate in the Selection Process. The Potential Customer must make it clear in the Invitation to Tender that Contractors from more than one lot are being invited to tender for the Call-Off Contracts, and state which other Lots. Where the Potential Customer includes more than one Lot in the Invitation to Tender, all Framework Contractors within each such Lot included shall receive the Invitation to Tender and be entitled to participate in the Selection Process.

Continuing to meet Financial Standing Criteria

- 7.5 The Contractor shall notify the Authority (and any Potential Customer which is at the relevant time running a Selection Process in which the Contractor is involved) as soon as reasonably possible of any fact, matter or circumstances which have the effect that the Contractor no longer meets the Financial Standing Criteria. Such notification shall include the likely duration of any failure to meet the Financial Standing Criteria and any actions which the Contractor is taking or proposes to take to remedy or mitigate such failure.
- 7.6 The Contractor shall also provide on request to the Authority (or a Potential Customer in connection with a Selection Process) sufficient evidence that it continues to comply with, the Financial Standing Criteria.
- 7.7 Non-compliance by the Contractor with the Financial Standing Criteria or failure to provide evidence requested under clause 7.6 above shall entitle the Authority to serve notice of suspension on the Contractor in accordance with clause 6.14 above.

Conflicts of Interest and Prior Involvement

- 7.8 Where the Contractor has any –
- 7.8.1 conflict of interest or apparent conflict of interest (which may include but is not limited to being part of a consortium, joint venture or similar arrangement with a Potential Customer which is running or is involved in a Selection Process or any stage of the procurement of a Call-Off Contract in which the Contractor is participating or intends to participate); or
 - 7.8.2 prior involvement in a Call-Off Contract or preparation for procurement of a Call-Off Contract (which may include but is not limited to advising a Potential Customer which is running or is involved in a Selection Process or any stage of the procurement of a Call-Off Contract in which the Contractor is participating or intends to participate, on the proposed Services or any other matter related to the Selection Process or proposed Call-Off Contract),

the provisions of 7.9 below shall apply. The decision as to whether there is a conflict of interest, apparent conflict of interest or prior involvement shall be for the Authority (or, as the case may be, the relevant Potential Customer), in each case acting reasonably.

7.9 Where the circumstances in clause 7.8 above exist:

7.9.1 the relevant Potential Customer may impose appropriate and proportionate measures (with which the Contractor must comply) to avoid any distortion to competition, which may include (without limitation):

- (a) requiring the Contractor to put in place and demonstrate to the Potential Customer's reasonable satisfaction appropriate and adequate measures to avoid or prevent the circumstances in clause 7.8, such as information barriers or isolation of particular individuals or teams from the Selection Process and/or matters concerning the Call-Off Contract;
- (b) the communication to the other relevant Framework Contractors of relevant information exchanged in the context of or resulting from the circumstances in clause 7.8; and/or
- (c) the fixing of adequate time limits for the receipt of tenders in respect of a Call-Off Contract; and
- (d) where there are no other means to ensure compliance with the duty to treat economic operators equally in accordance with Regulation 18(1) of the Public Contracts Regulations 2015, the Potential Customer may exclude the Contractor from the relevant Selection Process and/or Call-Off Contract.

7.10 Where the Contractor fails to comply with any of the provisions in clause 7.8 and/or 7.9 above, the Authority may serve notice of suspension on the Contractor in accordance with clause 6.14 above.

No liability

7.11 Neither the Authority nor any Potential Customer shall be liable in any circumstances to the Contractor for any lost opportunities, loss of profit, wasted payments, additional costs, or any other costs, losses, damages or liabilities whatsoever incurred or to be incurred by the Contractor as a result of any action or decision taken by a Potential Customer pursuant to this clause.

8 PRICING

Lots 1 – 11 (except for Management Charge)

- 8.1 The pricing contained in Schedule 9 (Pricing), except for the Management Charge, shall be fixed for a period of 2 years from the Commencement Date and shall be the maximum that a Contractor may charge a Customer under a Call-Off Contractor.
- 8.2 Following the second anniversary of the Commencement Date, the Contractor may on one occasion submit a request to vary the pricing contained in Schedule 9 (Pricing) to reflect the increase by giving the Authority not less than 15 Working Days' written notice in writing provided that the increase in the pricing does not exceed the percentage increase in the Office for National Statistics' Services Producer Price Index ("SPPI") for the 12 months immediately preceding such notice.
- 8.3 The pricing contained in Schedule 9 (Pricing) shall be the maximum that a Contractor may charge a Customer under a Call-Off Contractor. The Contractor may as part of any Mini-Competition Selection Process put forward pricing which is below that pricing contained in Schedule 9 (Pricing), but shall not in any event exceed such pricing.

Lot 11

- 8.4 The Management Charge contained in Schedule 9 (Pricing) shall be fixed for the Initial Term and shall be the maximum that a Contractor may charge a Customer under a Call-Off Contractor.
- 8.5 If the Term is extend beyond the Initial Term, the Contractor may on one occasion submit a request to vary the Management Charge contained in Schedule 9 (Pricing) by giving the Authority not less than 15 Working Days' written notice in writing provided that the increase in the pricing does not exceed the percentage increase in the SPPI for the 12 months immediately preceding such notice.

9 KEY PERSONNEL

- 9.1 The Contractor agrees to use in relation to this Framework Agreement the named key personnel listed in Schedule 10 (Key Personnel).
- 9.2 Any replacement of such key personnel it proposes to use for the purposes of this Framework Agreement shall be subject to the consent of the Authority (such consent not to be unreasonably withheld or delayed). The Authority may at any time require the removal and / or replacement of any key personnel on reasonable grounds, but shall not under this provision have the right to interfere with the Contractor's key personnel who are engaged under any Call-Off Contract already entered into.

10 PERSONNEL

- 10.1 At all times, the Contractor shall ensure that:

- 10.1.1 each of the Contractor Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
 - 10.1.2 there is an adequate number of Contractor Personnel to provide the Services properly;
 - 10.1.3 there is an adequate number of Contractor Personnel who have the relevant professional qualifications, technical skills and experience in the respective Services, as set out in Schedule 5 (Relevant professional qualifications, technical skills and experience);
 - 10.1.4 only those people who are authorised by the Contractor (under the authorisation procedure to be agreed with the Potential Customer) are involved in providing the Services; and
 - 10.1.5 all of the Contractor Personnel comply with all of the Potential Customer's policies including those that apply to persons who are allowed access to the applicable Potential Customer's premises.
- 10.2 The Contractor shall replace any of the Contractor Personnel who the Authority and/r Potential Customer reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Contractor Personnel for any reason, the Contractor shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 10.3 The Contractor shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good as the prevailing industry norm for similar services, locations and environments.
- 10.4 In the event of the absence of Contractor Personnel previously allocated to provide the Services, the Contractor will ensure that subsequent replacement Contractor Personnel will be of the same level of relevant experience and have the required level of security clearance. The Contractor will ensure that any replacements are agreed with the individual Customers, and that suitable arrangements are made for handover to enable a smooth transition, minimise the detrimental effect and avoid any additional costs to the individual Customers. Where additional costs may arise as a result of change of Contractor Personnel requested by the Contractor, the Contractor will obtain prior consent from the individual Customer and, unless otherwise agreed by the that Customer under a Call-Off Contract, the Contractor will meet all additional costs.

11 TERMINATION

- 11.1 Existing Call-Off Contracts will be unaffected by the termination of this Framework Agreement and may only be terminated in accordance with their own provisions.

- 11.2 Either Party may terminate this Framework Agreement forthwith by written notice to the other (the "**Defaulting Party**") if:
- 11.2.1 the Defaulting Party commits a material breach of the terms of this Framework Agreement and in the case of a breach capable of remedy, fails to remedy the same within twenty (20) Working Days of receipt of a notice from the other Party pointing out the breach; or
 - 11.2.2 an event of Force Majeure occurs, subject to and in accordance with the provisions of clause 17 (Force Majeure).
- 11.3 The Authority may terminate this Framework Agreement forthwith if:
- 11.3.1 an Insolvency Event occurs in relation to the Contractor;
 - 11.3.2 a Change in Control occurs in relation to the Contractor which is prohibited by clause 15.6 or shares equal to or in excess of the minimum permitted by clause 15.7 are held by a Restricted Person;
 - 11.3.3 the Contractor has been suspended in accordance with clause 6.14 and the suspension has continued for twenty (20) Working Days or such other period as the Parties have agreed in writing;
 - 11.3.4 the Framework Agreement has been subject to substantial modification as to its scope and value such that a new procurement exercise would be required to be conducted in accordance with the provisions of Regulation 72(9) of the PCR 2015;
 - 11.3.5 the Contractor has, at the time of contract award to the Contractor, been convicted of any one or more of the mandatory grounds for exclusion from participation in the procurement of the Framework Agreement as those grounds are set out in Regulation 57 of the PCR 2015; and
 - 11.3.6 the Framework Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaty on European Union and the Treaty on the Functioning of the European Union ("**TFEU**") and the Public Contracts Directive 2014/24/EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.
- 11.4 Termination of this Framework Agreement for any reason shall not affect any rights or liabilities which have accrued prior to the date of termination.
- 11.5 Notice of termination shall in each case be given in writing by the Party seeking to terminate to the other Party.

12 SUSPENSION OF CONTRACTOR'S APPOINTMENT

- 12.1 Without prejudice to the Authority's rights to terminate the Framework Agreement in clause 11 (Termination) above, if a right to terminate this Framework Agreement arises in accordance with clause 11 (Termination), the Authority may suspend the Contractor's rights in accordance with clause 6.14 by giving notice in writing to the Contractor.

13 WARRANTIES AND REPRESENTATIONS

- 13.1 The Contractor hereby warrants and represents that it has full capacity and authority and all necessary consents to enter into and perform this Framework Agreement and that this Framework Agreement is executed by the duly authorised representatives of the Contractor.
- 13.2 The Contractor warrants that it has and will have throughout the duration of this Framework Agreement the necessary capability and capacity to carry out the Services under Call-Off Contracts.
- 13.3 The Contractor warrants and agrees that it has made and will make its own enquiries to satisfy itself as to the accuracy of any information supplied to it by or on behalf of the Authority and that where the Authority has or those acting on behalf of it have provided the Contractor with incorrect or insufficient information the Contractor shall not be relieved from any obligation under this Framework Agreement, nor be entitled to claim against the Authority, except where such information is a fraudulent misrepresentation by the Authority.
- 13.4 The Contractor warrants and agrees that it will perform its obligations under this Framework Agreement and under any Call-Off Contract in accordance with and so as not to infringe any Law, and so as not to cause the Authority or any Potential Customer or Customer to infringe any Law.
- 13.5 The Contractor warrants that it employs people based on their individual capabilities and skills regardless of marital status, sex, sexual orientation, race, colour, religion, national origin, age and in accordance with its statutory obligations in respect of mental and physical disability.
- 13.6 The Contractor warrants that it is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Framework Agreement or any Call-Off Contract.

14 BREXIT

- 14.1 The Contractor warrants that its ability to perform fully its obligations under this Framework Agreement will not be affected by Brexit.

15 ASSIGNMENT, SUB-CONTRACTING AND CHANGE IN CONTROL

- 15.1 The Authority may transfer, assign, novate, dispose or sub-contract the whole or any part of this Framework Agreement to another Contracting Authority or any other body constituted or authorised to discharge the functions and/or responsibilities of the Authority. The Authority shall be entitled to disclose to any successor, assignee, transferee or any other person or body ("**transferee**") entitled to the benefit of this Framework Agreement any Confidential Information of the Contractor. In such circumstances the Authority shall authorise the transferee to use such Confidential Information only for purposes relating to this Framework Agreement and / or any Call-Off Contract and for no other purposes and, for the avoidance of doubt, the transferee shall be bound by a confidentiality undertaking substantially similar to that in clause 20 (Confidentiality) in relation to such Confidential Information.
- 15.2 The Contractor shall not assign, novate, charge, transfer or otherwise dispose of this Framework Agreement, in whole or in part, without the prior written consent of the Authority.
- 15.3 The Contractor shall not sub-contract the whole or any part of its obligations under this Framework Agreement without the prior written consent of the Authority, not to be unreasonably withheld or delayed. No sub-contracting arrangement shall in any way reduce affect or diminish the Contractor's liability under this Framework Agreement. Nothing in this clause 15.3 affects the Contractor's ability to sub-contract under a Call-Off Contract, in accordance with its terms.
- 15.4 It is a mandatory requirement of any sub-contracting under a Call-Off Contract that the Contractor must contract with any sub-contractors or sub-consultants using an appropriate form of sub-contract which adequately reflects the provisions (including but without limitation the provisions as to payment) of the relevant Call-Off Contract.
- 15.5 The Contractor shall, if required by any Potential Customer or Customer, provide executed collateral warranties from any sub-contractor or sub-consultant appointed by the Contractor to the Customer.
- 15.6 No Change in Control shall be permitted without the prior written approval of the Authority. The Contractor shall notify the Authority at least twenty (20) Working Days in advance of any proposed Change in Control. If a Change in Control takes place which has not been approved in writing by the Authority, then the Authority may upon notice to the Contractor terminate this Framework Agreement with immediate effect.
- 15.7 Notwithstanding any other provision of this Framework Agreement, the Contractor shall not at any time permit a Restricted Person to hold five (5) per cent or more of the total value of any shares in the Contractor or any of its Associate companies and shall notify the Authority immediately upon the Contractor becoming aware that a Restricted Person holds or may be about to acquire such a shareholding.

16 CHANGE CONTROL

- 16.1 The Parties agree that any Change will be dealt with in accordance with the Schedule 15 (Change Control Procedure)

17 FORCE MAJEURE

- 17.1 If either Party is prevented or delayed in the performance of any of its obligations under this Framework Agreement by Force Majeure that Party shall forthwith serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure and shall (subject to service of such notice and to the other provisions of this clause 17) have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events.
- 17.2 If either Party is prevented from performance of its obligations for a continuous period in excess of six (6) months the other Party may terminate this Framework Agreement forthwith on service of written notice upon the Party so prevented in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.
- 17.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Framework Agreement by reason of Force Majeure shall use all reasonable endeavours to bring the Force Majeure event to a close or to find a solution by which the Framework Agreement may be performed despite the continuance of the Force Majeure event.
- 17.4 Without prejudice to the generality of clause 17.3, the Parties shall meet as soon as possible after service of a notice under clause 17.1 above and acting in good faith and a spirit of mutual co-operation use all reasonable endeavours to agree such amendments and / or modifications to this Framework Agreement as may be necessary to enable it to continue in spite of the event of Force Majeure. If such agreement is reached within six (6) calendar months of service of a notice under clause 17.1 above, any right to terminate this Framework Agreement which had accrued to either Party shall forthwith be of no effect.

18 INSURANCE

- 18.1 The Contractor shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:
- 18.1.1 public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims;
- 18.1.2 employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) or in accordance with any legal requirement for the time being in force, if higher, in relation to any one claim or series of claims; and

- 18.1.3 professional indemnity insurance with a limit of indemnity of not less than one million pounds (£1,000,000) in relation to any one claim or series of claims and shall ensure that all professional consultants or sub-contractors involved in the provision of the Services hold and maintain appropriate cover;

(the "**Required Insurances**"). The cover shall be in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Framework Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.

- 18.2 The Contractor shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 18.3 If, for whatever reason, the Contractor fails to give effect to and maintain the Required Insurances, the Authority and/or any Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 18.4 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the agreement.
- 18.5 The Contractor shall hold and maintain the Required Insurances for a minimum of twelve (12) years from the Commencement Date.
- 18.6 The above amounts are the minimum requirements required under this Framework Agreement and Call-Off Contracts. A Potential Customer may require the Contractor to have in place insurances in excess of those amounts in relation to any Call-Off Contracts (as notified in the Invitation to Tender).

19 DATA PROTECTION

- 19.1 For the purposes of this clause 19, "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**" and "**Personal Data Breach**" take the meaning given in the GDPR.
- 19.2 The Contractor shall (and shall procure that any Contractor Party involved in the performance of the Framework Agreement) comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with the Framework Agreement.
- 19.3 Notwithstanding the general obligation in clause 19.1, where the Contractor is Processing Personal Data as a Processor for the Authority, the Contractor shall –

- 19.3.1 assist the Authority to comply with the Data Protection Legislation. This includes the Contractor providing the Authority with all assistance as may be required in complying with requests to exercise individual rights, including the right of subject access, served on the Authority under Articles 15 to 22 of the GDPR, as applicable, and the disclosure by the Contractor of any Personal Data in relation to such requests;
- 19.3.2 maintain appropriate technical and organisational security measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss or destruction of, or damage to, Personal Data;
- 19.3.3 only process Personal Data for and on behalf of the Authority, in accordance with the prior written instructions of the Authority and for the purposes agreed by the Authority;
- 19.3.4 promptly inform the Authority in writing if in its reasonable opinion an instruction issued by the Authority in respect of Personal Data is not in compliance with Data Protection Legislation;
- 19.3.5 ensure that Personal Data is not made available by default to all personnel of the Contractor or of any Contractor Party and that only such personnel as are strictly required to do so in order to meet the Contractor's obligations under the Framework Agreement shall have access to Personal Data;
- 19.3.6 ensure that all personnel accessing the Personal Data are subject to appropriate confidentiality obligations regarding the Personal Data;
- 19.3.7 not appoint any third party to process Personal Data for any purpose without the prior written consent of the Authority. Where such consent is provided, the Contractor must procure that the third party processes Personal Data in accordance with the Contractor's obligations under this Framework Agreement. The Contractor acknowledges that it remains wholly responsible to the Authority for any failure by the third party to process Personal Data in accordance with this Framework Agreement;
- 19.3.8 not transfer any Personal Data obtained pursuant to this Framework Agreement outside the United Kingdom (without the prior written consent of the Authority and, where consent is given, without being made subject to appropriate safeguards as stipulated in the Data Protection Legislation);
- 19.3.9 allow the Authority to audit the Contractor's compliance with the requirements of this clause 19 on reasonable notice and/or to provide the Authority with evidence of its compliance with the obligations set out in this clause 19; and

- 19.3.10 in these circumstances, the only processing of Personal Data which the Contractor is authorised to do in respect of the Personal Data shall be listed in a schedule to this Framework Agreement (which shall be substantially in the form attached at Schedule 16 (Processing, Personal Data and Data Subjects)) prior to the commencement of any Processing.
- 19.4 The Contractor must promptly (and in any event within 24 hours of becoming aware) notify the Authority if any Personal Data processed under the Framework Agreement has been lost, destroyed, damaged, corrupted or accessed by or disclosed to unauthorised third parties or if the Contractor suspects or has reason to believe that any Personal Data may have been lost, destroyed, damaged, corrupted or accessed by or disclosed to unauthorised third parties. Any notification under this clause 19.3.1 must include (if known by the Contractor):
- 19.4.1 the nature of the Personal Data Breach;
 - 19.4.2 the categories and approximate number of Data Subjects who may be affected by the Personal Data Breach;
 - 19.4.3 the categories and approximate number of Personal Data records that may be affected;
 - 19.4.4 the likely consequences of the Personal Data Breach; and
 - 19.4.5 any measures that the Contractor has taken or proposes to take to address the Personal Data Breach.
- 19.5 The Contractor must take all steps as reasonably required by the Authority, and provide all reasonable assistance to the Authority, in order for the Authority to deal with any Personal Data Breach notified in accordance with clause 19.4, including where relevant notification to the relevant supervisory authority and notification to individual Data Subjects.
- 19.6 Upon expiry or termination of the Framework Agreement (for whatever reason) and at other times when requested to do so by the Authority, the Contractor must, at the choice of the Authority, either:
- 19.6.1 deliver up to the Authority all Personal Data in its then current format and such other format as the Authority may require; or
 - 19.6.2 forensically delete all Personal Data, including without limitation, any Personal Data stored on any magnetic or optical disk or memory and confirm such deletion to the Authority within ten (10) days of the instruction.
- 19.7 The provisions of this clause 19 shall apply mutatis mutandis to any Call-Off Contract as if references to this Framework Agreement were references to the relevant Call-Off Contract and

as if references to the Authority were references to the relevant Customer under such Call-Off Contract.

- 19.8 The provisions of this clause 19 shall apply during the continuance of the Framework Agreement and indefinitely after its expiry or termination.

20 CONFIDENTIALITY

- 20.1 Except to the extent set out in this clause 20, or where disclosure is expressly permitted elsewhere in this Framework Agreement, each Party shall (subject always to the Authority's obligations under the FOIA and the EIR):

20.1.1 treat the other Party's Confidential Information as confidential; and

20.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

- 20.2 Clause 20.1 shall not apply to the extent that:

20.2.1 such information was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure; or

20.2.2 such information was obtained from a third party without obligation of confidentiality; or

20.2.3 such information was already in the public domain at the time of disclosure otherwise than through a breach of this Framework Agreement; or

20.2.4 such information was independently developed without access to the other party's Confidential Information.

- 20.3 The Contractor may only disclose the Authority's Confidential Information to the Contractor Parties (which may include the Contractor's auditors and legal, insurance and other professional advisers) who are directly involved in the provision of works and services under a Call-Off Contract and who need to know the information. The Contractor shall ensure that such Contractor Parties are aware of, and comply with, these confidentiality obligations.

- 20.4 The Contractor shall not, and shall procure that Contractor Parties do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Framework Agreement.

- 20.5 The Contractor undertakes (except as may be required by law or in order to instruct professional advisers in connection with this Framework Agreement) not to:

20.5.1 disclose or permit disclosure of any details of this Framework Agreement to the news media or any third party other than Contractor Parties; or

- 20.5.2 use the Authority's name or brand in any promotion or marketing or announcement without the prior written consent of the Authority.
- 20.6 At the written request of the Authority, the Contractor shall procure that any Contractor Party or member of a Contractor Party identified in the Authority's request signs a confidentiality undertaking prior to commencing any work in connection with this Framework Agreement (provided that "Contractor Party" for the purposes of this clause 20.6 does not include an individual employee of the Contractor or of a sub-contractor).
- 20.7 Nothing in this clause 20 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of this Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of its intellectual property rights.
- 20.8 Provisions and obligations set out in this clause 20 shall survive and remain in force upon and following the termination of this Framework Agreement.
- 20.9 The Contractor shall not make use of the Framework Agreement or any information issued or provided by or on behalf of the Authority in connection with the Framework Agreement otherwise than for the purpose of the Framework Agreement, except with the written consent of the Authority.
- 20.10 Where the Contractor, in carrying out its obligations under the Framework Agreement, is provided with information from or by a third party, the Contractor shall not disclose or make use of any such information otherwise than for the purpose for which it was provided, unless the Contractor has sought the prior written consent of that third party, and has obtained the prior written consent of the Authority.
- 20.11 On or before the expiry or termination of this Framework Agreement, the Contractor shall ensure that all documents or records (in whatever media or format they are created or stored) as are requested by the Authority and are in the Contractor's possession, custody or control, which contain information relating to third parties including any documents in the possession, custody or control of a sub-contractor, are delivered up to the Authority. All electronic media so delivered should be in a format agreed between the Parties that is compatible with the Authority's systems.
- 20.12 The Parties acknowledge that the Wales Audit Office and / or the National Audit Office have the right to publish details of the Framework Agreement (including Confidential Information) in their relevant reports to the Authority and/or to Senedd Cymru, the Welsh Ministers or the UK Parliament as the case may be.

21 FREEDOM OF INFORMATION

- 21.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIR and shall facilitate the Authority's compliance with its Information disclosure requirements pursuant to the same and as provided for in this clause 21.
- 21.2 Where the Authority receives a Request for Information in relation to Information that the Contractor via the Authority or otherwise is holding and which the Authority does not hold itself, the Authority may refer such Request for Information to the Contractor in which case the Contractor shall:
- 21.2.1 provide the Authority with a copy of all such Information (to the extent only that such Information is held or required to be held by the Contractor in order to fulfil any obligation under this Framework Agreement) in the form that the Authority reasonably requires as soon as practicable and in any event within five (5) Working Days (or such other period as the Authority acting reasonably may specify) of the Authority' request; and
 - 21.2.2 provide all necessary assistance as reasonably requested by the Authority in connection with any such Information, to enable the Authority to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the EIR.
- 21.3 Following notification under clause 21.2, and up until such time as the Contractor has provided the Authority with all the Information specified in clause 21.2, the Contractor may make representations to the Authority as to whether or not or on what basis Information requested should be disclosed, and whether further information should reasonably be provided in order to identify and locate the Information requested, provided always that the Authority shall be responsible for determining at their absolute discretion:
- 21.3.1 whether Information is exempt from disclosure under the FOIA and the EIR;
 - 21.3.2 whether Information is to be disclosed in response to a Request for Information; and
 - 21.3.3 in no event shall the Contractor respond directly, or allow any Contractor Party to respond directly, to a Request for Information unless expressly authorised to do so by the Authority.
- 21.4 The Contractor shall transfer to the Authority's Representative any Request for Information received by it as soon as practicable and in any event within two (2) Working Days of receiving it and shall immediately thereafter notify the Authority of the date on which any such Request for Information was received by the Contractor and the date on which it was transferred to the Authority.

- 21.5 The Contractor acknowledges that any lists provided by it listing or outlining Confidential Information are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information pursuant to their obligations under the FOIA and / or EIR.
- 21.6 In the event of a request from the Authority pursuant to clause 21.2 above, the Contractor shall as soon as practicable, and in any event within three (3) Working Days of receipt of such request, inform the Authority of the Contractor's estimated costs of complying with the request to the extent these would be recoverable if incurred by the Authority under Section 9 and / or 13(1) of the FOIA and the Fees Regulations. The Authority shall reimburse the Contractor for such costs as the Contractor reasonably incurs in complying with the request to the extent the Authority is itself entitled to reimbursement of such costs as set out in this clause 21.6.
- 21.7 The Contractor acknowledges that (notwithstanding the provisions of clause 20 (Confidentiality) and clause 21 (Freedom of Information) the Authority may, acting in accordance with the Code, be obliged under the FOIA, or the EIR to disclose Information concerning the Contractor or any Services:
- 21.7.1 in certain circumstances without consulting with the Contractor; or
- 21.7.2 following consultation with the Contractor and having taken its views into account, provided always that where clause 21.7 applies, the Authority shall, where reasonably practicable, draw this to the attention of the Contractor prior to any disclosure in accordance with the recommendations of the Code.

22 PUBLICITY

- 22.1 Except with the prior written consent of the Authority (and as applicable the Customer has entered in to the relevant Call-Off Contract), the Contractor shall not make any press announcement or publicise anything in connection with this Framework Agreement or any Call-Off Contract, including but not limited to use of any logo of the Authority or a Potential Customer or Customer.
- 22.2 The Contractor shall ensure the observance of the provisions of clause 22.1 by all relevant Contractor Parties.
- 22.3 If the Authority agrees with the Contractor pursuant to clause 22.1, any text to be used by the Contractor in marketing its products and / or services, such agreement may be withdrawn if the text becomes incorrect, incomplete or misleading, in which case the Contractor shall forthwith cease using such text.
- 22.4 The provisions of this clause 22 shall apply during the continuance of this Framework Agreement and indefinitely after its expiry or termination.

23 INFORMATION, RECORDS AND AUDIT ACCESS

- 23.1 The Authority may (subject to clauses 19 (Data protection) and 20 (Confidentiality)) pass information and documents provided by the Contractor to Customers or Potential Customer for their information where relevant to the engagement (or proposed engagement) of the Contractor by that Customer or Potential Customer for a Call-Off Contract or proposed Call-Off Contract.
- 23.2 The Contractor shall keep and maintain full and accurate records in respect of:
- 23.2.1 the Framework Agreement until twelve (12) years after the date upon which the Framework Agreement expired or was terminated; and
 - 23.2.2 any Call-Off Contract until twelve (12) years after whichever is the earlier of either:
 - (a) the date upon which the Services under such Call-Off Contract were completed; or
 - (b) the date upon which such Call-Off Contract expired or was terminated,
 - 23.2.3 such records to include the Services provided, all expenditure reimbursed by Customers, all payments made by Customers, and the costs incurred in connection with this Framework Agreement or any Call-Off Contract. The Contractor shall on request afford the Authority or their auditors or representatives such access to those records as may be required by the Authority. The provisions of this clause 23 shall apply during the continuance of this Framework Agreement and shall survive its expiry or termination.
- 23.3 The Contractor grants to the Authority and Potential Customers and Customers an irrevocable and royalty free licence to use and copy any and all information and documents (in whatever media they may be created, stored, received or transmitted) provided to the Authority under this Framework Agreement, or to Customers under Call-Off Contracts, for any purpose whatsoever connected with this Framework Agreement or any Call-Off Contract including, but without limitation, the construction, completion, extension, maintenance, letting, promotion, advertisement, reinstatement, refurbishment and repair of any works or Services pursuant to a Call-Off Contract. Such licence shall carry the right to grant sub-licences. The Contractor will not be liable for any use of such documents for a purpose other than the purposes for which they were first prepared.
- 23.4 Where the Intellectual Property Rights in respect of the documents referred to in clause 23.3 above are or become vested in a third party, the Contractor shall use all reasonable endeavours to procure the grant of a like licence to that described in clause 23.3 to the Authority, Potential Customers and Customers.

- 23.5 The provisions of this clause 23 shall apply during the continuance of this Framework Agreement and shall survive its expiry or termination and the expiry or termination of any Call-Off Contract.

24 CORRUPT GIFTS OR PAYMENTS

- 24.1 The Contractor shall not offer or give, or agree to give, to any employee, servant, agent or representative of the Authority or any Potential Customer or Customer any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Framework Agreement or any Call-Off Contract or any other contract with the Authority, any Potential Customer or Customer or any other Contracting Authority or for showing or refraining from showing favour or disfavour to any person in relation to this Framework Agreement or any Call-Off Contract. The attention of the Contractor is drawn to the criminal offences created by the Bribery Act 2010.
- 24.2 The Contractor shall not enter into this Framework Agreement if in connection with its commission it has been paid or has agreed to be paid to any employee, servant, agent or representative of the Authority by the Contractor or on the Contractor's behalf, unless before this Framework Agreement is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Authority and the Authority expressly consents in writing to the Contractor entering into this Framework Agreement, such consent to be the Authority's absolute discretion.
- 24.3 Where the Contractor or any Contractor Party breaches the provisions of clauses 24.1 and / or 24.2 in relation to this or any other contract with the Authority or an Customer, Potential Customer or another Contracting Authority, the Authority have the right to:
- 24.3.1 terminate the Framework Agreement with immediate effect and recover from the Contractor the amount of any loss suffered by the Authority resulting from the termination;
 - 24.3.2 recover from the Contractor the amount or value of any such gift, consideration or commission; and
 - 24.3.3 recover in full from the Contractor any other loss suffered by the Authority in consequence of any breach of this clause 24, whether or not the Framework Agreement has been terminated.
- 24.4 In exercising its rights or remedies under this clause 24, the Authority shall:
- 24.4.1 act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing the prohibited act;

- 24.4.2 give all due consideration, where appropriate, to action other than termination of the Framework Agreement.

25 DISCRIMINATION AND EQUALITY

- 25.1 The Contractor shall ensure that it complies with all relevant requirements of all current equalities Legislation, regulations and duties including but not limited to the Equality Act 2010 and all other similar legislation (the "**Equality Legislation**") in force from time to time together with any guidance or codes of practice issued by the Equality and Human Rights Commission.
- 25.2 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 25.3 The Contractor shall provide any information reasonably requested by the Authority in respect of such Equality Legislation in so far as it relates to the performance of this Framework Agreement and/or any Call-Off Contract.
- 25.4 The Contractor shall take all reasonable steps to secure the observance of this clause 25 by all Contractor Personnel in performance of this Framework Agreement and/or Call-Off Contracts.

26 MODERN SLAVERY

- 26.1 In performing its obligations under the Framework Agreement and any Call-Off Contract, the Customer shall:
- 26.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015; and
- 26.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- 26.1.3 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 25;
- 26.1.4 notify the Authority as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Framework Agreement or any Call-Off Contract
- 26.1.5 maintain a complete set of records to trace the supply chain of all Services provided to the Customers in connection with each Call-Off Contract; and

- 26.1.6 permit the Authority, Potential Customers and/or Customers and their nominaed third party representatives to inspect the Contractor's premises, records, and to meet the Contractor's personnel to audit the Contractor's compliance with its obligations under this clause 25.
- 26.2 The Contractors represents and warrants that at the date of this Framework Agreement it has not been convicted of any offence involving slavery and human trafficking nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 26.3 Breach of this clause 25 shall be deemed an irremediable material breach under clause 11.2.1.

27 ANTI-FACILITATION OF TAX EVASION

- 27.1 The Contractor shall:
- 27.1.1 not engage in any activity, practice or conduct which would constitute either:
- (a) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
 - (b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
- 27.1.2 have and shall maintain in place throughout the Framework Period such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Contractor) and to ensure compliance with clause 27.1.1;
- 27.1.3 notify the Authority in writing if it becomes aware of any breach of clause 27.1.1 or has reason to believe that it or any person associated with it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017;
- 27.1.4 within 1 month of the date of this Framework Agreement, and annually thereafter, certify to the Authority in writing signed by an officer of the Contractor, compliance with this clause 27 by the Contractor and all persons associated with it under clause 27.2. The Contractor shall provide such supporting evidence of compliance as the Contractor may reasonably request.
- 27.2 The Contractor shall ensure that any person associated with the Contractor who is performing Services in connection with this Framework Agreement or any Call-Off Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor in this clause 27 ("**Relevant Terms**"). The Contractor shall be responsible for the observance and performance by such persons of the

Relevant Terms, and shall be directly liable to the Authority for any breach by such persons of any of the Relevant Terms.

27.3 Breach of this clause 27 shall be deemed an irremediable material breach under clause 11.2.1.

27.4 For the purposes of this clause 27, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Contractor includes but is not limited to any subcontractor of the Contractor.

28 WELSH LANGUAGE OBLIGATIONS

28.1 The Contractor warrants that it will not supply the Services in breach of the Welsh Language Obligations, nor in such a way as to render the Authority in breach of its Welsh Language Obligations.

29 COMMUNITY BENEFITS

29.1 The Contractor shall during the Framework Period deliver the community benefits set out in its Community Benefits Method Statement contained in the Contractor's Tender as required by the Authority acting reasonably.

29.2 The Contractor shall develop the Community Benefits Method Statement to address specific opportunities arising throughout the Framework Period and to modify the Community Benefits Method Statement as appropriate, to better achieve the community benefits it seeks to achieve, in discussion with the Authority.

30 PROTECTION OF THE AUTHORITY'S AND POTENTIAL CUSTOMERS' INTERESTS

30.1 The Contractor shall take all reasonable steps to safeguard the Authority's funding of this Framework Agreement and any Customer's funding of any Call-Off Contract respectively against fraud generally and, in particular, fraud on the part of the Contractor or any Contractor Party. The Contractor shall notify the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

30.2 The Contractor shall promptly provide any information concerning funding or performance of any Call-Off Contract when required by the Authority and shall not in any circumstances conceal or withhold or attempt to conceal or withhold such information.

31 INDEMNITIES

31.1 The Contractor shall be responsible for, and shall release and indemnify the Authority, Potential Customers and Customers and their employees, agents and contractors on demand from and against, all liability for:

- 31.1.1 death or personal injury;
- 31.1.2 loss of or damage to property (including property belonging to the Authority or any Potential Customer or Customer or for which either is responsible); and
- 31.1.3 any and all actions, claims, demands made by any third party together with any and all costs, charges and expenses, arising as a result thereof,

which may arise out of, or in consequence of the performance or non-performance by the Contractor or any Contractor Party of its obligations under this Framework Agreement or the presence on the Authority's or any Potential Customer or Customer's property of the Contractor or any Contractor Party.

- 31.2 The Contractor shall not be responsible or be obliged to indemnify the Authority or any Potential Customer or Customer under the preceding clause 31.1 to the extent that the principal cause of any injury, loss, damage, cost and expense is the negligence or wilful misconduct of the Authority or a Potential Customer or Customer or any of their employees, agents or contractors (other than the Contractor or any Contractor Party) or the breach by the Authority of their obligations under this Framework Agreement or by any Customer of its obligations under a Call-Off Agreement.

32 AMENDMENTS AND VARIATION

- 32.1 Subject to clause 16 (Change Control) and Schedule 15 (Change Control Procedure), no amendment, variation or other change to this Framework Agreement shall be valid unless made in writing and signed by the duly authorised representative of the Parties.

33 EXCLUSION OF THIRD PARTY RIGHTS

- 33.1 Save as expressly provided in clause 33.2 nothing in this Framework Agreement shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999. No variation to this Framework Agreement and no supplemental or ancillary agreement to this Framework Agreement shall create any such rights unless expressly so stated in any such agreement by the Parties to this Framework Agreement . This does not affect any right or remedy of a third party which exists or is available apart from that Act.

- 33.2 It is acknowledged that

- 33.2.1 clause 3 (Call-Off Contracts);
- 33.2.2 clause 4 (Core Principles);
- 33.2.3 clause 6 (Contractor's obligations);
- 33.2.4 clause 7 (Mechanisms for letting Call-Off Contracts);

- 33.2.5 clause 19 (Data protection);
- 33.2.6 clause 20 (Confidentiality);
- 33.2.7 clause 21 (Freedom of Information);
- 33.2.8 clause 22 (Publicity);
- 33.2.9 clause 23 (Information, records and audit access);
- 33.2.10 clause 28 (Welsh language obligations);
- 33.2.11 clause 29 (Community benefits);
- 33.2.12 clause 39 (Disputes);
- 33.2.13 clause 40 (Governing Law); and
- 33.2.14 clause 41 (Jurisdiction)

are also for the benefit of Customers (and Potential Customers, to the extent stated), who shall be able to enforce them against the Contractor.

- 33.3 The Parties to this Framework Agreement may nevertheless vary or rescind the above-mentioned provisions without obtaining the consent of any of the Customers and / or Potential Customers.

34 ENTIRE AGREEMENT

- 34.1 This Framework Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.
- 34.2 Each of the Parties acknowledges and agrees that, in entering into this Framework Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Framework Agreement. The only remedy available to either Party in respect of any such statement, representation, warranty or undertaking shall be for breach of contract under the terms of this Framework Agreement.
- 34.3 Nothing in this clause 34 shall operate to exclude any liability for fraud.

35 NOTICES AND PARTIES' REPRESENTATIVES

- 35.1 Any demand, notice or other communication to be given or made in writing under this Framework Agreement will be deemed to have been duly given or made as follows:

| Method of delivery | Deemed to have been duly given or made on |
|--|--|
| Sent by e-mail | On the day of sending provided that an electronic acknowledgement of receipt is received from the recipient's computer, and provided that a confirmatory copy is sent by pre-paid first class post on the same Working Day that the e-mail is transmitted. |
| Sent by pre-paid first class post | On the second Working Day after the date of posting. |
| Delivered by hand | Upon delivery at the address provided for in this Framework Agreement. |
| Delivered by hand or sent by e-mail on a day which is not a Working Day or after 4.00 pm. on a Working Day | On the next Working Day. |

35.2 Any such demand notice or other communication will be addressed to and sent to the recipient at:

Authority:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Contractor:

[INSERT NAME]

[INSERT ADDRESS]

Tel:

[INSERT TELEPHONE NUMBER]

E-mail: [INSERT E-MAIL ADDRESS]

or at such other address, e-mail or telephone number as may from time to time be notified in writing by the Parties as being the address for service provided that in the case of a company it may instead (at the option of the sender) be addressed to the registered office for the time being.

35.3 Each Party shall from time to time nominate a person to act as its Representative in connection with the administration and running of this Framework Agreement, and shall keep the other Party notified of any change of Representative. Such Representative shall have sufficient experience in providing the Services (or similar services) with the necessary authority to manage and resolve any issues that arise in the overall performance of the Framework Agreement and/or Call-Off Contracts.

35.4 The Contractor shall also appoint a deputy to the Representative together with a support team who will be available at all reasonable times to answer queries which the Authority and/or Potential Customers may raise from time to time.

36 WAIVER

36.1 The failure to exercise or delay in exercising a right or remedy provided by this Framework Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Framework Agreement or of a default under this Framework Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Framework Agreement. A waiver of a breach of any of the terms of this Framework Agreement or of a default under this Framework Agreement will not prevent a Party from subsequently requiring compliance with the waived obligation.

36.2 The rights and remedies provided by this Framework Agreement are cumulative and (subject as otherwise provided by this Framework Agreement) are not exclusive of any rights or remedies provided by law or in equity.

37 SEVERANCE

37.1 If any term or provision in this Framework Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Framework Agreement but the validity and enforceability of the remainder of this Framework Agreement shall not be affected.

37.2 Each undertaking in this Framework Agreement shall be construed as a separate undertaking and if one or more of the undertakings contained in this Framework Agreement is found to be unenforceable or in any way an unreasonable restraint of trade the remaining undertakings shall continue to bind the Parties.

38 SURVIVAL

38.1 Notwithstanding any other provision in this Framework Agreement:

- 38.1.1 clause 1 (Definitions and interpretation);
- 38.1.2 clause 15 (Assignment, sub-contracting and Change in Control);
- 38.1.3 clause 19 (Data protection);
- 38.1.4 clause 20 (Confidentiality);
- 38.1.5 clause 21 (Freedom of Information);
- 38.1.6 clause 22 (Publicity);
- 38.1.7 clause 23 (Information, records and audit access);
- 38.1.8 clause 24 (Corrupt gifts or payments);
- 38.1.9 clause 25 (Discrimination and equality);
- 38.1.10 clause 27 (Anti-facilitation of tax evasion);
- 38.1.11 clause 29 (Community benefits)
- 38.1.12 clause 35 (Notices and Parties' representatives);
- 38.1.13 clause 36 (Waiver);
- 38.1.14 clause 38 (Survival);
- 38.1.15 clause 39 (Disputes);
- 38.1.16 clause 40 (Governing Law); and
- 38.1.17 clause 41 (Jurisdiction)

shall survive termination of this Framework Agreement and continue in full force and effect together with any other clauses or schedules which are necessary to give effect to such clauses.

39 DISPUTES

39.1 Any dispute or difference whatsoever between the Parties arising under or in connection with this Framework Agreement or under or in connection with any Call-Off Contract, shall be dealt with in accordance with the Dispute Resolution Procedure set out at Schedule 13 (Dispute Resolution Procedure).

40 GOVERNING LAW

40.1 This Framework Agreement (and any Call-Off Contract) shall be governed by and construed in accordance with the law of England and Wales as it applies in Wales.

41 JURISDICTION

41.1 Each Party irrevocably agrees to submit to the non-exclusive jurisdiction of the Courts of England and Wales sitting at Cardiff (subject only to the ability of the Cardiff courts to handle the matter) in relation to any claim dispute or difference concerning this Framework Agreement and any matter arising from or in connection with it or any Call-Off Contract.

41.2 Either Party may apply to the courts for mandatory, injunctive or emergency relief and other relief as may be ancillary to a claim for such mandatory, injunctive or emergency relief or necessary in order to found such a claim.

IN WITNESS WHEREOF the Parties have executed this Framework Agreement as a **DEED** and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by affixing the common seal of
COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF in
the presence of:

.....
Signed
.....
Name and job title

Executed as a Deed by **[•] LIMITED** acting by a director in
the presence of:

.....
Director

Witness signature

Name
(in block capitals)

Address

Occupation

DRAFT

Schedule 1
Definitions and rules of interpretation

Part 1
Definitions

1.1 The following definitions shall apply in this Framework Agreement:

Anticipated Contract Value the total Contract Sum or total of Prices for a Call-Off Contract (exclusive of VAT) which it is anticipated will be stated in the Call-Off Contract, at the point when the relevant Potential Customer is considering the appropriate Lot and Selection Process to use for that Call-Off Contract.

Appointed Provider Charges the charges of an Appointed Provider for the provision of services.

Appointed Provider(s) the providers appointed in accordance with clause 3.12.

Associate means, in respect of the Contractor,

- (a) a company that is a subsidiary, a holding company or a company that is a subsidiary of the ultimate or any intermediate holding company of the Contractor; "holding company" and "subsidiary" being as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee;
- (b) a limited liability partnership which is a subsidiary of a company or another limited liability partnership (section 1159 of the Companies Act 2006 being amended so that:
- (c) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
- (d) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights);
- (e) a partnership in which the partners are subject to, or exercise, a degree of control or direction which is similar to that described above by, or over, another entity; and/or

- (f) any entity whatsoever that acts as or holds itself out to be part of an organisation which trades as a group (formally constituted or otherwise) of which the Contractor is part.

Brexit the process of the United Kingdom leaving the European Union pursuant to Article 50 of the Treaty on the Functioning of the EU and any Law or changes to Law resulting from it.

Call-Off Contract an agreement between one or more Customer and the Contractor to provide Services under the terms of this Framework Agreement, in the relevant form set out at Schedule 6 (Call-Off Contracts), and, where the context requires, includes a reference to the provisions of the relevant form of Call-Off Contract set out at Schedule 6 (Call-Off Contracts).

Call-Off Contract Value means the total contract sum for a Call-Off Contract (exclusive of VAT) stated in the Call-Off Contract and upon entering into that Call-Off Contract.

Change any amendment to:

- (a) the scope, nature, volume or execution of the Services under this Framework Agreement; or
- (b) any other term or schedule of this Framework Agreement,

in each case in accordance with the Change Control Procedure.

Change Control the written record of any Change agreed or to be agreed by the Parties pursuant to the Change Control Procedure.

Change Control Procedure the provisions of clause 16 (Change Control) and Schedule 15 (Change Control Procedure).

Change Control in means:

- (a) any sale or other disposal of any legal, beneficial or equitable interest of at least twenty per cent (20%) of, or a controlling interest in, the equity share capital of the Contractor (or any company (other than a public quoted company whose equity securities are listed on a recognised investment exchange, as defined in section 285 of the Financial Services and Markets Act 2000 of which the Contractor is a subsidiary) including the control over the exercise of voting rights conferred on that equity share capital or the control over the right to appoint or remove directors; or

- (b) any event analogous to the above in a jurisdiction other than England and Wales; or
- (c) where the Contractor at the date of this Framework Agreement was a Consortium, a legal entity which was originally part of the Consortium leaves the Consortium, suffers an Insolvency Event or termination of this Framework Agreement in respect of it, or any other event occurs the effect of which is that one of the original legal entities comprising the Consortium is no longer part of that Consortium;

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| Code | the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000; |
| Commencement Date | means [1 April 2021]. |
| Community Benefits Method Statement | means the Contractor's community benefits method statement submitted as part of the Contractor's Tender. |
| Confidential Information | <p>(subject always to the Authority's obligations under the Freedom of Information Act), any information, data or material or class or type of information data or material of either Party:</p> <ul style="list-style-type: none"> (a) which is of a confidential nature or which is marked with a confidentiality, security or privacy restriction or otherwise identified to the Party receiving it as confidential; (b) which comprises Personal Data (as defined in the Data Protection Legislation); (c) the release of which is likely to prejudice the commercial interests of the Customer or the Contractor respectively; or (d) which is a trade secret. |
| Consortium | where the Contractor tendered for this Framework Agreement as a group of more than one legal entity, each and every legal entity comprising such group at the date of this Framework Agreement, however constituted. |
| Contract Sum | the total consideration (exclusive of VAT) to be paid to the Contractor under a Call-Off Contract where a form of contract other than NEC4 is used. |

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| Contracting Authority | bears the meaning given to it in regulation 2 of the PCR 2015. |
| Contractor Party | any agent, employee, servant or sub-contractor of the Contractor or other person acting for or on behalf of the Contractor or with the Contractor's authority. |
| Contractor Personnel | all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor engaged in the performance of the Contractor's obligations under this Framework Agreement and/or any Call-Off Contract; |
| Contractor's Tender | means the tender submitted by the Contractor and other associated documentation set out in Schedule 11 (Tender Documents). |
| Core Principles | means the core principles set out in clause 4.1 of this Framework Agreement. |
| Customer | any Potential Customer which enters into a Call-Off Contract with the Contractor; |
| Data Protection Legislation | means: <ul style="list-style-type: none"> (a) the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and any applicable national implementing Laws as amended from time to time; (b) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (c) all applicable Law about the processing of personal data and privacy; and (d) the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party. |
| Direct Award Criteria | means the award criteria to be applied for the award of Call-Off Contracts under the Direct Award Process Contracts as set out in paragraph (a) of Schedule 7 (Selection Process). |
| Direct Award Process | means the Selection Process described as such in paragraph (a) of Schedule 7 (Selection Process). |

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| Direct Award Threshold | means the amount of £150,000. |
| Dispute Resolution Procedure | means the procedure for resolving disputes as set out in Schedule 13 (Dispute Resolution Procedure). |
| EIR | the Environmental Information Regulations 2004 together with any guidance and / or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations and any relevant rulings of the Information Commissioner or of the Courts of England and Wales relating to the EIR. |
| Extended Term | has the meaning given to it in clause 5.2. |
| Fair Payment Charter | means the fair payment charter at Schedule 12 (Fair Payment Charter). |
| Fees Regulations | means The Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004. |
| Financial Standing Criteria | mean the criteria and requirements applied at the tender stage for this Framework Agreement to establish Framework Contractors' financial standing in accordance with Regulation 58 of the Public Contracts Regulations 2015. |
| FOIA | the Freedom of Information Act 2000 including all secondary legislation made under that Act, any guidance and / or codes of practice issued by the Information Commissioner or relevant Government Department, and any relevant rulings of the Information Commissioner or of the Courts of England and Wales relating to the FOIA. |
| Force Majeure | means: <ul style="list-style-type: none"> (a) war, civil war, rebellion, revolution, insurrection, military or usurped power or terrorism; (b) pandemic or epidemic; (c) strikes, riots and civil commotion not confined to the Contractor's or a Contractor Party's employees; (d) nuclear chemical or biological contamination provided that such contamination has not been caused or allowed to occur by act or omission of the Contractor or any Contractor Party; |

- (e) pressure waves caused by devices travelling at supersonic speeds; and
- (f) any change in the Law (save where such change in the Law is specific to a Party and arises from that Party's act or omission);

which directly causes any Party to be unable to comply with all or a material part of its obligations under this Framework Agreement.

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| Framework | the Technical and Professional Services Framework (" SEWTAP "). |
| Framework Agreement | this framework agreement including its recitals, terms and conditions, schedules, attachments thereto and any documents referred to as forming part of it. |
| Framework Contractor(s) | the Contractor and other contractors who have been appointed to any Lot or Lots of the Framework. |
| Framework Management Team | the Authority's internal team responsible for the management of the Framework Agreement. |
| Framework Period | means the Initial Terms and any Extended Term(s). |
| Information | has the meaning given under Section 84 of the Freedom of Information Act 2000. |
| Initial Term | means a period of four (4) calendar years from the Commencement Date. |
| Insolvency Event | <p>the occurrence of any of the following (or any event analogous to the following in a jurisdiction other than England and Wales):</p> <ul style="list-style-type: none"> (a) the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply; or (b) the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or |

more other companies or the solvent reconstruction of the Contractor; or

- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor; or
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Contractor (being a company); or
- (e) the holder of a qualifying floating charge over the assets of the Contractor (being a company) has become entitled to appoint or has appointed an administrative receiver; or
- (f) a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor; or
- (g) the Contractor (being an individual) is the subject of a bankruptcy petition or order or (being a partnership) has a partner to whom the foregoing applies; or
- (h) a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets; or
- (i) any event occurs, or proceeding is taken, with respect to Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; or
- (j) the Contractor suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (k) the Contractor, being a company, is removed from the register by the Registrar of Companies

but a resolution by the Contractor or a court order that the Contractor be wound up for the purpose of a bona fide reconstruction or amalgamation shall not amount to an event of insolvency. In relation to the foregoing, "company" includes a limited liability partnership.

Intellectual Property Rights

all intellectual property rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights), including patents, supplementary protection certificates, petty patents, utility models, trade marks,

database rights, rights in designs, copyrights (including rights in computer software) and topography rights and all rights and forms of protection of a similar nature or having similar effect to any of these which may subsist anywhere in the world, in each case for their full term, and together with any renewals or extensions.

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| Invitation to Tender | means an Invitation to Tender for a Call-Off Contract in accordance with the Mini-Competition process within Schedule 7 (Selection Process). |
| Key Performance Indicators (KPIs) | means the key indicators of performance set out in Schedule 8 against which the Contractor's performance of the Services will be monitored and assessed, and shall be construed to mean the latest agreed version of such KPIs, as reviewed from time to time in accordance with the provisions of this Framework Agreement. |
| Law | <p>means -</p> <ul style="list-style-type: none"> (a) any applicable statute (including any Act or Measure of Senedd Cymru), proclamation, or any delegated or subordinate legislation; (b) any enforceable community right within the meaning of section 2(1) of the European Communities Act 1972 (subject to Brexit); (c) any applicable guidance, direction or determination with which a Party is bound to comply; and (d) any applicable judgment or decision of a court of competent jurisdiction which is a binding precedent, <p>in each case in force in England and Wales, or in Wales alone.</p> |
| Lot(s) | a lot or lots forming part of the Framework, as set out in Schedule 3 (Lots). |
| Management Charge | the management charge payable to a Contract in relation to the provision of Neutral Vendor Services in accordance with Lot 11 and as set out in Schedule 9 (Pricing). |
| Management Information | means the information to be provided pursuant to paragraph 4 of Schedule 8); |
| Management Information Report | means the report to be provided pursuant to paragraph 4 of Schedule 8; |

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| Mandatory Contractor Rebate | means the mandatory 0.45 percent framework management fee payable in accordance with clause 6.10. |
| Mini-Competition Award Criteria | means the award criteria to be applied to tenders received through the Mini-Competition Process as set out in paragraph 5 of Schedule 7 (Selection Process). |
| Mini-Competition Process | means the Selection Process described as such in paragraph 5 of Schedule 7 (Selection Process). |
| Neutral Vendor Project | has the meaning given to it in clause 3.13.1. |
| Neutral Vendor Project Request | means a request for proposals issued by the Contractor to Appointed Provider(s) in relation to potential Neutral Vendor Project incorporating the Potential Customer's objectives and requirements for that Neutral Vendor Project. |
| Neutral Vendor Services | the neutral vendor services to be provided in accordance with a Call-Off Contract awarded under Lot 11. |
| OJEU Notice | means the contract notice dated [insert dated] and reference number [insert reference number] which was published in the Official Journal of the European Union. |
| Parent Company | means the immediate and/or ultimate parent company of the Contractor. |
| PCR 2015 | means the Public Contracts Regulations 2015. |
| Performance Monitoring and Review Regime | means the regime set out in Schedule 8 for monitoring and reviewing the Contractor's performance of the Services in relation to any Call-Off Contracts, including the KPIs. |
| Potential Customer | means any of the Contracting Authorities listed in Schedule 2 (Potential Customers) which may enter into a Call-Off Contract with the Contractor (including any successor body to any of them exercising its or their statutory or public functions (or similar functions)) and " Customers " shall be construed accordingly. |

| | |
|-----------------------------------|---|
| Prices | means the total consideration (exclusive of VAT) to be paid to the Contractor under a Call-Off Contract where the form of contract used is NEC4; |
| Provider Pool | the Contractor's pool of Appointed Providers in accordance with clause 3.12. |
| Provider Questionnaire | the questionnaire set out in Schedule 17 (Provider Questionnaire (Lot 11 only)) |
| Quarter | means a period of three calendar (3) months, the first Quarter commencing on the Commencement Date and thereafter each three calendar months subsequent to that. |
| Representative | a representative appointed by each Party for the purposes of this Framework Agreement as referred to in clause 35.3. |
| Request for Information | shall have the meaning set out in the FOIA or the EIR as relevant (where the meaning set out for the term "request" shall apply). |
| Restricted Person | means any person who has a material interest in the production of tobacco products or alcoholic beverages. |
| Selection Process | the processes to be followed by Potential Customers in entering into Call-Off Contracts, as set out in Schedule 7 (Selection Process). |
| Services | means the Services to be carried out under a Call-Off Contract and as further set out in Schedule 4 (Specification). |
| Specification | means the specification for the Services as further set out in in Schedule 4 (Specification). |
| Term | the Initial Term and any Extended Term. |
| Welsh Language Obligations | means the obligations of the Authority and/or Potential Customers in respect of the use of the Welsh language, whether under any Law, under any Welsh language scheme made under the Welsh Language Act 1993, under any Welsh language standards which apply to the Authority and/or Potential Customers under the Welsh Language (Wales) Measure 2011 (whether or not a compliance notice has been given to the Authority and/or Potential Customers) or any specific obligations in respect of the use of the Welsh language in connection with the delivery of Services which are notified to the Contractor from time to time by the Authority and/or Potential Customers. |

Working Days means a day other than a Saturday or Sunday or a public holiday in Wales.

1.2 In this Framework Agreement unless the context otherwise requires:

- 1.2.1 references to a statute or statutory provision shall be construed as a reference to the same as from time to time amended, consolidated, modified, extended, re-enacted or replaced. Any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- 1.2.2 reference to "Law" shall be construed as a reference to the applicable Law as it may be from time to time amended, consolidated, modified, extended, re-enacted or replaced in consequence of or in relation to Brexit. In particular, references to any applicable Law which derives from EU law shall be construed as a reference to the relevant Law of the UK or of England and Wales which replaces it;
- 1.2.3 words in the singular shall include the plural and vice versa and a reference to a gender shall include a reference to all genders;
- 1.2.4 a reference to a person shall include a reference to a firm, a body corporate or unincorporated association or to a person's executors or administrators;
- 1.2.5 a reference to a clause or schedule shall be a reference to a clause or schedule (as the case may be) of or to this Framework Agreement;
- 1.2.6 the headings are for convenience only and shall not affect the interpretation of any provision of this Framework Agreement.

1.3 The documents which are incorporated into and form part of this Framework Agreement are

- 1.3.1 the Framework Agreement; and
- 1.3.2 schedules thereto

and the Authority and the Contractor accept and agree to be fully bound by, and to perform their respective obligations under, each and all of them.

1.4 If there is any conflict or ambiguity between the clauses of this Framework Agreement and the schedules and/or any appendices, the conflict shall be resolved in accordance with the following order of precedence:

- 1.4.1 the clauses;
- 1.4.2 the schedules; and

- 1.4.3 the appendices.
- 1.5 Without prejudice to the generality of clause 1.3 above, the clauses, schedules and appendices are to be read together and construed so as to be consistent with one another. In the event of any unavoidable conflict, then the conflict shall be resolved in accordance with the order of precedence stated in clause 1.3.
- 1.6 Unless a right or remedy of a party is expressed to be an exclusive right or remedy, the exercise of it by a party is without prejudice to that party's other rights and remedies;
- 1.7 Any phrase introduced by the words "including", "includes", "in particular" or "for example" or similar shall be construed as illustrative and shall not limit the generality of the related general words; and
- 1.8 **"Writing"** or **"written"** includes e-mail or messages via an e-tendering portal (provided that an error-free transmission report is received by the sender and no notification of malfunction or failure of transmission is received by the sender).

Schedule 2

Potential Customers

1 POTENTIAL CUSTOMERS

- 1.1 This Framework Agreement can be used and Call-Off Contracts may be entered into with the Contractor under this Framework Agreement by all Contracting Authorities throughout all administrative regions of the UK (as defined by the Public Contracts Regulations 2015) including but not limited to Government Departments and their Agencies, Non-Departmental Public Bodies, Central Government, NHS Bodies, Local Authorities, Emergency Services, Coastguard Emergency Services, Educational Establishments, Registered Social Landlords and Registered Charities who have a need to purchase the above services (including any successor to any of them in the exercise of their statutory or public functions)

- 1.2 Please see the following websites for further details:-

<http://www.direct.gov.uk/en/DI1/Directories/Localcouncils/index.htm>
<https://www.gov.uk/government/organisations/department-for-education>
<https://www.gov.uk/check-a-university-is-officially-recognised/recognised-bodies>
<http://www.schoolswbedirectory.co.uk/localauthorities.php>
<http://www.ukschoolsdirectory.net>
<https://www.gov.uk/find-school-in-england>
<https://education.gov.scot/ParentZone>
<http://hwb.wales.gov.uk/>
<https://www.education-ni.gov.uk/>
<https://www.gov.uk/government/publications/open-academies-and-academy-projects-in-development>
<http://unistats.direct.gov.uk/institutions/>
<http://www.hefce.ac.uk/workprovide/unicoll/heis/>
<http://www.hefce.ac.uk/workprovide/unicoll/fecs/>
<http://www.nhs.uk/ServiceDirectories/Pages/AcuteTrustListing.aspx>
<http://www.wales.nhs.uk/nhswalesaboutus/structure>
<http://www.scottishambulance.com/TheService/organised.aspx>
<http://www.hscni.net/index.php?link=trusts>
<http://www.scottishambulance.com/AboutUs/HowWeOrganised.aspx>
<http://www.direct.gov.uk/en/DI1/Directories/A-ZOfCentralGovernment/index.htm>
<https://www.gov.uk/government/organisations>
<http://www.northernireland.gov.uk/gov.htm>
<http://www.nidirect.gov.uk/local-councils-in-northern-ireland>
<http://www.scotland.gov.uk/Publications/2012/02/2421/1>
<https://www.communities-ni.gov.uk/contact>
<https://www.finance-ni.gov.uk/articles/list-public-bodies-which-ni-public-procurement-policy-applies>
<https://www.ons.gov.uk/>
<https://www.police.uk/forces/>
<http://www.police-information.co.uk/index.html>

<http://www.psnl.police.uk/index.htm>
<http://www.scotland.police.uk/>
<https://www.gov.uk/government/organisations/maritime-and-coastguard-agency>
<http://www.fireservice.co.uk/information/ukfrs>
<http://www.gov.scot/Topics/archive/law-order/Police/PoliceServiceofScotland>
<http://www.fire.org.uk/fire-brigades.html>
<http://www.nifrs.org/areas-districts/>
<http://www.firescotland.gov.uk/your-area.aspx>
<https://www.gov.uk/government/publications/current-registered-providers-of-social-housing>
<http://directory.scottishhousingregulator.gov.uk/pages/default.aspx>
<https://gov.wales/topics/housing-and-regeneration/publications/registered-social-landlords-in-wales/?lang=en>
<https://www.nidirect.gov.uk/contacts/housing-associations>
http://www.charity-commission.gov.uk/About_us/Regulation/Registering_charities_index.aspx
<http://www.oscr.org.uk/>
<https://idea.org.uk/>
<http://apps.charitycommission.gov.uk/Showcharity/RegisterOfCharities/registerhome page.aspx>
http://www.sell2wales.gov.uk/Search/search_Auth.aspx
<http://www.communities.gov.uk/newsroom/factsandfigures/housingplanning1/facts/socialhousing/?id=1822644>

2 WELSH PUBLIC SECTOR ORGANISATIONS

3 Without prejudice to paragraph 1 above, this Framework arrangement is open for use for all public sector bodies in Wales this includes all local authorities in Wales and any government departments include but not limited to the below authorities (including any successor to any of them in the exercise of their statutory or public functions):

3.1.1 Welsh Government and its sponsored bodies and legal entities (including companies) owned or controlled by it (for example (but without limitation) Transport for Wales, Natural Resources Wales, the National Library of Wales and Cardiff Airport). A list of the bodies falling within this category may be found at <https://gov.wales/topics/improving services/devolution-democracy-delivery/register-of-public-bodies/?lang=en>

3.1.2 Welsh Higher Education bodies as described at <http://www.wales.com/study/universities-wales>

3.1.3 Welsh Further Education Colleges as described at <http://www.collegeswales.ac.uk/Find-a-College>

- 3.1.4 NHS Local Health Boards and NHS Trusts in Wales
- 3.1.5 Welsh Housing Associations/registered social landlords as described at <http://gov.wales/topics/housing-and-regeneration/publications/registered-social-landlords-in-wales/?lang=en>
- 3.1.6 Welsh Local Authorities as described at: <http://gov.wales/topics/localgovernment/unitary-authorities/?lang=en>
- 3.1.7 Schools, sixth-form colleges, foundation schools and academies in Wales (but not independent schools)
- 3.1.8 HM Inspectorate of Schools in Wales (Estyn)
- 3.1.9 The following central government departments, to the extent that they are based in or operate in Wales –
- (a) Cabinet Office
 - (b) Wales Office
 - (c) Department for Business, Energy & Industrial Strategy
 - (d) Ministry of Housing, Communities and Local Government
 - (e) Department for Digital, Culture Media and Sport
 - (f) Department for Education
 - (g) Department for Environment, Food and Rural Affairs
 - (h) Department for Transport
 - (i) Department for Work and Pensions
 - (j) Department of Energy and Climate Change
 - (k) Department of Health and Social Care
 - (l) HM Treasury
 - (m) Home Office
 - (n) Ministry of Justice
 - (o) Ministry of Defence

3.1.10 Agencies or sponsored bodies of the above central government bodies, to the extent that they are based in or operate in Wales, including (but not limited to) –

- (a) Office of National Statistics
- (b) Defence Support Group
- (c) Royal Mint
- (d) Crown Commercial Service
- (e) Driver and Vehicle Licensing Agency (DVLA)
- (f) Maritime and Coastguard Agency

3.2 This framework may also be used by -

3.2.1 Joint Ventures or collaborations between Welsh Local Authorities or any combination of the bodies listed above;

3.2.2 Any successors to any of the above bodies in the exercise of their statutory or public functions, including (without limitation), by reason of abolition, merger, boundary change, replacement or otherwise

4 GENERAL

4.1 The entities described in this Schedule 1 are intended to be entitled to participate in award procedures under the resulting framework and so are identified for the purpose of Regulation 33(5) of the Public Contracts Regulations 2015.

4.2 If another organisation wishes to use this framework, the Contractor must inform the Authority of its engagement before any Call-Off Contract is entered into

Schedule 3
Lots

| Lot No. | Description | No. of Contractors appointed to Framework | Contractors appointed |
|----------------|---|--|------------------------------|
| Lot 1 | Multi-Disciplinary | [] | [TO BE COMPLETED POST-AWARD] |
| Lot 2 | Civil and Highway Engineering Consultants | [] | [TO BE COMPLETED POST-AWARD] |
| Lot 3 | Transportation Consultants | [] | [TO BE COMPLETED POST-AWARD] |
| Lot 4 | Ground and Water Consultancy | [] | [TO BE COMPLETED POST-AWARD] |
| Lot 5 | Estates and Residential Development Professional Services | [] | [TO BE COMPLETED POST-AWARD] |
| Lot 6 | Site Supervision | [] | [TO BE COMPLETED POST-AWARD] |
| Lot 7 | Aviation Consultants | [] | [TO BE COMPLETED POST-AWARD] |
| Lot 8 | Geotechnical Consultants | [] | [TO BE COMPLETED POST-AWARD] |
| Lot 9 | Archaeological/Cultural Heritage Consultancy | [] | [TO BE COMPLETED POST-AWARD] |
| Lot 10 | Master Planning/ Urban Design | [] | [TO BE COMPLETED POST-AWARD] |
| Lot 11 | Neutral Vendor Managed Service | [] | [TO BE COMPLETED POST-AWARD] |

**Schedule 4
Specification**

[TO BE INSERTED]

DRAFT

Schedule 5
Relevant professional qualifications, technical skills and experience

[TO BE INSERTED]

DRAFT

**Schedule 6
Call-Off Contracts**

Part 1

- 1.1 The Authority and/or Potential Customer may at any time require changes to the terms of Call-Off Contracts (prior to the relevant Call-Off Contract being entered into) to reflect changes in best practice within the construction sector or the public sector, changes in Law, project specific requirements or otherwise to reflect experience gained under this Framework Agreement or other related frameworks more generally, provided that any such change must be approved by the Contractor (such approval not to be unreasonably withheld or delayed) before it takes effect for the purposes of this Framework Agreement.

Part 2

Consultancy Call-Off Terms and Conditions [Lots 1 – 10 only]

[SEE SCHEDULE 2(b) OF THE INVITATION TO TENDER]

NEC4 Professional Services Contract [Lots 1 – 11]

[SEE SCHEDULE 2(c) OF THE INVITATION TO TENDER]

Neutral Vendor Managed Services Terms and Conditions [Lot 11 only]

[SEE SCHEDULE 2(d) OF THE INVITATION TO TENDER]

Schedule 7

Selection Process

1 DEFINITIONS

- 1.1 The following definitions will have effect in this Schedule 2 (in addition to the definitions set out in clause 1 of the Framework Agreement):
- 1.1.1 **"Invitation to Tender"** means an invitation to tender in the form set out in Appendix B to this Schedule 7;
 - 1.1.2 **"Proposals"** means the response or tender of a Framework Suppliers in respect of any Selection Process under this Schedule 7;
 - 1.1.3 **"Framework Order Form"** means a request by the Customer to a Framework Contractor substantially in the form set out at Appendix A to this Schedule 7; and
 - 1.1.4 **"Selection Criteria"** means the selection criteria applied at the tender stage for this Framework Agreement to Framework Contractors in accordance with Regulations 57 to 59 of the Public Contracts Regulations 2015.

2 SELECTION PROCESS

- 2.1 Call-Off Contracts will be awarded to Framework Contractors in accordance with the provisions of this Schedule 7. The Selection Process is intended to be compliant with the provisions of regulation 33 of the PCR 2015 in so far as they relate to the award of specific contracts (as defined in the PCR 2015) and is to be construed as being compatible with those provisions.

- 2.2 There are two (2) Selection Processes:

2.2.1 Direct Award Process

- (a) If a Potential Customer can determine that:
 - (i) its requirements can be met by the Framework Contractors without requiring them to develop proposals or solutions; and
 - (ii) all of the terms of the proposed Call-Off Contracts are laid down in the Call-Off Contracts and do not require amendment or any supplementary terms and conditions (other than the inclusion of optional provisions already provided for in the Call-Off Contracts)

then the Potential Customer may award a Call-Off Contract in accordance with the Direct Award Process (but may also award a Call-Off Contract in accordance with the Mini-Competition Process).

The Direct Award Process may also be used where the Potential Customer's requirements are extremely urgent.

2.2.2 Mini-Competition Process

- (a) If the Potential Customer:
 - (i) requires Framework Contractors to develop proposals or solutions in respect of the Potential Customer's requirements; and/or
 - (ii) needs to amend or refine the Call-Off Contract terms to reflect its requirements (to the extent permitted by the Regulations and Guidance)

the Potential Customer shall award the Call-Off Contract in accordance with the Mini-Competition Process.

3 FINANCIAL STANDING CRITERIA

- 3.1 At any stage of a Selection Process a Potential Customer may require Framework Contractors to provide evidence that they currently comply with the Financial Standing Criteria. This may include (but is not limited to) asking all Framework Contractors on the relevant Lot to evidence compliance with the Financial Standing Criteria at the outset of the Selection Process, or asking the successful Framework Contractor at the end of a Selection Process to evidence such compliance prior to award of a Call-Off Contract.
- 3.2 If a Framework Contractor fails to provide evidence that it currently complies with the Financial Standing Criteria, or the evidence provided shows that the Framework Contractor does not currently comply with the Financial Standing Criteria, the Potential Customer may exclude that Framework Contractor from the Selection Process and/or may refuse to award a Call-Off Contract to such Framework Contractor.

4 DIRECT AWARD PROCESS

- 4.1 The Potential Customer shall establish objective and transparent Direct Award Criteria which shall be designed to assess which Framework Contractor in the relevant Lot will provide the best price/quality ratio (i.e. best value for money) in relation to the proposed Services.
- 4.2 The Potential Customer shall apply the Direct Award Criteria to the tender submissions (i.e. the tenders which they submitted at framework competition stage) of the Framework Contractors on the relevant Lot (excluding those who are suspended from the Framework Agreement at that time) who are capable of meeting the Potential Customer's requirements. The Potential Customer must document the process and the reasons for its decision.

- 4.3 On the basis set out above, the Potential Customer will award the Call-Off Contract by submitting a completed Framework Order Form to the successful Framework Contractor in accordance with paragraph 6 below.
- 4.4 If the Framework Contractor chosen by the above methodology is unable to accept the Call-Off Contract for any reason then the Potential Customer may award the Call-Off Contract to the next highest-placed Framework Contractor under the above methodology (and if that Framework Contractor is unable to accept the Call-Off Contract for any reason, the steps under this paragraph may be repeated as often as necessary or the Selection Process may be abandoned).
- 4.5 The Potential Customer shall notify its decision to all Framework Contractors on the relevant Lot including the Direct Award Criteria used and the reasons for its decision.
- 4.6 The Potential Customer shall hold a voluntary 10-day standstill period before entering into the Call-Off Contract with the chosen Framework Contractor.

5 MINI-COMPETITION PROCESS

- 5.1 Invitations to Tender will be issued to those Framework Contractors within the relevant Lot or Lots to which the Call-Off Contract relates (subject to clauses 7.4 to 7.11 of the Framework Agreement and excluding those who are suspended from the Framework Agreement at that time) an Invitation to Tender (including a copy of the proposed Call-Off Contract).
- 5.2 The primary objective of the Mini-Competition Process is to award the Call-Off Contract to the Framework Contractor which provides the best price / quality ratio (best value for money) tender in response to an Invitation to Tender. The Customer may run the Mini-Competition Process in two stages and, if so, will provide further details in the Invitation to Tender.
- 5.3 The objective criteria for determining which tender is the most economically advantageous will be determined by the Potential Customer and set out in the Invitation to Tender, within the ranges set out in Appendix C to this Schedule 7 (the "**Mini-Competition Award Criteria**"). The Potential Customer may also include, as part of the Mini-Competition Process, further elements such as interviews, reviews of exemplar projects, references, additional KPIs etc, provided that the same are disclosed in advance (with any applicable weightings) in the Invitation to Tender.
- 5.4 The specification or scope for the Services will be produced by the Potential Customer and issued to the Framework Contractor in the Invitation to Tender.
- 5.5 Except in cases of genuine urgency, the Potential Customer will allow a period of at least ten (10) Working Days before the deadline for return of Proposals, and will clearly state in the Invitation to Tender or documentation issued with it:
- 5.5.1 the date and time of the deadline for return of Proposals;

- 5.5.2 the name and contact details of the person nominated by the Potential Customer to deal with any queries concerning the Invitation to Tender;
 - 5.5.3 the address or web portal to which the Proposals should be submitted and the mode of and requirements for submission; and
 - 5.5.4 the required format of the Proposal (including but not limited to numbers of hard or electronic copies) and any other conditions to be imposed by the Customer.
- 5.6 The Potential Customer may extend the tender period upon giving notice in writing to the Framework Contractors of the relevant Lot or Lots.
- 5.7 Proposals received after the tender period, or which fail to comply with any conditions imposed by the Potential Customer in accordance with paragraph 5.5 above, will automatically be excluded unless the delay or non-compliance was due to the act or omission of the Potential Customer or the failure of any electronic system designated by the Potential Customer for the receipt of tenders (but not including any failure of or by the Framework Contractor's own systems).
- 5.8 Neither an Invitation to Tender, nor a Proposal by a Framework Contractor, nor any acceptance by the Authority or Potential Customer of such Proposal, constitutes a contract or a promise, offer or acceptance of a contract. No contractual relations or other enforceable rights shall come into being between the Potential Customer and the Framework Contractor in respect of the Services until a Call-Off Contract is entered into by both parties. The Potential Customer reserves the right to terminate the Selection Process at any stage for any reason and shall not be liable to the Supplier for any loss or damage whatsoever (including but not limited to wasted costs of tender or loss of anticipated profits) which arise or are incurred as a result of such termination.
- 5.9 The Potential Customer shall apply the Mini-Competition Award Criteria to the Framework Contractors' compliant Proposals it receives and shall use the Mini-Competition Award Criteria as the basis of its decision to award a Call-Off Contract.
- 5.10 The Potential Customer shall award the Call-Off Contract on the basis set out above and shall place a Framework Order Form in accordance with paragraph 6 below.
- 5.11 If the Framework Contractor chosen by the above methodology is unable to accept the Call-Off Contract for any reason then the Potential Customer may award the Call-Off Contract to the next highest-placed Framework Contractor under the above methodology.
- 5.12 The Potential Customer shall notify its decision to all Framework Contractors on the relevant Lot including the Direct Award Criteria used and the reasons for its decision.
- 5.13 The Potential Customer shall hold a voluntary 10-day standstill period before entering into the Call-Off Contract with the chosen Framework Contractor

6 MINI-COMPETITION – LOT 11

- 6.1 This paragraph 6 supplements paragraph 5 above and shall apply in addition to paragraph 6 where the Mini-Competition Selection Process relates to Lot 11 (Neutral Vendor Managed Services).
- 6.2 Where the Mini-Competition Selection Process relates to Lot 11 (Neutral Vendor Managed Services), the Potential Customer will provide in the Invitation to Tender its requirement for the Neutral Vendor Project.
- 6.3 The Contractor shall, prior to submitting its Proposals, prepare a Neutral Vendor Project Request send the Neutral Vendor Project Request to suitable Appointed Providers and invite such Appointed Provider(s) to respond to the Contractor.
- 6.4 The Contractor shall provide to the Potential Customer in its Proposal a transparent breakdown of the proposals from the Appointed Providers together with its assessment of the quality and value for money of each proposal and its recommendations. The Contractor shall remain neutral and impartial in its recommendations of Approved Providers to the Potential Customer, but should take regard, amongst other things, to:
- 6.4.1 the cost of each such proposal;
 - 6.4.2 the skills and experience of each Approved Provider;
 - 6.4.3 the performance of the Approved Provider on other Neutral Vendor Projects; and
 - 6.4.4 feedback received from other Potential Customers in relation to other Neutral Vendor Projects.
- 6.5 The Proposal also must include:
- 6.5.1 the Contractor's proposed charge for the Neutral Vendor Project, which must not be greater than the price agreed between the Contractor and each Appointed Provider plus the Management Charge;
 - 6.5.2 confirmation that the form of Call-Off Contract proposed by the Potential Customer in the Invitation to Tender is suitable and accepted by the Contractor; and
 - 6.5.3 details of the form of Provider Contract that the Contractor proposes to enter into with the Approved Provider.

7 FRAMEWORK ORDER FORM

- 7.1 Subject to paragraphs 4 and 5 above, each Potential Customer may call-off Services with a Framework Contractor by sending a completed Framework Order Form to that Framework Contractor.

- 7.2 Where a Framework Contractor upon the receipt of a completed Framework Order Form confirms that it is able to provide the Services set out in the Framework Order Form, the Potential Customer and Framework Contractor shall enter into the relevant Call-Off Contract.

Appendix A Framework Order Form

Lot ☐

Request dated ☐

Reference number ☐

Customer ☐

Person and contact details for communications to the Customer ☐

(or as otherwise advised from time to time by the Customer)

Name of Framework Contractor ☐

Brief Description of Services ☐

Anticipated Contract Value ☐

We refer to the Framework Agreement between you (the Framework Contractor) and the County Council of the City and County of Cardiff dated ☐. The Customer wishes to appoint you the Framework Contractor to perform the Services referred to above as more particularly described (and on the basis set out) in the details attached, under a Call-Off Contract to be based on the Call-Off Contract form indicated below.

Form of Contract:

☐ [NEC4 Professional Services Contract]

☐ [Consultancy Services Agreement]

☐ [Neutral Vendor Services Agreement]

☐ [State form of contract and any standard amendments]

Acceptance

Please confirm your wish to accept this Call-Off Contract within [two (2)] Working Days of the date of this notice by signing and returning this Order Form. If you fail to do so within that period we may offer the Call-Off Contract to another Framework Contractor.

Signed on behalf of the Customer

.....

We confirm our intention to enter into this Call-Off Contract on the terms set out above.

Signed on behalf of the Contractor

.....

by (name printed).....

Position

Date

Appendix B

Mini-Tender Process

Invitation to tender in a mini competition

Lot [•]

Invitation dated [•]

Potential Customer [•]

Person and contact details for communications to the Potential Customer [•]

(or as otherwise advised from time to time by the Potential Customer)

Name of Framework Contractor [•]

Brief description of Services [•]

Anticipated Contract Value [•]

We refer to the Framework Agreement between you the Framework Contractor and the County Council of the City and County of Cardiff dated [insert date]. The Potential Customer invites you to participate in a mini competition for the Services referred to above as more particularly described (and on the basis set out in) the attached documents.

The date and time of the deadline for return of Proposals:

[•]

The address or web portal to which the Proposals should be submitted and the mode of and requirements for submission are as follows:

[•]

The required format of the Proposal is as follows:

[•]

Form of Call-Off Contract:

The Call-Off Contract is to be based on the form indicated below -

[NEC4 Professional Services Contract]

[Consultancy Services Agreement]

[Neutral Vendor Services Agreement]

[State form of contract and any standard amendments]

Award Criteria

Your Proposals will be evaluated using the criteria (and in the way) set out in Appendix C of Schedule 7 of the Framework Agreement as varied or added to so as to be specific to the Services which are the subject of this Invitation to Tender. These are as follows

[set out full list of award criteria and weightings to be used]

Acceptance

Please confirm your wish to compete for this Call-Off Contract within **two (2)** Working Days of the date of this notice by signing and returning this Invitation. If you fail to do so within that period you may be excluded from the competition.

Contract

You acknowledge that we are not obliged to enter into a Call-Off Contract with you and, unless expressly agreed to the contrary, no legally binding contract shall arise between us until a formal Call-Off Contract is executed by each of us and completed.

Signed on behalf of the Potential Customer

.....

We confirm our intention to submit a tender on the terms set out above.

Signed on behalf of the Framework Contractor

.....

by (name printed).....

Position.....

Date.....

Appendix C

Objective criteria for selection and method of selection in the mini competition

The Potential Customer will select criteria from among the following evaluation criteria (but may add additional detailed requirements or sub-criteria within them, provided that the applicable weightings are specified):

Quality / Technical

[insert]

Price

[insert]

The relevance and importance of each of the above will be considered by the Potential Customer on a contract by contract basis. The specific criteria and weighting applicable to them, together with any relevant evaluation methodologies, shall be set out in the Invitation to Tender.

Prescribed ranges of the Quality / Technical and Price criteria

The following weightings may be applied as between Quality / Technical and Price criteria:

80% Price and 20% Quality / Technical

80% Price and 20% Quality / Technical

70% Price and 30% Quality / Technical

60% Price and 40% Quality / Technical

50% Price and 50% Quality / Technical

40% Price and 60% Quality / Technical

30% Price and 70% Quality / Technical

20% Price and 80% Quality / Technical

Schedule 8

Performance Monitoring

Part 1

1 KEY PERFORMANCE MONITORING ("KPIs")

- 1.1 The KPIs will be as set out at Part 2 to this Schedule 8 or as agreed from time to time between the Parties in accordance with the provisions of this Schedule 8.
- 1.2 The Contractor agrees –
- 1.2.1 that its performance will be measured against the KPIs and that it will fully co-operate with and assist the Authority in operating the Performance Review and Monitoring Regime in this Schedule 8
 - 1.2.2 that it will strive to achieve the KPIs;
 - 1.2.3 that it will seek continuously to improve its performance in meeting the KPIs;
 - 1.2.4 that it will provide reports on its performance against the KPIs in accordance with the provisions of this Schedule 8;
 - 1.2.5 that it will participate in performance review meetings as set out in Schedule 8 or as agreed from time to time; and
 - 1.2.6 to review from time to time with the Authority the appropriateness of the KPIs and any associated targets and (by agreement) change them as appropriate.
- 1.3 In carrying out the activities set out in paragraph 1.1 above, the Contractor will act in a spirit of transparency, partnering and collaboration with the Authority, and in particular will not withhold or conceal (or seek to withhold or conceal) any relevant information from the Authority concerning this Framework Agreement, any Call-Off Contract, or the Contractor's performance against the Key Performance Indicators.

2 PROVISION OF KPI INFORMATION

- 2.1 The Contractor will commit to the completion and submission of the KPIs to the Authority's Framework Management Team within 14 calendar days, following the completion of provision of Services under every Call-Off Contract when requested by the Authority. The Contractor will answer all questions fully and completely and in particular, in accordance with the obligations set out at paragraph 1.3 above.
- 2.2 The Authority may alter the format or content of the questionnaire from time to time.
- 2.3 If the Contractor has not yet been awarded a Call-Off Contract, a nil return may be provided.

- 2.4 The Contractor commits to reporting on a monthly basis the status of all awarded Call-Off Contracts.

3 KPI REPORT

- 3.1 The Contractor shall provide on a six (6) monthly intervals (or such others as the Authority may stipulate from time to time) a report to the Authority setting out its aggregate performance of the Services against the KPIs (a "**KPI Report**"). The Authority may provide a template KPI Report to the Contractor and, if so, the KPI Report shall be substantially in the form of that template.

4 MANAGEMENT INFORMATION REPORT

- 4.1 The Contractor shall complete and provide on a quarterly basis to the Authority a Management Information Report in the form agreed with the Authority. The first Management Information Report shall be provided to the Authority within 10 Working Days of the expiry of the first Quarter.
- 4.2 Without prejudice to the above, the Contractor shall provide such Management Information as the Authority may request from time to time within seven (7) Working Days of the date of the request. The Contractor shall supply the Management Information to the Authority in such form as may be specified by the Authority.
- 4.3 The Authority may make changes to the Management Information Report and/or the type of Management Information which the Contractor is required to supply and shall give the Contractor at least one (1) month's written notice of any changes.

5 MEETINGS

- 5.1 The Contractor will, at its own cost, attend monitoring meetings with the Authority on dates to be advised by the Authority or upon reasonable notice (which may be at short notice) and at least once every six (6) months. The purpose of such meetings will be to review performance against the KPIs, discuss Management Information, assess the performance of the Services, resolve any issues or disputes, discuss continuous improvement and community benefits and any related matters. The Contractor shall ensure that the Contractor's Representative shall attend such meetings.
- 5.2 Such meetings may be held one-to-one or (at the Authority's discretion) collectively with other Framework Contractors. If meetings are to be held with other Framework Contractors, information or material which the Contractor reasonably designates as confidential will not be disclosed to, or discussed in the presence of, other Framework Contractors.
- 5.3 The Contractor will attend any workshops notified by the Authority in relation to specific improvement initiatives. These are not likely to exceed one per year.

- 5.4 The Authority may also (at its discretion) require the Contractor to attend such other meetings as the Authority deems appropriate to address any specific performance issues.
- 5.5 The Contractor will, at its own cost, attend meetings with Potential Customer(s) or Customer(s) on dates advised by the relevant Potential Customer(s) or Customer(s) or upon reasonable notice (which may be at short notice) to review performance in relation to Call-Off Contracts and any related matters.

6 COMPLAINTS

- 6.1 The Contractor shall ensure that it has in place throughout the Framework Period a robust and auditable complaints procedure for logging, investigating, managing, escalating and resolving complaints initiated by the Authority and/or Potential Customer or Customers.
- 6.2 The Contractor's complaints procedure will comply with the following:
- 6.2.1 all complaints will be logged and acknowledged within twenty-four (24) hours of receipt;
 - 6.2.2 all complaints will be resolved within ten (10) Working Days of the original complaint being made, unless otherwise agreed with the Authority, Potential Customer or Customers (as applicable);
 - 6.2.3 all complaints will be recorded, together with the actions and timescales taken to resolve the complaint; and
 - 6.2.4 the Contractor will analyse and identify any pattern of complaints and bring these to the attention of the Authority and/or Potential Customer during meetings and in the Management Information Report.
- 6.3 The Contractor will have in place an escalation route for any complaints that have not been resolved within the specified timescales. Any complaint not resolved may be referred to the Dispute Resolution Procedure.
- 6.4 The Contractor will provide the Potential Customers with one consolidated report per Quarter, for the Framework Period, capturing all complaints detailed by the Potential Customers. These reports will include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint and any changes to the programme and learning from experience.

7 REMEDIATION PLAN PROCESS

- 7.1 If the Contractor –
- 7.1.1 materially breaches or fails to comply with any provision of this Schedule 8;

- 7.1.2 materially breaches or fails to comply with any requirement or standard set out in the KPIs; and/or
- 7.1.3 breaches or fails to comply (whether material or not) with any provision of this Schedule 8 and its accompanying annexes and/or any requirement or standard set out in the KPIs,

(each of the above a **“Service Failure”**) then the Authority may exercise any of the rights and remedies set out in paragraphs 7.2 to 7.9 (inclusive) below of this Schedule, together referred to as the **“Remediation Plan Process”**, without prejudice to any other rights and remedies which it may have, and in particular without prejudice to either Party’s right to refer matters to the Dispute Resolution Procedure.

- 7.2 If a Service Failure occurs which is capable of remedy, the Authority may give a notice (a **“Remediation Notice”**) to the Contractor which shall specify the Service Failure in reasonable detail and (if appropriate) the actions the Contractor needs to take with respect to remedying the Service Failure.
- 7.3 Within ten (10) Working Days of receipt of a Remediation Notice, the Contractor shall either:
 - 7.3.1 submit a plan (**“Remediation Plan”**) in draft, even if it disputes that it is responsible for the matters which are the subject of the Remediation Notice; or
 - 7.3.2 inform the Authority that it does not intend to submit a Remediation Plan, in which event the Authority shall be entitled to serve a termination notice under this Framework Agreement (a **“Termination Notice”**).
- 7.4 The Authority shall either approve the draft Remediation Plan within ten (10) Working Days of its receipt, or it shall inform the Contractor why it cannot accept the draft Remediation Plan (a **“Non-Acceptance Notice”**). In such circumstances, the Contractor shall address all such concerns in a revised Remediation Plan, which it shall submit to the Authority within five (5) Working Days of its receipt of the Authority’s comments. If no Non-Acceptance Notice is given within ten (10) Working Days of receipt, of the Contractor’s draft Remediation Plan, the draft Remediation Plan shall be deemed to be agreed.
- 7.5 If, despite the measures taken under paragraph 7.4 above a Remediation Plan cannot be agreed within thirty (30) Working Days of the Authority’s original Remediation Notice, then the Authority may elect to serve a Termination Notice.
- 7.6 Once agreed, the Contractor shall immediately start performing or complying with the actions or behaviours set out in the Remediation Plan.
- 7.7 If a Remediation Plan is agreed between the Parties, but the Contractor fails to implement or successfully complete the Remediation Plan by the date or dates set out in the Remediation Plan for completion, the Authority may (at its sole discretion):

- 7.7.1 terminate this Framework Agreement by serving a Termination Notice; or
 - 7.7.2 give the Contractor a further opportunity to resume full implementation of the Remediation Plan; or
 - 7.7.3 escalate any issues arising out of the failure to implement the Remediation Plan to the appropriate person in the Contractor's organisation under the Dispute Resolution Procedure.
- 7.8 If, despite the measures taken under paragraph 7.7 above, the Contractor fails to implement the Remediation Plan in accordance with its terms, the Authority may elect to serve a Termination Notice.
- 7.9 The Authority may (at its discretion) choose not to follow the Remediation Plan Process if there is a repetition of substantially the same Service Failure as had previously been addressed in a Remediation Plan within a period of six (6) months following the conclusion of such previous Remediation Plan. In such event, the Authority may serve a Termination Notice.

Part 2
KPIs

[TO BE INSERTED FROM SPECIFICATION PRIOR TO CONTRACT EXECUTION]

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Schedule 9
Pricing

[TO BE INSERTED]

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Schedule 10
Key Personnel

| Name | Role and contact details |
|------|--------------------------|
| | |
| | |
| | |

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Schedule 11
Tender Documents

Part 1
Invitation to Tender

[TO BE INSERTED]

Part 2
Contractor's Tender

[TO BE INSERTED]

DRAFT

Schedule 12

Fair Payment Charter

The Contractor as part of its tender for this Framework has signed and agreed to the Fair Payment Charter, a copy of which is annexed below.

"We" "our" and "us" are to be construed as references to the Contractor.

References to "supply chain" in this Schedule 12 mean sub-contractors (of any tier) including professional advisers and suppliers and "supply chain contract" means any contract with such persons or entities.

Fair Payment

Fair and transparent payment practices are an essential underpinning to achieving successful integrated working on projects.

In working with each other in good faith and in a spirit of mutual trust and respect, we agree that for all Call-Off Contracts entered into pursuant to this Framework Agreement we will meet the 'Fair Payment' commitments set out below:

- Members of the Contractor's supply chain have the right to receive correct full payment as and when due. Deliberate late payment or unjustifiable withholding of payment is ethically not acceptable;
- 'Fair Payment' will apply equally between the Customer and the Contractor and throughout the Contractor's supply chain;
- The process will be transparent in order that members of the supply chain have certainty of how much and when they will be paid;
- Customers, where appropriate, will operate relevant Call-Off Contracts on an "Open Book" basis and the Contractor will comply with and support this;
- The correct payment will represent the work properly carried out, or products supplied, in accordance with the relevant supply chain contract. Any Customer arrangements for retention will be replicated on the same contract terms throughout the supply chain. Any withholding of payment due to defects or non-delivery will be proportionate and demonstrably justified in line with arrangements made in the relevant Call-Off Contract;
- To ensure effective and equitable cash flow for all those involved, all supply chain contracts will provide for regular payments and have payment periods not exceeding 30 days;
- In order to avoid payment delays, the Customer and the Contractor will agree payment procedures at the outset of their Call-Off Contracts. Payment will be through electronic BACS transfer and will apply throughout the supply chain; and

- Monitoring and auditing and problem resolution procedures will be agreed between the parties.

FAIR PAY CHARTER

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/306906/construction-supply-chain-payment-charter.pdf

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Schedule 13

Dispute Resolution Procedure

1 APPLICATION AND GENERAL PRINCIPLES

- 1.1 The procedure set out in this Schedule (the "**Dispute Resolution Procedure**") shall apply to any dispute, claim or difference ("**Dispute**")
- 1.1.1 between the Contractor and the Authority arising out of or relating to this Framework Agreement; and
 - 1.1.2 between the Contractor and any Customer arising out of or relating to any Call-Off Contract.
- 1.2 This Dispute Resolution Procedure sets out the intention of the Parties to act in a collaborative manner and in a spirit of partnership in seeking to resolve Disputes at the earliest stage possible and it is the intention of the Parties that it should be adhered to. However, for the avoidance of doubt, this Dispute Resolution Procedure is not intended to curtail or delay in any way any Party's right to commence adjudication at any time in respect of a Dispute. The Parties may seek any interim or interlocutory relief from the courts of England and Wales at any time.
- 1.3 Unless otherwise agreed, all negotiations connected with the Dispute shall be in confidence and without prejudice to the rights of the Parties in any future proceedings. If at any point the Parties reach agreement on the resolution of a Dispute or any part of a Dispute, it shall be set out in writing and signed by the authorised Representatives of both Parties. Such resolution shall from that point on be binding on the Parties and may be referred to as evidence of their agreement.

2 NOTICE

- 2.1 If a Dispute arises, the Party who wishes to raise it (the "**Claiming Party**") must give notice (a "**Dispute Notice**") to the other Party (the "**Responding Party**") as soon as reasonably possible after becoming aware of the circumstances giving rise to the Dispute. The Dispute Notice must specify in reasonable detail:
- 2.1.1 the relevant facts giving rise to the Dispute;
 - 2.1.2 any contractual obligation or other applicable legal duty which the Claiming Party asserts has been or will be breached; and
 - 2.1.3 the remedy or action requested by the Claiming Party.

3 NEGOTIATION

- 3.1 Subject to paragraph 1.2 above, if a Dispute arises between the parties at any time, such Dispute shall first be referred to the Parties' Representatives (under either the Framework Agreement or the Call-Off Contract, as applicable). The Parties' Representatives shall be identified in the Framework Agreement or the Call-Off Contract or notified by each Party to the other from time to time.
- 3.2 The Parties' Representatives shall meet without prejudice within five (5) Working Days of receipt of the Dispute Notice by the Responding Party and they shall attempt in good faith to resolve such Dispute. Any decision jointly made by the Parties' Representatives shall be final and binding unless the Parties otherwise agree, once it has been recorded in writing and signed by each Representative in accordance with paragraph 1.3.
- 3.3 Subject to paragraph 1.2 above, if the Parties' Representatives have failed to resolve any Dispute within ten (10) working days of receipt of the Dispute Notice by the Responding Party, the dispute shall be referred to the Chief Executive of the Customer and the Managing Director of the Contractor (together referred to as "**Senior Management**") or their nominees, who shall within five (5) Working Days of the Dispute being referred to them meet without prejudice and attempt in good faith to resolve such Dispute. Any decision jointly made by Senior Management shall be final and binding unless the Parties otherwise agree, once it has been recorded in writing and signed by each Representative in accordance with paragraph 1.3.
- 3.4 Any Party may nominate a deputy to attend in the place of the Senior Management representatives, provided that such deputy must be duly authorised to agree a resolution of the Dispute.

4 MEDIATION

- 4.1 If the Dispute cannot be resolved by negotiation in accordance with paragraph 3 of this Schedule ("**Negotiation**"), the Dispute shall be referred to mediation pursuant to the procedure set out in this paragraph 4 ("**Mediation**") unless any Party, acting reasonably, considers that the Dispute is not suitable for mediation.
- 4.2 For the avoidance of doubt, nothing in this Schedule shall be taken to exclude or limit the rights of any Party to make such applications (including but not limited to applications as to costs) as it sees fit in any proceedings, relating to the conduct of the other Party and in particular any decision made under paragraph 4.1 above.
- 4.3 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 4.3.1 a neutral mediator (the "**Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request from one Party to the other or if the Mediator agreed upon is unable

or unwilling to act, either Party may apply to Centre for Effective Dispute Resolution ("**CEDR**"), International Dispute Resolution Centre, 70 Fleet Street, London EC4Y 1EU to appoint a Mediator and the mediation shall be conducted in accordance with the rules and procedures of the CEDR Group. If the CEDR Group is unable or unwilling to nominate a Mediator then any Party may (subject to obtaining the consent of the other(s)) approach an alternative reputable mediation body.

- 4.3.2 The Parties shall within ten (10) Working Days of the Mediator's appointment discuss and agree with the Mediator a programme for the exchange of all relevant information and the procedure to be adopted for the mediation. Either Party may ask the Mediator to give guidance on a suitable programme for information exchange and / or mediation procedure.
- 4.3.3 If Mediation fails to achieve a resolution of the Dispute or any part of it, any Party may ask the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Dispute without the prior written consent of the other Party.

4.4 Subject to paragraph 4.1 above, a Party may not commence any action in Arbitration or the courts until the mediation procedure set out in this paragraph 4 has been completed.

5 ADJUDICATION

5.1 Where any Party is entitled under the Housing Grants Construction and Regeneration Act 1996 (as amended in accordance with Part 8 of the Local Democracy, Economic Development and Construction Act 2009) to commence adjudication (but not otherwise), such Party may by notice to the other refer the Dispute to adjudication in accordance with the Adjudication Procedure set out in paragraphs 6, 7, 8 and 9 of this Schedule.

6 ADJUDICATION PROCEDURE

6.1 Any Party may give notice (a "**Notice of Adjudication**") at any time of its intention to refer a Dispute to the Adjudication Procedure. The Adjudicator shall be appointed by agreement of the Parties or in the absence of agreement, any Party may approach the Chartered Institute of Arbitrators with the object of securing the appointment of an Adjudicator and referral of the dispute to him within seven (7) days of the Notice of Adjudication.

6.2 The Adjudicator shall act in accordance with the procedure set out in this paragraph 6.

6.3 The Party who has served a Notice of Adjudication (the "**Referring Party**") shall, not later than seven (7) days after service of a Notice of Adjudication, refer the Dispute to the Adjudicator (the "**Referral Notice**").

6.4 The Referral Notice shall:

- 6.4.1 refer to this paragraph 6.4;
- 6.4.2 include a statement of the Referring Party's case including a summary of the nature, background and extent of the Dispute and the issues arising, not to exceed twenty (20) sides of A4 paper;
- 6.4.3 include copies of documents which the Referring Party considers have an important and direct bearing on the Dispute and are referred to in the Referring Party's statement of case under paragraph 6.4.2 above and are necessary by way of supplementation of such statement (subject to there being a maximum limit of three (3) lever arch files);
- 6.4.4 set out the relief, remedy or recourse the Referring Party seeks; and
- 6.4.5 be copied simultaneously to the other Party (the "**Recipient Party**").
- 6.5 The Recipient Party may submit to the Adjudicator a response to the Referral Notice (the "**Response**"), no later than ten (10) Working Days from the date of service of the Referral Notice on the Adjudicator.
- 6.6 The Response shall:
- 6.6.1 refer to this paragraph 6.6;
- 6.6.2 include a statement of the Recipient Party's case not to exceed twenty (20) sides of A4 paper;
- 6.6.3 include copies of documents which the Recipient Party considers have an important and direct bearing on the Dispute and are referred to in the Recipient Party's statement of case under paragraph 6.6.2 above and are necessary by way of supplementation of such statement (subject to there being a maximum limit of three (3) lever arch files); and
- 6.6.4 be copied simultaneously to the Referring Party.
- 6.7 Any adjudication commenced pursuant to the Adjudication Procedure shall continue notwithstanding any failure by any Party to take part.
- 6.8 The Adjudicator shall be entitled to obtain such advice and / or assistance as in his reasonable discretion he considers necessary and / or desirable so as to more effectively and efficiently determine the Dispute. Where he takes such advice and / or assistance, he shall notify both Parties in advance of the persons who are requested to provide him with such advice or assistance and shall allow both Parties an opportunity to make representations on the advice or assistance received before making his decision.

6.9 The Adjudicator shall deliver a written reasoned decision (the "**Adjudicator's Decision**") on the Dispute:

6.9.1 within twenty-eight (28) days of the date of service of the Referral Notice on the Adjudicator; or

6.9.2 up to forty-two (42) days after the date of service of the Referral Notice on the Adjudicator, if the Referring Party so consents; or

6.9.3 within such longer period as is agreed by the Parties after the Referral Notice has been served.

6.10 The Adjudicator's Decision shall be Binding (as defined in paragraph 6.13 below) and unless either Party notifies the other within forty-five (45) Working Days of the date of the Adjudicator's Decision of their intention to commence arbitration proceedings relating to the Dispute which forms the subject matter of the Adjudicator's Decision, the Adjudicator's Decision shall be Conclusive (as defined in paragraph 6.14 below).

6.11 The Parties shall each bear their own costs of the Adjudication Procedure.

6.12 The Adjudicator shall be entitled to determine responsibility for the costs, fees and expenses of the Adjudicator in the Adjudicator's Decision. Where no such determination is made, the Parties shall share such costs, fees and expenses equally.

6.13 "**Binding**" means in relation to an Adjudicator's Decision that such a decision shall be acted upon by the Parties and shall be binding and enforceable as between them for the purposes of this Framework Agreement until and save to the extent that the relevant Dispute is finally determined by Arbitration, legal proceedings or by agreement of the Parties.

6.14 "**Conclusive**" means in relation to an Adjudicator's Decision that such a decision is conclusive of the respective rights and obligations of the Parties and shall not be challenged further by either Party pursuant to the Dispute Resolution Procedure or otherwise in respect of the specific Dispute in question.

7 CONDUCT OF THE ADJUDICATOR

7.1 In relation to the Adjudication Procedure the Adjudicator shall conduct his determination in such manner as he shall in his sole and unfettered discretion see fit, provided that he acts impartially and all written communications to and from him and any Party shall be copied to the other Party. The Adjudicator shall not, without giving that other Party an opportunity to attend on not less than two (2) Working Days' notice, conduct any oral hearing or otherwise discuss the issues in Dispute with a Party other than in the presence of the other. The Adjudicator may act inquisitorially and may take the initiative in ascertaining the facts and the law relevant to the Dispute.

7.2 The Adjudicator shall be entitled to correct the Adjudicator's Decision so as to remove a clerical or typographical error arising by accident or omission within five (5) Working Days of publication of the Adjudicator's Decision.

8 LIABILITY

8.1 In relation to the Adjudication Procedure, neither the Adjudicator nor his employees or agents shall be liable for anything done or omitted in the discharge or purported discharge of his or their functions unless the act or omission is in bad faith.

9 ADJUDICATOR NOT TO ACT AS ARBITRATOR

9.1 In relation to the Adjudication Procedure, the Adjudicator shall act as adjudicator and not as an arbitrator.

9.2 The Adjudicator will make all decisions in accordance with the terms of this Framework Agreement and the governing law. Where a matter in this Framework Agreement is to be resolved pursuant to the Dispute Resolution Procedure but it is not possible for the Adjudicator to make a decision by reference to the terms of this and the governing law, the Adjudicator will reach such decision as is fair and reasonable and as complies with governing law taking into account the intentions of the Parties in entering into this Framework Agreement and in all of the circumstances that the Adjudicator believes are relevant to enable such a decision to be made.

9.3 The Parties agree that the Adjudicator may open up, review and revise any opinion, decision, certificate, account, requirement or notice given pursuant to this Framework Agreement and which is related to the Dispute and to determine all matters in dispute which shall be submitted to him as if no such opinion, decision, certificate, account, requirement or notice had been given.

9.4 Save in respect of the Dispute to which the decision of the Adjudicator relates, no decision of the Adjudicator (including in respect of any matter of interpretation of this Framework Agreement) shall be Binding or Conclusive on the parties or an Adjudicator in relation to any other Dispute.

10 ARBITRATION

10.1 Any Dispute not resolved by any of the above means shall be referred to be determined in accordance with the provisions of the Arbitration Act 1996 by a sole arbitrator save for –

10.1.1 a Dispute which is currently subject to Negotiation or Mediation; or

10.1.2 a Dispute which is currently subject to the Adjudication Procedure; or

10.1.3 a Dispute in respect of which an Adjudicator's Decision has been given but in respect of which notice in accordance with paragraph 6.10 has not been served within the requisite time period; or

10.1.4 a dispute in connection with the enforcement of an Adjudicator's Decision.

The Arbitration procedure to be used is the current Construction Industry Model Arbitration Rules (CIMAR).

10.2 For the purposes of this paragraph 10 "**Joined Party**" and "**Joined Parties**" means:

10.2.1 any Party who has entered in this Framework Agreement or has been appointed under the terms of a Call-Off Contract;

10.2.2 any person, firm or entity which has signed an agreement which incorporates this Dispute Resolution Procedure by reference; or

10.2.3 any person, firm or entity which has signed any other agreement to be bound by this paragraph 10.

10.3 The Joined Parties shall be bound, each to each other, by the arbitration clause in this paragraph 10. Each Joined Party agrees that it may be joined as an additional party to an arbitration involving Joined Parties. Any reference in this paragraph 10 to a "Party" or "Parties" shall be deemed to include (where context requires) any Joined Party or Joined Parties.

10.4 Any Party may, either separately or together with any other Party, initiate arbitration proceedings pursuant to this clause by serving a written notice (an "Arbitration Notice") requiring another to agree to the appointment of an arbitrator.

10.5 If the Parties fail to agree within ten (10) Working Days of receipt of the Arbitration Notice on the appointment of an arbitrator, the Parties may approach the Chartered Institute of Arbitrators and request them to appoint an arbitrator. Such appointment by the Chartered Institute of Arbitrators shall be binding upon the Parties.

10.6 The arbitrator's appointment shall take effect upon his agreeing to act, whether or not his terms have been accepted.

10.7 Each Party may submit claims, counterclaims or cross claims against any other Party, irrespective of whether either such Party was named as a Party in an existing Arbitration Notice, counterclaim or cross claim provided that:

10.7.1 each such new claim, counterclaim or cross claim is substantially related to the dispute, controversy or claim in the previously submitted Arbitration Notice or counterclaim or cross claim; and

- 10.7.2 such new claims, counterclaims or cross claims are submitted by written notice to the appointed arbitrator, or in the absence of the same, the Chartered Institute of Arbitrators, and to all of the Parties to the existing claim within either 30 days from the receipt by such Party of the initial Arbitration Notice, or such longer time as may be determined by the appointed arbitrator, or in the absence of the same, the Chartered Institute of Arbitrators.
- 10.8 If more than one arbitration is begun under the terms of this paragraph 10 and any Party contents that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator(s) selected in the first-filed of such proceedings shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before that (those) arbitrator(s).
- 10.9 The arbitrator shall have the power to direct such valuations and measurements as in his opinion may be desirable in order to ascertain the rights of the Parties and to ascertain and award any sum which ought to have been the subject of or included in any payment, and to open up, review and revise any account, opinion, decision, requirement or notice issued, given or made (including, without limitation, an Adjudicator's Decision provided that notice has been given in accordance with paragraph 6.10 above) and to determine all matters in dispute which shall be submitted to him in the same manner as if no such account, opinion, decision, requirement or notice had been issued, given or made.
- 10.10 Subject to paragraph 10.11 the award of the arbitrator shall be final and binding on the Parties including any Joined Party, even if such Joined Party chooses not to participate in the arbitral proceedings.
- 10.11 The Parties agree pursuant to section 45(2)(a) and section 69(2)(a) of the Arbitration Act 1996 that any Party may (upon notice to the other Party or Parties and the arbitrator)-
- 10.11.1 apply to the courts to determine any question of law arising in the course of the reference; and
- 10.11.2 appeal to the courts on any question of law arising out of an award made in an arbitration under this Schedule.

Schedule 14

Social Value

The Socially Responsible Procurement Charter ([Socially Responsible Procurement Charter](#)) aims to ensure that the Customers under the Framework maximise the social, economic, environmental and cultural wellbeing benefits delivered for communities through their construction and refurbishment procurement spends.

The Charter sets out the Framework's commitments in respect of six key priority areas that represents its values and beliefs, these are:

- Local Training and Employment - to create inclusive employment and training opportunities for local people in order to reduce unemployment and raise the skills level of our local workforce, especially in target groups such as long term unemployed.
- Think Wales First - to take account of the social and economic impacts of buying locally when commissioning and contracting, and asking our suppliers and contractors to do the same.
- Partners in Communities - to play an active role in the local community and support community organisations, especially in those areas and communities with the greatest need.
- Green and Sustainable - to protect the environment, minimise waste, reduce energy consumption and use resources efficiently.
- Ethical Employment - to employ the highest ethical standards in own operations and those within supply chains.
- Promoting the Wellbeing of Young People and Vulnerable Adults - to work with the support of entire community including local businesses, safeguarding and promoting the rights of children, young people and vulnerable adults

The Charter is structured around the following three key Welsh Government initiatives:

- Community Benefits – drives the creation of employment and training opportunities including apprenticeships, support for small and medium sized enterprises and delivery of community, educational and environmental initiatives
- Code of Practice Ethical Employment in Supply Chains – focuses on ensuring a high standard of ethical employment practices by our suppliers, service providers and contractors
- Opening Doors: the Charter for SME Friendly Procurement - seeks to create a fair and open environment in which we can all do business together and address issues of particular concern to SMEs.

We [INSERT CONTRACTOR NAME] will commit to support the delivery of Social Value initiatives and any wider associated legislative and policy driven requirements and Potential Customers' own commitments as part of individual Call-Off Contracts and at Framework level.

Signed

Date

DRAFT

Schedule 15
Change Control Procedure

Part 1
Change Control Procedure

1 APPLICATION

- 1.1 This Schedule 15 applies to Changes to the terms of the Framework Agreement and (pursuant to clause 3.6) of the Framework Agreement) to the generic forms of Call-Off Contract at Schedule 6 (Call-Off Contracts). A Call-Off Contract which has been entered into between a Contractor and an Customer may only be amended in accordance with the terms of that Call-Off Contract and may not be amended by this Change Control Procedure.

2 PURPOSE

- 2.1 This Schedule 15 sets out the procedure for dealing with Changes, including:
- 2.1.1 the rights of the Parties to request a Change;
 - 2.1.2 the rights of the Parties to approve or reject a proposed Change;
 - 2.1.3 the apportionment of costs incurred by the Parties in compliance with this Schedule 15; and
 - 2.1.4 the form of any authorised Change.
- 2.2 A Change will not be effective until a relevant Change Control Note has been signed by the authorised representatives of both Parties.
- 2.3 A Change Control Note will be in substantially the form set out in Part 2 of this Schedule 15.

3 REQUESTING A CHANGE

- 3.1 Either Party may submit a written request for Change to the other Party.

4 CONTRACTOR-INITIATED REQUEST FOR CHANGE

- 4.1 Where the Contractor initiates a request for a Change, it will at the same time send to the Authority a draft Change Control Note signed by an authorised representative of the Contractor.
- 4.2 If the Authority (at its absolute discretion) considers that it requires further information in order to consider the proposed Change, it will notify the Contractor within ten (10) Working Days of receipt of the request. Such notification must detail the further information required. The

Authority may repeat this process until the Authority is satisfied that it has sufficient information to approve or reject the request for Change.

- 4.3 If paragraph 4.2 applies, the Contractor will provide the required information and, if required, re-issue the draft completed Change Control Note signed by an authorised representative of the Contractor within five (5) Working Days of receiving such notification from the Authority.

5 AUTHORITY-INITIATED REQUEST FOR CHANGE

- 5.1 Where the Authority initiates a request for Change, it will at the same time provide the Contractor with as much detail as is necessary to enable the Contractor to prepare a draft Change Control Note.
- 5.2 If the Contractor reasonably considers that it requires further information in order to consider the proposed Change, it will notify the Authority within five (5) Working Days of receipt of the request. Such notification must detail the further information required. The Authority will use its reasonable endeavours to provide the further information within five (5) Working Days of receipt of the notification from the Contractor.
- 5.3 Subject to the Contractor right to reject a request for Change pursuant to Paragraph 6.1, within ten (10) Working Days of the date of receipt of the Authority's request for Change pursuant to paragraph 5.2, or further information pursuant to paragraph 5.2, the Contractor will send a draft Change Control Note signed by an authorised representative of the Contractor to the Authority.

6 APPROVING AND REJECTING A CHANGE

6.1 Contractor's right to reject an Authority-initiated Change Request

- 6.1.1 The Contractor may reject a request for Change from the Authority pursuant to paragraph 5.1 only if, following a request for Change, the Contractor reasonably believes that the proposed Change would:
- (a) materially or adversely affect the risks to the health and safety of any person; or
 - (b) require the Framework Agreement or any Call-Off Contract to be performed in a way that infringes any Law.

6.2 Authority's right of approval of a Change Control Note

- 6.2.1 Within fifteen (15) Working Days of receiving the Change Control Note pursuant to paragraphs 4.1 or 5.3, the Authority will evaluate the draft Change Control Note and must do one of the following (in each case at its absolute discretion):

- (a) approve the Change Control Note. On the Authority's signature, the Change Control Note will constitute a binding Change to this Framework Agreement;
- (b) reject the Change Control Note and notify the Contractor in writing of the rejection; or
- (c) if the Authority believes the Change Control Note has errors or omissions, require the Contractor to modify the document accordingly in which case the Contractor will make such modifications and re-submit the draft signed Change Control Note within five (5) Working Days of receipt of the request to modify. The Authority will then approve or reject the proposed Change Control Note within fifteen (15) Working Days in accordance with Paragraph (a) or (b).

7 COSTS OF PREPARING CHANGE REQUESTS

- 7.1 Each Party will bear its own costs in relation to compliance with this Change Control Procedure.

Part 2
Change Control Note Template

| | | |
|--|-------------------|---------------------------------|
| CCN No: | Agreement: | Effective Date of Change |
| Initiated by: Change requested by Authority / Contractor | | |
| Date of request: | | |
| Period of validity: This Change Control Note is valid for acceptance until [DATE]. | | |
| Reason for Change: | | |
| Description and impact of the Change (including to delivery and performance): | | |
| Required amendments to wording of Agreement or Schedules: | | |
| Costs or financial adjustments resulting from Change: | | |
| Supporting or additional information: | | |

| | |
|--|---|
| | |
| SIGNED ON BEHALF OF THE AUTHORITY | SIGNED ON BEHALF OF THE CONTRACTOR |
| Signature: | Signature: |
| Name: | Name: |
| Position: | Position: |
| Date: | Date: |

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Schedule 16
Processing, Personal Data and Data Subjects

- 1 The Contractor shall comply with any further written instructions with respect to processing by the Authority.
- 2 Any such further instructions shall be incorporated into this Schedule.

| Description | Details |
|--|------------------|
| Subject matter of the processing | [TO BE INSERTED] |
| Duration of the processing | [TO BE INSERTED] |
| Nature and purposes of the processing | [TO BE INSERTED] |
| Type of Personal Data | [TO BE INSERTED] |
| Categories of Data Subject | [TO BE INSERTED] |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | [TO BE INSERTED] |

| Approved Subcontractors | Permitted category of processing |
|---|---|
| [Set out full legal name and contact details] | [Set out details of processing permitted to be subcontracted] |
| [Set out full legal name and contact details] | [Set out details of processing permitted to be subcontracted] |
| [Set out full legal name and contact details] | [Set out details of processing permitted to be subcontracted] |

Schedule 17
Provider Questionnaire (Lot 11 only)

[TO BE INSERTED]

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