Logo

Description automatically generatedPHASE 3

INVITATION TO TENDER

Volume 4: Framework Agreement

EN-ICT-1022-P3

FTS Ref: TBC

Table of Contents

[Section 1 - The Appointment 3](#_Toc117169072)

[Section 2 - Services offered 5](#_Toc117169073)

[Section 3 – Call Off Contract Procedure 6](#_Toc117169074)

[Service Delivery / Monitor Performance 8](#_Toc117169075)

[Section 4 - How Services will be delivered 9](#_Toc117169076)

[Section 5 - What happens if the Supplier fails to meet the terms of this Framework Agreement 11](#_Toc117169077)

[Section 6 - Management Information Reporting 13](#_Toc117169078)

[Section 7 - General governance definitions and interpretation 16](#_Toc117169079)

[Schedule 1 - Self Audit Certificate 27](#_Toc117169080)

[Schedule 2 - Glossary and Interpretations 28](#_Toc117169081)

[Schedule 3 - Template Call-Off Contracts 35](#_Toc117169082)

[Schedule 4 – MI Reporting Template 36](#_Toc117169083)

[Appendix 1 - Eligible Public Sector Bodies 37](#_Toc117169084)

[Appendix 2 – Document Changes 42](#_Toc117169085)

--- Important ---

This document is the intellectual property of enFrame CIC and should only be used with enFrame’s permission and for the purpose of procuring ICT goods and/or services through a further competition utilising the enFrame ICT Framework FTS No: 2022/S 000-000759, 2022/S 000-00518627637-2021, or TBC (FTS number for Phase 3 of the enFrame CIC ICT Framework). Contracting Authorities intending to use these template documents (in part or whole) or run a further competition using the enFrame CIC ICT Framework are required to notify enFrame of their intention immediately by emailing [**info@enframe.org.uk**](mailto:info@enframe.org.uk). Use of these documents for any purpose other than as part of a further competition for the enFrame ICT Framework or by any party other than the Contracting Authority is strictly forbidden.

Dated: 5th December 2022

OJEU/FTS Framework references:

Lots 1 and 2: 27637-2021 (2021/S 000-027637)

Lots 3, 4, 5, 6, 7, 8, and 9: 144-2022 (2022/S 000-000144)

Lots 10 and 11: TBC

**PARTIES**

1. enFrame CIC a company incorporated in England & Wales with registered number 11496756 whose registered office is at Stuart House East Wing, St Johns Street, Peterborough, Cambridgeshire, PE1 5DD, (“**The Authorities Agent ”**);
2. [Supplier\_Name] (Company Number [Company\_Number]) whose registered office is at [Supplier\_Address] **(“The Supplier”)**

**BACKGROUND:**

1. Academies Enterprise Trust (AET) a company incorporated in England & Wales with registered number 06625091 whose registered office is at 3rd Floor 183 Eversholt Street, London, United Kingdom, NW1 1BU, (**“Framework Sponsor”**).
2. The Elliot Foundation Academies Trust (TEFAT), a company incorporated in England & Wales with registered number 7844369 whose registered office is at 144 York Way, London, United Kingdom, N1 0AX, (**“Framework Sponsor”**).
3. The two Framework Sponsors AET & TEFAT appointed enFrame CIC as their Procurement Agent to act on their behalf as The Authorities Agent, in running and managing a Framework Tender process for the comprehensive provision of ICT Products and Services.
4. enFrame wishes to enter into this agreement with the Supplier to confirm the appointment of the Supplier following a tender process and pursuant to which either Framework Sponsor and the wider public sector may from time to time call upon the Supplier to undertake a Further Competition process to provide goods or services.

(C) enFrame wishes to appoint the Supplier on the terms and conditions set out in this agreement which the Supplier hereby accepts.

# Section 1 - The Appointment

* 1. Appointment

Under the terms of this Framework Agreement and the Supplier’s Application, [the Authorities Agent] appoints:

|  |  |
| --- | --- |
| Company: | [Supplier\_Name] |
| Registered address: | [Supplier\_Address] |
| Company number: | [Company\_Number] |

(the ‘Supplier’), as a Framework Agreement Supplier of ICT related products and services who can be considered for Call-Off Contracts as outlined in the Contract Notice in the Cabinet Office’s Find a Tender (FTS) service, reference numbers xxx (FTS Contract Notice).

* 1. Appointment starts at: 5th December 2022
  2. Appointment ends at: 4th December 2026 (unless this Framework Agreement Ends early).
  3. Framework Agreement extension: Up to 12 months, by The Authorities Agent giving written notice to Suppliers.
  4. Framework Agreement term: From and including the date at 1.2 above (Appointment starts at) to and including the date at 1.4 above (Appointment ends at).
  5. Call-Off Contract length: To be specified in each Further Competiton.
  6. The Parties agree that they have read this Framework Agreement and by signing below agree to be bound by its terms.
  7. All sections, including the Invitation to Tender and Schedules to this Framework Agreement are expressly part of this Framework Agreement.
  8. The finalised Framework Agreement will include:
     1. A signature page, signed by the Supplier
     2. A signature page, signed by the Authorities Agent
     3. The rest of the Framework Agreement document
  9. The signature pages and the rest of the Framework Agreement document are counterparts before signing and duplicate originals after signing. The duplicate originals together make one Framework Agreement signed by all the necessary Parties.

|  |  |
| --- | --- |
| Signed by or on behalf of | [Supplier\_Name] |
| Signature: | Please do not sign. I will send link to digitally sign online. |
| Name: |  |
| Role: |  |
| Date: | Please do not date. I will send link to digitally sign online. |

|  |  |
| --- | --- |
| Signed by or on behalf of | enFrame “The Authorities Agent” |
| Signature: |  |
| Name: | Eleanor Platt |
| Role: | Director |
| Date: |  |

# Section 2 - Services offered

This Framework Agreement will allow Public Bodies (Buyers) to contract with Framework Agreement Service Providers (Panel Members) for the provision of a wide range of ICT products and services. The Framework will utilise a Further Competition process to establish the most economically advantageous tender for each individual contract for these ICT products and services.

[Supplier\_Name] has been awarded a place on the ICT Framework for the following Lots/Sub-Lots:

Delete rows as appropriate.

|  |  |  |
| --- | --- | --- |
| **Type** | **Lot/Sub-Lot No** | **Description** |
| Lot | L10 | **Telephony** |
| Lot | L11 | **Wide Area Networking** |

# Section 3 – Call Off Contract Procedure

Process from Volume 1 including Award Criteria and expression that Call-Off Contract will be applied:

* 1. Following the evaluation of tenders and successful appointment of Framework Agreement Suppliers (Panel Members) to the Framework Agreement for the Framework Lots and/or Sub-Lots that the Supplier has successfully been awarded, the Framework Sponsors AET & TEFAT, and any other appropriate Public Sector Body (Buyers) as listed in Appendix 1 – Eligible Public Sector Bodies, may utilise the Framework Agreement to procure the listed ICT products and/or services. The procurement will be conducted as a Further Competition open to any appointed Framework Panel Member.
  2. The Further Competition process will be run and administered by enFrame CIC as the appointed Procurement Agents. Framework Agreement Suppliers (Panel Members) will be invited to tender in the future Further Competitions for their awarded Lots and/or Sub-Lots. The Authorities Agent or Buyer will create a Statement of Requirements, which may include a soft market engagement exercise with Framework Agreement Suppliers (Panel Members). Once completed the Statement of Requirements including an Award Questionnaire, will be issued to all Relevant and Qualifying Framework Agreement Suppliers (Panel Members) who will be invited to respond in accordance with the Award Questionnaire guidance provided.
  3. The award questionnaire will follow the same structure as set out in Volume 3 of this Framework ITT for the relevant lot or sub-lot. Further Competitions may include an additional Social Value award question, and all Further Competitions will have a requirement for a fully populated cost matrix that may also include a number of sample projects and requirement to submit any relevant supporting materials.
  4. Each Further Competition will essentially be an output-based set of requirements where the customer identifies the outputs they want, and the bidders propose technical solutions, costs, and benefits. A typical further competition process will require bidders to provide service & technical solutions along with costs.
  5. The evaluation criteria for the Further Competitions are set out below and based on a **Combined Quality Score + Cost Score** to determine a **Final Score** that is the most **Economically Advantageous** tender submission. Further Competitions conducted under this framework will have the flexibility to particularise the Quality & Cost weightings within the following ranges to suit the individual circumstances of the Contracting Authority:
     1. Quality Score weighting range – Authorities can set the weighting for Quality between 50% to 70%
     2. Cost Score weighting range – Authorities can set the weighting for Cost between 30% to 50%
     3. The Total weighting will always add up to 100%
  6. The Quality & Score weightings will be set out for each Further Competition at the time tenders are invited. enFrame CIC, the sponsors, and any other appropriate public sector body as listed in Appendix 1 – Eligible Public Sector Bodies, that uses the framework, therefore reserves the right to refine and amend the Quality & Score weightings for each specific Further Competition.
  7. Each Further Competition will be an output-based set of requirements where the Authorities Agent or Buyer identifies the outputs they want, and the Framework Agreement Suppliers propose products, services, costs, and savings.
  8. The evaluation criteria for the Further Competitions will be based on the high-level evaluation criteria set out below:
     1. The award criteria for the Further Competitions will be based on the highest combined **"Quality Score"** plus "**Cost Score”:**

**Quality Score**

* The Contracting Authority will set a Quality ScoreWeighting of between 50% and 70% for each Further Competition and the Quality Score for all Further Competitions will follow the Quality award criteria (including the Maximum marks available for each AQ) as set out in the **Award Questionnaire** for each Contracting Authority’s Further Competition.
* Where an AQ is not used then its allocated marks will simply be deducted from the available marks for the Quality Score.

**Cost Score**

* The Contracting Authority will set a Cost Score Weighting of between 30% and 50% for each Further Competition. The Cost Score will be awarded by using the following award criteria (and formula below) as set out in **Award Questionnaire** for each Contracting Authority’s Further Competition.

*Available Marks (100) x (Lowest Submitted Cost /Bidder Submitted Cost)*

* + 1. Precise evaluation criteria will be set out for each Further Competition at the time tenders are invited. EnFrame CIC, the sponsors, and any other appropriate public sector body as listed in Appendix 1 – Eligible Public Sector Bodies, therefore reserves the right to further particularise, refine and amend the evaluation weighting criteria for each specific Further Competition as set out in 3.4, 3.6 & 3.8.1 above.
  1. The response time for submission of Further Competition bids will vary depending on the Framework Lot or Sub-Lot, may vary to meet the particular circumstances of the Sponsors or Buyer, and shall be declared within each Further Competition. Under normal circumstances enFrame CIC will allow a minimum of 4 to 6 weeks to run Further Competitions for Lot 1 Strategic Partnering Services and Lot 2 Support Services. enFrame CIC will allow between 1 – 4 weeks to run the Further Competitions for Lot 3 Hardware Provision, Lot 4 Servers and Storage, Lot 5 Networking, Lot 6 Software, Lot 7 Cloud Services, Lot 8 Audio Visual, Lot 9 Printing, Lot 10 Telephony, Lot 11 Wide Area Networking, and their Sub-Lots. Suppliers will be given advance notification of the Further Completition ITT submission deadline. Where timescales are less than specified above, enFrame CIC shall request that Suppliers confirm that they are in mutual agreement to reduce the timescales by a given deadline. If Suppliers do not respond by the deadline given, enFrame CIC will take the decision that Suppliers are content to proceed with the proposed reduced timescales.
  2. All Further Competitions undertaken via this framework will be awarded upon the basis of the following Contracts:
     1. Lot 1 Strategic Partnering Services, and Lot 2 Sub-lot 1 Support Services and Sub-lot 2 Managed Service – Managed Services Contract & Guidance Notes.
     2. Lot 3 Hardware Provision, Lot 4 Servers and Storage, Lot 5 Networking, Lot 6 Software (non SaaS), Lot 8 Audio Visual, Lot 9 Printing, and Lot 10 Telephony - Equipment, Software, HaaS, & Services Contract & Guidance Notes.
     3. Lot 5 Networking, Lot 6 Software, and Lot 7 Cloud Services - SaaS, IaaS, PaaS & Services Contract & Guidance Notes.
     4. Lot 10 WAN – WAN Equipment and Services Contract & Guidance Notes.
  3. enFrame CIC, The Sponsors, and any other appropriate Public Sector Body as listed in Appendix 1 – Eligible Public Sector Bodies, reserves the right to refine the core terms and conditions and include additional conditions for specific contracts, depending on the specific requirements. Where this is the case, details of those further conditions will be included within the Further Competition and associated documentation.
  4. Once a Preferred Framework Agreement Supplier (Panel member) has been selected, the Sponsors or Buyer and the Supplier will negotiate and sign the Call-Off Contract depending on the Framework Lot or Sub-Lot. For the avoidance of doubt, where a Supplier has been selected in accordance with the forgoing, the terms and conditions of the relevant Call-Off Contract will apply to the provision of the Products and/or Services by the Supplier and not the Supplier's own terms and conditions.

# Service Delivery / Monitor Performance

* 1. enFrame CIC will oversee the signing of the Call-Off Contract by Sponsors or Buyer and the Supplier and will monitor the implementation and/or delivery of the Products and/or Service/s to ensure Supplier Framework compliance. Non-compliance will result in the Supplier’s removal from the associated Lot or Sub-Lot of the Framework.
  2. Framework compliance is achieved when the Supplier delivers all requirements agreed during the Further Competition process and meets all their contractual obligations stated in this Framework Agreement and the Call-Off Contract between The Authorities Agent and the Supplier.

# Section 4 - How Services will be delivered

**Warranties and representations**

* 1. The Supplier warrants, represents and undertakes to The Authorities Agent, the Sponsors and each Buyer that:
     1. it has full capacity and all necessary authorisations, consents, licences and permissions, to enter into and perform its obligations under the Framework Agreement and each Call-Off Contract, including if a Supplier’s processes need the consent of its Parent Company;
     2. the Supplier or an authorised representative will sign the Framework Agreement and the Call-Off Contract;
     3. in entering into this Framework Agreement and any Call-Off Contract, it has not committed, will not commit or agree to commit a Prohibited Act;
     4. it will continue to pay all taxes due to HMRC and will not indulge in ‘disguised employment’ practices when delivering services under this Framework Agreement;
     5. at the Start Date, it has notified The Authorities Agent in writing of any Tax Non-Compliance or any Tax Non-Compliance litigation it is involved in;
     6. it will perform all obligations under this Framework Agreement and any Call-Off Contract complying with all Laws;
     7. it will perform its obligations with all reasonable care, skill and diligence, according to Good Industry Practice; and
     8. on a Call-Off Start Date, all information, statements and representations in their proposals are accurate and not misleading except if the Buyer has been notified in writing before signing the Call-Off Contract.
     9. The fact that any provision within this Framework Agreement is expressed as a warranty does not preclude any right of Ending The Authorities Agent may have if the Supplier breaches that provision.

**Liability**

* 1. Neither Party excludes or limits its liability for:
     1. death or personal injury caused by its negligence, or that of its staff;
     2. bribery, fraud or fraudulent misrepresentation by it or its employees;
     3. breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Sections 2 or 11B of the Supply of Goods and Services Act 1982;
     4. any liability that cannot be excluded or limited by law,
  2. Nothing in this Framework Agreement affects a Party’s duty to mitigate their loss.
  3. Except for liabilities which can’t be limited by Law, neither Party will be liable to the other for any:
     1. loss of profits;
     2. loss of business;
     3. loss of revenue;
     4. loss of or damage to goodwill;
     5. loss of savings (whether anticipated or otherwise); or
     6. indirect, special or consequential loss or damage.
  4. The Supplier will be liable for the following types of loss which will be regarded as direct and will be recoverable by The Authorities Agent for any:
     1. regulatory losses or fines arising directly from the Supplier’s breach of any laws, including additional operational or administrative costs and expenses from any Material Breach; or
     2. wasted expenditure or unnecessary charges The Authorities Agent pays as a direct result of the Supplier's default.

The Authorities Agent shall at all times be under an obligation to mitigate costs, losses, fines, charges and expenditure in so far as it is capable of doing so.

* 1. The Supplier will not be responsible for any injury, loss, damage, cost or expense that is directly caused by the negligence or wilful misconduct of The Authorities Agent or breach by The Authorities Agent of its obligations under the Framework Agreement.
  2. The Authorities Agent's obligations under this Framework Agreement are only in its capacity as a Contracting Party and won’t constrain The Authorities Agent in any other capacity or lead to any liability to the Supplier under this Framework Agreement where The Authorities Agent on behalf of the Sponsors exercises its public duties and powers.
  3. The Supplier's liability to pay any Framework Management Charges due to The Authorities Agent will be limited to goods and/or services transacted through this framework.
  4. For the avoidance of doubt, clauses 4.2- 4.8 deal with liability of the Supplier and the Authorities Agent as may arise under this Framework Agreement, liability between the Supplier and the Buyer as may arise under an applicable Call-off Contract shall be governed by the provisions of the relevant Call-off Contract.

# Section 5 - What happens if the Supplier fails to meet the terms of this Framework Agreement

**Ending and suspension of a Supplier’s appointment: With cause by The Authorities Agent**

* 1. The Authorities Agent can suspend or end this Framework Agreement by notice with immediate effect if:
     1. there’s a Supplier Insolvency Event;
     2. the Supplier has tried to renegotiate any terms of a Call-Off Contract or potential Call-Off Contract that brings about a Material Change to either; or
     3. the Supplier commits a Material Breach of this Framework Agreement and where the breach is remediable, fails to rectify that breach within thirty (30) day of being notified of the breach.

**Force Majeure**

* 1. Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Framework Agreement (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event.
  2. A Party will promptly (on becoming aware of the same) notify the other Party of a Force Majeure event or potential Force Majeure event which could affect its ability to perform its obligations under this Framework Agreement.
  3. Each Party will use all reasonable endeavours to continue to perform its obligations under the Framework Agreement and to mitigate the effects of Force Majeure. If a Force Majeure event prevents a Party from performing its obligations under the Framework Agreement for more than 60 consecutive Working Days, the other Party can end the Framework Agreement with immediate effect by notice in writing.

**Ending and suspension of a Supplier’s appointment: without cause by The Authorities Agent**

* 1. The Authorities Agent will have the right, without cause and without liability, to suspend or end this Framework Agreement, or any provisions of any part of this Framework Agreement, by giving at least one month’s written notice to the Supplier.
  2. Ending, suspension or expiry of this Framework Agreement in accordance with clause 5.5 will not affect any accrued rights, remedies or obligations of either Party including the payment obligations and liability to pay charges in respect of any unexpired term.

**Ending on change of control**

* 1. The Supplier must tell The Authorities Agent immediately if the Supplier has a change of control and, provided this does not contravene any law, will notify The Authorities Agent immediately in writing of any circumstances suggesting that a change of control could reasonably be expected to happen.
  2. The Authorities Agent may end this Framework Agreement by giving notice in writing to the Supplier within 6 months of The Authorities Agent either:
     1. being notified in writing by the Supplier that a change of control could reasonably be expected to happen; or
     2. if it hasn’t notified The Authorities Agent, the date that The Authorities Agent becomes aware that a change of control could reasonably be expected to happen.
  3. The Authorities Agent's right to terminate shall not apply where The Authorities Agent has given its approval to the relevant change of control.
  4. The Authorities Agent's right to terminate shall not apply where The Authorities Agent has given its approval to the relevant change of control.

**Fraud**

* 1. If the Supplier commits any Prohibited Act, it will be a Material Breach and:
     1. The Authorities Agent may end this Framework Agreement;
     2. Sponsors and Buyers may end their Call-Off Contracts; and
     3. The Authorities Agent, Sponsors and any Buyer may fully recover any resulting losses from the Supplier.

**Notice of fraud**

* 1. The Supplier must tell The Authorities Agent immediately and in writing if it suspects that any Prohibited Act has happened, is happening or is likely to happen, except if complying with this provision would mean committing an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

**Consequences of suspension, ending and expiry**

* 1. Suspension, ending or expiry of this Framework Agreement will not affect existing Call-Off Contracts. All Call-Off Contracts will remain in force unless they end, are suspended, terminated or expire under the terms of the relevant Call-Off Contract.
  2. Even if a notice is served to end this Framework Agreement, the Supplier will continue to fulfil its obligations, including those obligations expressed to be for the Buyer’s benefit until the end date or date of expiry of any Call-Off Contract.
  3. The Supplier must continue to provide Management Information and pay the Management Charges due to The Authorities Agent even if this Framework Agreement ends, is suspended or expires.
  4. Ending, suspension or expiry of this Framework Agreement will not affect any prior rights, remedies or obligations of either The Authorities Agent or the Supplier accrued under this Framework Agreement.
  5. All licences, leases and authorisations granted by The Authorities Agent to the Supplier under this Framework Agreement will cease when it ends or expires without the need for The Authorities Agent to serve notice except if the Framework Agreement states otherwise.

# Section 6 - Management Information Reporting

6.1. The Supplier will provide complete and accurate Management Information (MI) to The Authorities Agent using MI Reports. Suppliers will provide these MI Reports for free and using a template to be agreed between The Authorities Agent and the Supplier.

6.2. The Authorities Agent has the right at any time and on reasonable notice, to amend the format of the MI Report templates and their reporting method.

6.3. Using the MI Report to the Authorities Agent, the Supplier must:

6.3.1. report on each executed Call-Off Contract (including that the Supplier agrees to send to the Authorities Agent a complete copy of each executed Call-Off Contract promptly after signing by both Parties);

6.3.2. report on each invoice raised or submitted in each month;

6.3.3. use the agreed template or format and complete all appropriate data fields provided to submit the Reports; and

6.3.4. send the Reports by the 7th day of the following month, the nearest working day before the 7th day if it’s a weekend or public holiday.

If there has been no activity for a particular month, the Supplier must submit a ‘nil return’ for that month.

6.4. The Supplier must also inform The Authorities Agent of any corrections to previous MI Reports.

6.5. The Authorities Agent may consider that an MI Failure has happened if an MI Report:

6.5.1. contains any material errors or omissions;

6.5.2. is submitted using an incorrect MI Report template;

6.5.3. isn’t submitted by the Reporting Date (including if a nil return should have been filed); or

6.5.4. isn’t submitted for the relevant period.

6.6. After an MI Failure, The Authorities Agent may issue reminders to the Supplier or require the Supplier to fix mistakes in the MI Report. The Supplier must do this as soon as possible and not more than 5 working days after receiving the reminder.

**Use of Management Information**

6.7. The Supplier grants The Authorities Agent a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use and to share with the Sponsors, any Buyers and relevant person any Management Information supplied to The Authorities Agent for normal operational activities as a Commissioning Authorities Agent.

6.8. If The Authorities Agent shares the Management Information, any Buyer receiving the information will be informed of its sensitive nature and requested not to disclose it to any person who is not a Buyer.

**Admin Fees**

6.9. If there are 2 or more MI Failures in any 3 consecutive reporting periods, The Authorities Agent will charge the Supplier for the costs (an Admin Fee) of chasing the Supplier to provide the information.

6.10. The Admin Fee is the amount payable by the Supplier to The Authorities Agent if:

* + 1. The Authorities Agent incurs costs because of incorrect MI; or
    2. the MI Report is not returned within the agreed timescales.
  1. Details of the Admin Fees will be published by The Authorities Agent from time to time.
  2. By signing this Framework Agreement, the Supplier agrees that the Admin Fees are a fair reflection of the additional costs incurred by The Authorities Agent due to the Supplier failing to supply the MI as required.
  3. The Authorities Agent will tell the Supplier about any Admin Fees and will be entitled to invoice the Supplier Admin Fees, which will be payable as a supplement to the Management Charge.
  4. Payment of the Admin Fee will not affect any of The Authorities Agent’s other rights under this Framework Agreement.
  5. If three (3) MI Failures occur in any six (6) consecutive reporting periods then an "MI Default" shall be deemed to have occurred and The Authorities Agent shall be entitled to:
     1. Levy an additional charge, and the Supplier shall pay an additional default Admin charge ("Default Admin Charge") in respect of the months in which the MI Failure occurred and subsequent months in which they continue, calculated in accordance with Paragraph 6.16; and/or
     2. End the Framework Agreement with the Supplier.
  6. The Default Admin Charge shall be the higher of:
     1. the average Management Charge paid or payable by the Supplier in the previous six (6) Month period or, if the MI Default occurred within less than six (6) Months from the commencement date of the first Call-Off Contract, in the whole period preceding the date on which the MI Default occurred; or
     2. the sum of five hundred pounds (£500).
  7. If the Supplier provides sufficient Management Information to rectify any MI Failures to the satisfaction of The Authorities Agent and the Management Information demonstrates that:
     1. the Supplier has overpaid the Management Charges as a result of the application of the Default Admin Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
     2. the Supplier has underpaid the Management Charges during the period when a Default Admin Charge was applied, then The Authorities Agent shall be entitled to immediate payment of the balance as a debt together with interest.

**Framework Management Charge**

* 1. The Supplier must pay enFrame CIC the Framework Management Charge for setting up and running this Framework Agreement.
  2. The Framework Management Charge excludes VAT, is set for each Further Competition and included in the Summary Table of the Covering Letter of the Further Competition documentation, and will not change for the entire contractual period of that Further Competition. The Charge is set for each Framework Lot or Sub-Lot based on the percentages specified in the table below and may be increased at The Authorities Agent’s or their Agent’s discretion. Such changes will be communicated to Panel Members in the Further Competition documentation.

|  |  |
| --- | --- |
| **Framework Lot** | **Management Charge** |
| Lot 10 Telephony | 1% of all Charges for the Products and/or Services invoiced to Buyers |
| Lot 11 WAN provision | 1% of all Charges for the Products and/or Services invoiced to Buyers |

* 1. enFrame CIC will submit invoices to the Supplier for the Framework Management Charge due each month based on the MI provided by the Supplier, which must be paid by the Supplier within 30 days of the date of the invoice.
  2. The Framework Management Charge applies as a percentage to the full Charges specified in each order and will not be varied because of any service credits or other deductions.
  3. The Supplier must pay the VAT on the Framework Management Charge.
  4. Interest will be payable on any late payments of the Framework Management Charge under this Framework Agreement as set out in the Late Payment of Commercial Debts (Interest) Act 1998.

**Buyer satisfaction monitoring**

* 1. The Authorities Agent may carry out a Buyer Satisfaction Survey at any time to:
     1. assess Buyer satisfaction with the provision, performance and delivery of ICT Services by the Supplier and with the quality, efficiency and effectiveness of the supply;
     2. monitor how the Supplier is complying with the terms of the Call-Off Contract; and
     3. carry out any other assessment it considers appropriate.

# Section 7 - General governance definitions and interpretation

7.1. This Framework Agreement will be interpreted using the definitions and provisions in the Glossary and Interpretations section.

7.2. All schedules are incorporated into this Framework Agreement:

7.2.1. Schedule 1: Self audit certificate

7.2.2. Schedule 2: Glossary and Interpretations

7.3. If there’s any conflict or ambiguity between the clauses of this Agreement, to the extent necessary, the order of precedence for resolving the conflict is:

* + 1. The Framework Agreement
    2. The Call-Off Contract

**Relationship**

* 1. Nothing in this Framework Agreement is intended to:
     1. Create a partnership, or legal relationship of any kind that would impose liability on one Party for the act or failure to act of the other Party
     2. Authorise either Party to act as Agent for the other Party

**Buyers using this Framework Agreement**

* 1. The Sponsors and Buyers can procure ICT Products and Services from the Supplier using the Further Competition Process and the provisions of the Call-Off Contract.

**No guarantee of work**

* 1. No exclusivity or guarantee of volume or quantity of work has been offered by The Authorities Agent, Sponsors or Buyers to Suppliers under this Framework Agreement and the Supplier confirms that it accepts this. Neither The Authorities Agent, Sponsors or any other Buyer has to offer the Supplier a Call-Off Contract.

**Entire agreement**

* 1. This Framework Agreement is the entire Agreement and understanding between the Parties.
  2. Each of the Parties agrees that in entering into this Framework Agreement it does not rely on, and will 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.
  3. Nothing in this these Agreement Clauses 7.7 to 7.9 (inclusive) will exclude liability or remedy for fraud or fraudulent misrepresentation.

**Law and jurisdiction**

* 1. Any disputes or matters (including non-contractual) under this Framework Agreement will be governed by and construed under the laws of England and Wales and without prejudice to the dispute resolution process. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

**Legislative change**

* 1. The Supplier won’t be relieved of its obligations under this Framework Agreement, or be entitled to increase the Framework Agreement prices as the result of a general change in law or a specific change in Law, without prior written approval from The Authorities Agent.
  2. If a specific change in law is made which has a material impact on the delivery of the ICT Products, Services or the Framework Agreement price range, the Supplier will notify The Authorities Agent of the likely effects of that change. This will include whether any change is required to the ICT Products, Services, or this Framework Agreement.

**Bribery and corruption**

* 1. The Supplier must ensure that neither it, nor any person acting on its behalf, will commit any Prohibited Act in connection with this Framework Agreement.
  2. If the Supplier breaches the Bribery Act 2010, The Authorities Agent can end this Framework Agreement.
  3. If the Supplier breaches these Bribery and corruption Clauses 7.13 to 7.17 (inclusive), The Authorities Agent can end this Framework Agreement.
  4. Subject to clause 4.4, the Authorities Agent will be entitled to recover in full from the Supplier and the Supplier will on demand compensate The Authorities Agent in full for:
     1. the amount of value of any such gift, consideration or commission; or
     2. any other Loss sustained by The Authorities Agent because of any breach of these Bribery and Corruption Clauses 7.13 to 7.17 (inclusive).
  5. The Parties agree that the Management Charge isn’t an offence as described in Section 1 of the Bribery Act 2010.

**Freedom of Information Act (FoIA)**

* 1. The Supplier acknowledges that The Authorities Agent is subject to the Freedom of Information Act (FoIA) and the Environmental Information Regulations (EIR).
  2. The Supplier will co-operate with The Authorities Agent and Buyers to enable them to comply with their Information disclosure obligations under this Framework Agreement and any Call-off Contracts.
  3. The Supplier must not respond directly to a Request for Information under the FoIA or EIR.
  4. The Supplier will note that the information disclosed in response to a FoIA or EIR request may include its response. This may include attachments, embedded documents, any score or details of its evaluation.
  5. The Authorities Agent is responsible for deciding whether the commercially sensitive information or any other information is exempt from disclosure under the provisions of the FoIA or the EIR.
  6. The Authorities Agent may be required to disclose information under the FoIA, EIR and the Ministry of Justice Code even where information is identified as confidential or commercially sensitive. This may include disclosure of the information without consulting the Supplier or after having taken the Supplier’s views into account.
  7. If the Supplier considers any part of its response or any other Supplier information to be confidential or commercially sensitive, the Supplier will promptly and in writing:
     1. identify this Information to The Authorities Agent;
     2. explain the potential implications of its disclosure, specifically addressing the public interest test as in the FoIA; and
     3. estimate how long it believes such Information will remain confidential or commercially sensitive.
  8. The Authorities Agent will consider this when making a decision under the FoIA or EIR.
  9. The Supplier must:
     1. transfer to The Authorities Agent all requests for information that it receives within 2 working days of receiving it;
     2. provide all necessary help reasonably requested by The Authorities Agent to enable The Authorities Agent to respond to the request for information within the timescales set out in Section 10 of the FoIA or Regulation 5 of the EIR; and
     3. provide The Authorities Agent with a copy of all information about a request for information, in its possession or control, in the form that The Authorities Agent requires within 5 working days of The Authorities Agent’s request.
  10. The Authorities Agent will make reasonable efforts to notify the Supplier when it receives a relevant FoIA or EIR request so that the Supplier may make appropriate representations.

**Promoting Tax Compliance**

* 1. If Tax Non-Compliance happens during the Framework Agreement, the Supplier will:
     1. tell The Authorities Agent in writing within 5 working days;
     2. promptly provide The Authorities Agent with details of the steps it has taken to address the non-compliance; and
     3. provide any other information The Authorities Agent reasonably needs.
  2. The Authorities Agent can end this Framework Agreement for Material Breach if the Supplier doesn’t:
     1. comply with clause 7.28; or
     2. provide details of any mitigating factors and its plans to prevent recurrence, which are acceptable to The Authorities Agent.
  3. Not used.
  4. Not used.

**Transfer and Subcontracting**

* 1. The Supplier must not assign, novate, subcontract or in any other way dispose of this Framework Agreement or any part of it without The Authorities Agent’s prior written approval. Subcontracting any part of this Framework Agreement will not relieve the Supplier of its duties under this Framework Agreement.
  2. The Supplier will only subcontract if this has been specified in their tender response, or with the prior written approval of the Buyer. If the Supplier chooses to use Subcontractors, this will be outlined in any order along with the percentage of delivery allocated to each Subcontractor.
  3. The Supplier is responsible for the acts and omissions of its Subcontractors and Supplier staff as though they are its own.
  4. Provided that it does not increase the burden on the Supplier under the Framework Agreement, The Authorities Agent may assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement or any part of it to any:
     1. other body established by the Crown or under statute to substantially perform any of the functions previously performed by The Authorities Agent; or
     2. Private Sector Body which substantially performs the functions of The Authorities Agent Contracts (Rights of Third Parties) Act 1999 or acts as its Procurement Agent.
  5. With the exception of Buyers who can enforce provisions intended for their benefit with The Authorities Agent’s approval, a person who is not Party to this Framework Agreement has no right to enforce any of its terms.
  6. Not used

**Complaints handling and resolution**

* 1. Either Party will notify the other Party of any formal complaints made by the Buyer’s end users, which are not resolved within 5 working days.
  2. If the Supplier is the Party providing the notice, the notice will contain full details of the Supplier's plans to resolve the complaint.
  3. The Supplier will work to resolve the complaint within 10 working days.
  4. The Supplier will provide full details of a complaint, including details of steps taken to resolve it, within 5 working days of a request by The Authorities Agent or the Buyer.

**Conflicts of interest and ethical walls**

* 1. The Supplier must use reasonable endeavours to avoid being in a position of potential conflict between its financial, personal, and other interests (or those of the Supplier staff or any affiliated company) and the duties owed to The Authorities Agent and the Buyer under this Framework Agreement or any Call-Off Contract.
  2. Any breach of these Conflict of Interest and Ethical Walls Clauses 7.42 to 7.48 (inclusive) will be deemed to be a Material Breach.
  3. For illustrative purposes and not as a definitive list, a conflict of interest can potentially happen if the Supplier, an affiliated company or a member of the Supplier staff:
     1. is being considered for the opportunity to deliver Products and/or Services and any of them has had involvement in the same or other related projects that may give them an advantage;
     2. is related to someone in another Supplier team or has a business interest in another Supplier and both are part of the same team providing the products or performing the Services; or
     3. has been provided with, or had access to, information which would give an unfair advantage in the buying process;
  4. Subject to clause 4.4, the Supplier will fully compensate and keep The Authorities Agent and all Buyers safe from losses which the Buyer or the Authorities Agent may suffer as a result of a breach of these Conflict of Interest and Ethical Walls Clauses 7.42 to 7.48 (inclusive).
  5. If the Supplier identifies a risk of a conflict or potential conflict, it will (before starting work under a Call-Off Contract):
     1. inform the Buyer of the conflict of interest and how it plans to mitigate the risk; and
     2. if agreed by the Buyer, promptly establish the necessary ethical wall arrangements.
  6. Details of the mitigation arrangements must be sent to the Buyer as soon as possible.
  7. The Buyer will, at its discretion, notify the Supplier if the arrangements are acceptable or whether the risk or conflict is a Material Breach.

**Publicity and Branding**

* 1. The Supplier will not do or fail to do anything which may damage the public reputation of The Authorities Agent under this Framework Agreement or otherwise. The Authorities Agent may end the Framework Agreement for Material Breach if the Supplier causes material adverse publicity relating to or affecting The Authorities Agent or the Framework Agreement.
  2. The Supplier will indemnify The Authorities Agent against all losses resulting from the Supplier’s use of The Authorities Agent’s logo unless permission has been granted.
  3. The Supplier will not make any press announcements about the Framework Agreement or any Call-Off Contracts without The Authorities Agent’s written approval.

**Equality and Diversity**

* 1. The Supplier will comply with any discrimination laws and other requirements and instructions which The Authorities Agent and the Buyer reasonably require.
  2. The Supplier will make sure that all Supplier staff engaged in the performance of this Framework Agreement and any Call-Off Contract observe these Equality and Diversity Clauses 7.52 to 7.54 (inclusive).
  3. Subject to GDPR, or other legal requirements, the Supplier will notify The Authorities Agent immediately of any legal proceedings issued against it by any Supplier staff on the grounds of discrimination.

**Intellectual Property Rights**

* 1. Other than as set out in any Call-Off Contract, neither The Authorities Agent, the Buyer nor the Supplier will acquire any right, title or interest in the other's Intellectual Property Rights (IPRs).
  2. The Supplier must own or have a valid licence for any IPRs used to perform its obligations under this Framework Agreement and any Call-Off Contract. These must be maintained for the term of the Framework Agreement and any relevant Call-Off Contracts.

**Data Protection**

* 1. The Supplier and the Authorities Agent shall comply with Data Protection Legilsation in relation to this Framework Agreement.
  2. Not used.

**Notices**

* 1. Any notices sent must be in writing. An email is accepted as being 'in writing'. The Authorities Agent’s email address is: dpo@enframe.org.uk
  2. Other than a dispute notice under this Framework Agreement, this clause does not apply to any legal action or other method of dispute resolution which will be served at the following addresses:

|  |  |
| --- | --- |
| **For The Authorities Agent** | **For the Supplier** |
| enFrame CIC  East Wing  Stuart House  St John’s Street  Peterborough  PE1 5DD  For the attention of: Eleanor Platt  Email: dpo@eframe.org.uk | [Supplier\_Name]  [Supplier\_Address]  For the attention of: [insert supplier contact name and email address] |

**Insurance**

* 1. The Supplier must have Employer’s Liability Insurance of at least £5,000,000, Professional Indemnity Insurance of at least £2,000,000 and Public Liability Insurance of at least £5,000,000 during the term of this Framework Agreement. Suppliers will need to maintain further insurances to the indemnity levels and as set out in each Further Competiton and as may be set out in the relevant Call-Off Contract as regards liability arising under the relevant Call-Off Contract.

**Severability**

* 1. If any part of the Framework Agreement becomes invalid, illegal or unenforceable, it will be removed from the Framework Agreement and the remaining parts of the Framework Agreement or any Call-off Contracts will be unaffected.
  2. If any fundamental part of this Framework Agreement becomes invalid, The Authorities Agent and the Supplier may agree to remedy the invalidity. If the Parties can’t do this within 20 working days of becoming aware of the invalidity, the Framework Agreement will be automatically ended and each Party will be responsible for their own costs.

**Managing disputes**

* 1. When either Party notifies the other of a dispute relating to this Framework Agreement, both Parties will attempt in good faith to negotiate a settlement within 20 working days. This will include escalation of the dispute to The Authorities Agent Representative and the Supplier Representative. For the avoidance of doubt, Clauses 7.64 - 7.77 (inclusive) relate to disputes between the Parties as may arise in relation to this Framework Agreement, any disputes as may arise in relation to the Call-Off Contracts shall be subject to the relevant dispute resolution provisions as set out in the relevant Call-Off Contract.
  2. The obligations of the Parties under this Framework Agreement will not be suspended, ceased or delayed by the reference of a dispute to mediation or arbitration and the Supplier and their staff, and the Authorities Agent and their staff will continue to comply with the requirements of this Framework Agreement.
  3. Nothing in this process prevents a Party from seeking any interim order restraining the other Party from, or compelling the other Party to do, any act.
  4. If the dispute cannot be resolved, the parties will first attempt to settle the matter by mediation and before either party commences formal action.

**Mediation process**

* 1. A Mediator will be agreed by both Parties. If the Parties cannot agree on a Mediator within 10 working days after a request by one Party to the other, either Party will as soon as possible, apply to the Mediation Provider or to the Centre for Effective Dispute Resolution (CEDR) to appoint a Mediator. This application to CEDR must take place within 12 working days from the date of the proposal to appoint a Mediator, or within 3 working days of notice from the Mediator to either Party that they can’t or won’t act.
  2. The Parties will meet the Mediator within 10 working days of the Mediator’s appointment to agree a structure for the negotiations. The Parties can at any stage ask the Mediation Provider for advice about the process.
  3. Unless otherwise agreed, all negotiations and settlement agreements connected with the dispute will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
  4. If the Parties reach agreement, it will be put in writing and will be binding once it’s signed by the Parties’ Authorised Representatives.
  5. If agreement cannot be reached following a mediation, either Party can invite the Mediator to provide a non-binding opinion on settlement terms in writing. This opinion will be provided and will not be used in evidence in any proceedings about this Framework Agreement without the prior written consent of both Parties.
  6. If the Parties fail to reach agreement within 60 working days of the Mediator being appointed, or other period as agreed by the Parties, it can be referred to the courts or to arbitration (if both parties agree to determination by arbitration).
  7. Either Party can request by written notice that the dispute is referred to expert determination if the dispute relates to:
     1. Any technical aspect of the delivery of the Products and Services;
     2. the underlying technology; or
     3. financial issues.
  8. An expert will be appointed by written agreement between the Parties, but if they fail to agree on an expert within 10 working days of the first proposal by a Party, or if the person appointed is unable or unwilling to act, the expert will be appointed on the instructions of the relevant professional body.
  9. The expert will:
     1. act fairly and impartially and not as an arbitrator;
     2. provide a determination that will be final and binding on the Parties, unless there’s a Material Failure to follow the agreed process;
     3. decide the process to be followed and will be requested to make their determination within 30 working days of their appointment or as soon as possible, and the Parties will provide the documentation that the expert needs; and
     4. decide how and by whom the costs of the determination, including their fees and expenses, are to be paid. Any amount payable by one Party to another will be due within 20 working days of the Parties being notified of the determination.
  10. The expert determination process will be conducted in private and will be confidential.

**Confidentiality**

* 1. Unless disclosure is expressly permitted elsewhere in this Framework Agreement, each Party will:
     1. treat the other Party’s confidential information as confidential and safeguard it accordingly; and
     2. not disclose it without the relevant Party’s written consent.
  2. The Supplier and the Authorities Agent must take all necessary precautions to ensure that any confidential information is only disclosed to staff to the extent that it is strictly necessary for this Framework Agreement and must ensure that they comply with the obligations under this clause.
  3. The confidentiality clauses will not apply to any confidential information received by one Party from the other which:
     1. is or becomes public knowledge (unless by breach of this Framework Agreement);
     2. was already in the possession of the receiving Party without restriction as to its disclosure;
     3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
     4. is information independently developed without access to the other Party’s confidential information;
     5. must be disclosed under a statutory or legal obligation; or
     6. is disclosed on a confidential basis to a professional adviser.
  4. Nothing in this Framework Agreement will prevent The Authorities Agent from disclosing the Supplier's confidential information (including Management Information):
     1. for the examination and certification of The Authorities Agent’s accounts;
     2. for any examination under Section 6(1) of the National Audit Act 1983;
     3. to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees;
     4. to any Government department on the basis that the information can only be further disclosed to central government bodies;
     5. Not used.
     6. for sharing knowledge of the Services and their performance to Buyers on a confidential basis to exercise its rights or comply with its obligations under the Call-Off Contract; or
     7. on a confidential basis to a proposed transferee, assignee or novatee of, or successor in title to The Authorities Agent.
  5. The Supplier will maintain physical and IT security that follows Good Industry Practice to ensure there is no unauthorised access to any The Authorities Agent or Buyer Confidential information and data.
  6. Not used.
  7. If either Party fails to comply with these confidentiality clauses, the other Party reserves the right to end this Framework Agreement with immediate effect by notice in writing.
  8. The Supplier will immediately tell The Authorities Agent about any security breach of The Authorities Agent’s confidential information and will keep a record of those breaches. The Supplier will take all necessary steps to recover this information. The Supplier will co-operate with The Authorities Agent in any investigation into the breach that The Authorities Agent considers necessary.
  9. Either Party can use techniques, ideas or knowledge gained during this Framework Agreement unless using them results in unauthorised disclosure of the other Party’s confidential information or infringes Intellectual Property Rights under this Framework Agreement.

**Waiver and Cumulative Remedies**

* 1. The rights and remedies provided by this Framework Agreement can only be waived in writing by a Party if intent is clear and will only apply in the specific circumstances outlined here. Unless a right or remedy is expressed to be an exclusive right or remedy, the exercise of it by The Authorities Agent doesn’t affect The Authorities Agent’s other rights and remedies. Any failure or delay by a Party to exercise a right or remedy will not constitute a waiver.
  2. The rights and remedies provided by this Framework Agreement are cumulative and, unless otherwise provided in this Framework Agreement, are not exclusive of any right or remedies provided at Law.

**Corporate Social Responsibility**

* 1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of Suppliers who work with government. (https://www.gov.uk/government/publications/supplier-code-of-conduct)
  2. The Supplier shall comply with the standards set out in the Supplier Code of Conduct referenced in Clause 7.89.
  3. The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such reasonable corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.
  4. In addition to legal obligations, the Supplier shall support The Authorities Agent and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each contract in a way that seeks to:
     1. eliminate discrimination, harassment or victimisation of any kind; and
     2. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.
  5. The Supplier:
     1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
     2. shall not require any Supplier staff or Subcontractor staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
     3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
     4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
     5. shall make reasonable enquires to ensure that its officers, employees and subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
     6. shall have and maintain throughout the term of each contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
     7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a contract;
     8. shall prepare and deliver, if legally required to do so, to The Authorities Agent, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Clause 7.93;
     9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
     10. shall not use or allow child or slave labour to be used by its Subcontractors;
     11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to The Authorities Agent, the Buyer and Modern Slavery Helpline.
  6. The Supplier shall:
     1. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
     2. ensure that all Supplier staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
     3. All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
     4. not make deductions from wages:
        1. as a disciplinary measure;
        2. except where permitted by law; or
        3. without expressed permission of the worker concerned;
     5. record all disciplinary measures taken against Supplier staff; and
     6. ensure that Supplier staff are engaged under a recognised employment relationship established through national law and practice.
  7. The Supplier shall:
     1. ensure that the working hours of Supplier staff comply with national laws, and any collective agreements;
     2. that the working hours of Supplier staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
     3. ensure that use of overtime used responsibly, taking into account:

(a)  the extent;

(b)  frequency; and

(c)  hours worked;

by individuals and by the Supplier staff as a whole;

* 1. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 7.97 below.
  2. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
     1. this is allowed by national law;
     2. this is allowed by a collective agreement freely negotiated with a Workers’ Organisation representing a significant portion of the workforce;
     3. Appropriate safeguards are taken to protect the workers’ health and safety;
     4. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
  3. All Supplier staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.
  4. The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which found online at:

https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs

# Schedule 1 - Self Audit Certificate

The Supplier must provide The Authorities Agent with Self audit certificates within 3 months of this Framework Agreement commencing. It must be signed by the Head of Internal Audit, a Finance Director or the company’s External Auditor

Dear Sir or Madam,

Under the Framework Agreement entered into on May 2022 between [Supplier\_Name] and enFrame CIC, we confirm the following:

In our opinion [Supplier\_Name] has in place suitable systems for identifying and recording the transactions taking place under the provisions of the above Framework Agreement.

We have tested the systems for identifying and reporting on Framework Agreement activity and found them to be correct and under the terms and conditions of the above Framework Agreement.

|  |  |
| --- | --- |
| Signature: | Please do not sign. I will send link to digitally sign online. |
| Name: |  |
| Role: |  |
| Date: | Please do not date. I will send link to digitally sign online. |

# Schedule 2 - Glossary and Interpretations

1. If the context allows, any words in the singular also include the plural meaning and the other way round.
2. The words ‘include’, ‘includes’ ‘including’ and ‘for example’ and words of similar effect will not limit the general effect of the words which precede them.
3. References to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees.
4. References to any statute, enactment, order, regulation or other similar instrument will be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted.
5. Headings are included in this Framework Agreement for ease of reference only and will not affect the interpretation or construction of this Framework Agreement.
6. References in this Framework Agreement to any clause or schedule without further designation will be construed as a reference to the clause or sub-clause or schedule to this Framework Agreement so numbered.
7. References in this Framework Agreement to any paragraph or sub-paragraph without further designation will be construed as a reference to the paragraph or sub-paragraph of the relevant schedule to this Framework Agreement so numbered.
8. Reference to a clause is a reference to the whole of that clause unless stated otherwise.
9. Approvals or agreements to be given by a Party should not be unreasonably withheld or delayed.
10. Reference to a month means a calendar month.

|  |  |
| --- | --- |
| **Word** | **Meaning and interpretation** |
| Admin Fees | The fees payable by the Supplier under Clauses 6.9 to 6.17. |
| Application | The response submitted by the Supplier to the Invitation to Tender. |
| Buyer | A UK Public Sector Body, or Contracting Authority, as described in the FTS Contract Notice or Regulation 2 of the Public Contracts Regulations 2015, that can execute a Call-off Contract under this Framework Agreement. |
| Buyer Data | All data supplied by the Buyer to the Supplier including personal data and service data that is owned and managed by the Buyer. |
| Buyer Software | Software owned by or licensed to the Buyer (other than under or for this Framework Agreement), which is or will be used by the Supplier for the purposes of providing the Services. |
| Call-off Contract | The legally binding agreement (entered into following the provisions of this Framework Agreement and a Further Competiton) for the provision of Products or Services made between a Buyer and the Supplier in the form of template call-off contracts attached at Schedule 3. |
| Call-Off Procedure | See Further Competition. |
| Call-off Term | The period of the Call-off Contract as specified in the Call-off Contract. |
| The Authority Data | All data supplied by the Buyer to the Supplier including personal data that is owned and managed by The Authority. |
| The Authority Representative/Agent | The Authority Representative for this Framework Agreement. |
| Charges | The prices (excluding any applicable VAT) payable to the Supplier by the Buyer under the Call-off Contract. |
| Commercially Sensitive Information | Information, which The Authority has been notified about by the Supplier in writing (before the start date of the Framework Agreement) or the Buyer (before the Call-off Contract Start Date) with full details of why the Information is considered commercially sensitive. |
| Comparable Supply | The supply of Products and Services to another customer of the Supplier that are the same or similar to any of the Products and Services. |
| Confidential Basis | Any disclosure by the recipient to a third party is subject to a confidentiality agreement or arrangement containing the same terms as those placed on the recipient under the confidentiality clauses. |
| Confidential Information | Data, personal data and any information, which may include (but is not limited to) any:   * information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above * other information clearly designated as being confidential or which should reasonably be considered to be confidential (whether or not it is marked 'confidential'). |
| Control | ‘Control’ as defined in Section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly. |
| Controller | Takes the meaning given in the Data Protection Act 2018. |
| Data Protection Legislation | The Data Protection Act 2018, the GDPR (to the extent applicable), the UK GDPR, any other applicable law concerning data protection, privacy or confidentiality and any subordinate or related legislation. |
| Default | This means any:   * breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term). * other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier staff (whether by act or omission), in connection with or in relation to this Framework Agreement   Unless otherwise specified in this Framework Agreement the Supplier is liable to The Authorities Agent for a Default of the Framework Agreement and in relation to a Default of the Call-off Contract, the Supplier is liable to the Buyer. |
| Deliverable(s) | The Products and Services the Buyer contracts the Supplier to provide under a Call-off Contract. |
| DOTAS | The Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide information on them within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made in that Act as extended to National Insurance Contributions by the National Insurance Contributions Regulations 2012 made under section 132A Social Security Administration Act 1992. |
| DPA or DPA 2018 | Data Protection Act 2018 and any amendments. |
| End | Means to terminate; and Ended and Ending will be construed accordingly. |
| Environmental Information Regulations or EIR | The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about these regulations. |
| Force Majeure | A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:   * acts, events or omissions beyond the reasonable control of the affected Party. * riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare. * epidemics and pandemics. * acts of government, local government or Regulatory Bodies. * fire, flood or disaster and any failure or shortage of power or fuel. * industrial dispute affecting a third party for which a substitute third party is not reasonably available.   The following do not constitute a Force Majeure event:   * any industrial dispute about the Supplier, its staff, or failure in the Supplier’s (or a Subcontractor's) supply chain. * any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure. * the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Framework Agreement was entered into. * any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans. |
| Framework Agreement | The clauses of this Framework Agreement, the Invitation to Tender together with the Schedules. |
| Framework Management Charge | The sum paid by the Supplier to enFrame CIC for setting up and running this Framework Agreement, the Sum being an amount of up to 3% (as specified in Clause 6.18 - 6.23) of all charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or end of any Call-off Contract. |
| Framework Suppliers | The Suppliers who have been awarded a Framework Agreement on this framework. |
| Fraud | Any offence under laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown. |
| Freedom of Information Act or FoIA | The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation. |
| FTS Contract Notice | The Contract Notice in the Cabinet Office’s Find a Tender Service (FTS). |
| Further Competition | The process used to establish a Call-Off Contract that facilitates the provision of Products and Services under this Framework Agreement. Also known as a Call-Off Procedure. |
| General Anti-Abuse Rule | The legislation in Part 5 of the Finance Act 2013 and any future legislation introduced to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions. |
| GDPR | Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016, otherwise known as the General Data Protection Regulation. |
| Good Industry Practice | Standards, practices, methods and process conforming to the law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking under the same or similar circumstances. |
| Group of Economic Operators | A partnership or consortium not (yet) operating through a separate legal entity. |
| Guidance | Any current UK Government guidance on the Public Contracts Regulations 2015. |
| General Anti-Abuse Rule | The legislation in Part 5 of the Finance Act 2013 and any future legislation introduced to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions. |
| Halifax Abuse Principle | The principle explained in the CJEU Case C-255/02 Halifax and others. |
| Inside IR35 | Employment engagements that would be within the scope of the IR35 Intermediaries legislation if assessed by the ESI tool. |
| Insolvency Event | Can be:   * a voluntary arrangement. * a winding-up petition. * the appointment of a receiver or administrator. * an unresolved statutory demand. * a Schedule A1 moratorium. |
| Intellectual Property Rights or IPR | 1. Copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in confidential Information. 2. Applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction. 3. All other rights having equivalent or similar effect in any country or jurisdiction. |
| Intermediary | For the purposes of the IR35 rules, an intermediary can be:   * the Supplier's own limited company. * a Service or a Personal Service Company. * a partnership.   It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example an employment agency). |
| Invitation to Tender | The Invitation to Tender for this Framework Agreement. |
| IR35 | IR35 is also known as ‘intermediaries legislation’. It’s a set of rules that affect tax and national insurance if a Supplier is contracted to work for a client through an intermediary. |
| Know-How | All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Products and Services but excluding know-how already in the Supplier's or The Authorities Agent's possession before the start date. |
| Law | Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, by-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply. |
| Loss | All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'losses' will be interpreted accordingly. |
| Malicious Software | Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence. |
| Management Charge | The sum paid by the Supplier to The Authority or The Authority’s Agents being an amount of up to 3% and currently set at 3% of all charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or end of any Call-off Contract. |
| Management Information or MI | The management information specified in Section 6 - What you report to The Authority. |
| Material Breach | A breach by the Supplier of the following clauses in this Framework Agreement:   * IR35. * Transfer and subcontracting. * Equality and diversity. * Conflicts of interest and ethical walls. * Warranties and representations. * Management information. * Management charges. * Publicity and branding. * Bribery and corruption. * Fraud and notice of fraud. * Data protection and disclosure. * Intellectual Property Rights. * Confidentiality. * Any single serious breach or persistent failure to perform as required by this Framework Agreement or under a Call-off Contract. |
| Material Change | Has the same meaning as substantial change or modification in Regulation 72 (8) of The Public Contracts Regulations 2015 or such replacement procurement regulations as are in force from time to time" to cover the new Procurement Bill. |
| MI Failure | A failure by the Supplier to provide as set out in Clause 6. |
| Ministry of Justice Code | The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000. |
| MI Report | The management information report provided by the Supplier under Section 6 - What you report to The Authority. |
| Model Contract | The Call-off Contract template. |
| Open Procedure | The process set out in Regulation 27 PCR 2015. |
| Order | An order for Products or Services placed by a Buyer with the Supplier as defined in The Public Contracts Regulations 2015 (http://www.legislation.gov.uk/uksi/2015/102/contents/made) and the Public Contracts (Scotland) Regulations 2015 (http://www.legislation.gov.uk/ssi/2015/446/contents/made). |
| Parent Company | Any company which is the ultimate Holding Company of the Supplier. |
| Party | Party for the purposes of the:   * Framework Agreement, The Authorities Agent or the Supplier and 'Parties' will be interpreted accordingly. * Call-off Contract, the Supplier or the Buyer and 'Parties' will be interpreted accordingly. |
| Partner | Any business entity with whom the Supplier works in order to provide the Services. |
| Personal Data | Takes the meaning given in the Data Protection Act 2018. |
| Processing | Takes the meaning given in the Data Protection Act 2018. |
| Regulatory Bodies | Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Framework Agreement. |
| Prohibited Act | To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or The Authority a financial or other advantage to:   * induce that person to perform improperly a relevant function or activity; * reward that person for improper performance of a relevant function or activity; or * commit any offence:   + under the Bribery Act 2010;   + under legislation creating offences concerning fraud;   + at common law concerning fraud; or   + committing or attempting or conspiring to commit fraud. |
| Protective Measures | Appropriate technical and organisational measures which may include: pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it. |
| Relevant Person | Any employee, agent, servant, or representative of The Authority, any other public body or person employed by or on behalf of The Authority, or any other public body. |
| Reporting Date | The seventh day of each month following the month to which the relevant MI relates. A different date can be chosen if agreed between the Parties. |
| Request(s) for Information | A request for information or an apparent request under the Code of Practice on Access to Government Information, FoIA or the Environmental Information Regulations. |
| Response | The response submitted by the Supplier to the Invitation to Tender. |
| Services | Means ICT Products and/or Services. |
| Service Definition(s) | The definition of the Supplier's Services provided as part of their application that includes, but is not limited to, those items listed in Section 2 - Services Offered, of this Framework Agreement. |
| Service Description | The description of the Supplier service offering. |
| Service Essentials | The Applicants service details provided in their application and as set out in supplier guidance issued from time to time. |
| Service Personal Data | The personal data supplied by a Buyer to the Supplier in the course of the use of the Framework Services for purposes of, or in connection with, this Framework Agreement or a Call-off Contract. |
| Special Purpose Vehicle | A separate legal entity jointly controlled by a Group of Economic Operators to provide Services. |
| Specific Change in Law | A change in the law that relates specifically to the business of The Authority and which would not affect a comparable supply. |
| Sponsors | Academies Enterprise Trust (AET) a company incorporated in England & Wales with registered number 06625091 whose registered office is at 3rd Floor 183 Eversholt Street, London, United Kingdom, NW1 1BU, (**“Framework Sponsor”**).  The Elliot Foundation Academies Trust (TEFAT), a company incorporated in England & Wales with registered number 7844369 whose registered office is at 144 York Way, London, United Kingdom, N1 0AX, (**“Framework Sponsor”**). |
| Sponsors Data | All data supplied by the Sponsor to the Supplier including personal data and service data that is owned and managed by the Sponsor. |
| Sponsors Software | Software owned by or licensed to the Sponsor (other than under or for this Framework Agreement), which is or will be used by the Supplier for the purposes of providing the Services. |
| Standstill Period | Has the meaning given in Volume 1 of the Invitation to Tender. |
| Subcontract | Any contract or agreement or proposed agreement between the Supplier and a Subcontractor in which the Subcontractor agrees to provide to the Supplier the ICT Products or Services or any part thereof, necessary for the provision of the ICT Products and Services or any part thereof. |
| Subcontractor | Any third party engaged by the Supplier under a Subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of ICT Products and Services. |
| Subcontractor Staff | All persons employed by the Subcontractor, together with the Subcontractor’s servants or agents. |
| Supplier Declaration | The document containing the selection and award questions for the procurement. |
| Supplier Representative | The Representative appointed by the Supplier in relation to this Framework Agreement. |
| Supplier Staff | All persons employed by the Supplier together with the Supplier’s servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Framework Agreement or any Call-off Contracts. |
| Supplier Terms | The Supplier’s terms and conditions for the Products and Services and as set out in Section 2 - Services offered, and in the form supplied as part of the Supplier’s application. |
| Tax Non- Compliance | 1. Any tax return the Supplier submitted to HMRC, or the relevant tax authority if the Supplier is established on or after 1 October 2012, is found to be incorrect as a result of: 2. HMRC or the relevant tax authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an equivalent effect; or 3. the failure of an avoidance scheme used by the Supplier which should be notified to HMRC or the relevant tax authority under the DOTAS or any equivalent regime. 4. The Supplier’s tax affairs give rise on or after 1 April 2013 to a criminal conviction in any country for tax related offences which is not spent at the effective date or to a penalty for civil fraud or evasion. |
| Term | The term of this Framework Agreement as specified in Section 1 - The appointment. |
| Terms of Participation | The terms set out in the Invitation to Tender. |
| UK GDPR | The UK GDPR as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018. |
| Working Days | Any day other than a Saturday, Sunday or public holiday in England and Wales. |
| Year | A contract year. |

# Schedule 3 - Template Call-Off Contracts

EN-ICT-1021-P3 ITT Vol 5.1 Equipment, Software & Services Contract & Guidance Notes – Final.docx

EN-ICT-1021-P3 ITT Vol 5.2 WAN Services Contract & Guidance Notes – Final.docx

# Schedule 4 – MI Reporting Template

EN-ICT-0521 MI Report template v1.0.xlsx



# Appendix 1 - Eligible Public Sector Bodies

The framework will be used by Academies Enterprise Trust, The Elliot Foundation Trust, any academies who are members of the trusts, and any other Contracting Authorities who wish to avail themselves of the facilities of the framework through the Further Competition process as defined in Volume 1 – Instructions and Guidance for Tenderers.

The framework agreement is for use by the following UK public sector bodies (and any future successors to these organisations):

|  |  |
| --- | --- |
| **Education** | |
| 1 | Educational Establishments in England and Wales, maintained by the Department for Education including Multi-Academy Trusts (MATs), Schools, Academies, Free Schools, Universities and Colleges.  <https://get-information-schools.service.gov.uk> |
| 2 | Schools in Northern Ireland.  <http://apps.education-ni.gov.uk/appinstitutes/default.aspx> |
| 3 | Universities and Colleges in Northern Ireland.  <https://www.nidirect.gov.uk/articles/universities-and-colleges-northern-ireland> |
| 4 | Scottish Schools.  <https://education.gov.scot/parentzone/find-a-school/> |
| 5 | Scottish Colleges and Universities.  <https://www.universities-scotland.ac.uk/member-universities/>  <https://collegesscotland.ac.uk/Colleges-in-Scotland/collegesinscot.html> |
| 6 | Further or higher education institutions being fundable bodies within the meaning of section 6 of the Further and Higher Education (Scotland) Act 2005 any public body established by or under the Scotland Act 1998 or any Act of the Scottish Parliament. |
| **Government Departments** | |
| 7 | Central Government Departments, Local Government and Public Corporations that can be accessed at the Public Sector Classification Guide:  <https://www.ons.gov.uk/economy/nationalaccounts/uksectoraccounts/datasets/publicsectorclassificationguide>  <https://www.britishservices.co.uk/govdepartments.htm>  **Please note**: Central Government departments may be subject to Government Digital Service approval before using the Framework Agreement. |
| 8 | Northern Ireland Government Departments  <http://www.northernireland.gov.uk/gov.htm> |
| 9 | * Scottish Government.   <https://www.gov.scot>   * Scottish Parliament.   <https://www.parliament.scot>   * Offices in the Scottish Administration which are not ministerial offices. * Cross-border public authorities within the meaning of section 88(5) of the Scotland Act 1998. * The Scotland Office.   <http://www.scotlandoffice.gov.uk/scotlandoffice/33.30.html>   * The Scottish Parliamentary Corporate Body. * Councils constituted under section 2 of the Local Government etc. (Scotland) Act 1994 (except where they are acting in their capacity as educational authority). |
| **Local Authorities** | |
| 10 | Local Authorities in England and Wales.  <https://www.local.gov.uk/our-support/guidance-and-resources/communications-support/digital-councils/social-media/go-further/a-z-councils-online> |
| 11 | Scottish Local Authorities.  <https://www.mygov.scot/organisations/#scottish-local-authority> |
| 12 | Northern Ireland Public Sector Bodies and Local Authorities.  <http://www.northernireland.gov.uk/az2.htm> |
| **NHS & Health** | |
| 13 | NHS Bodies in England.  <http://www.nhs.uk/ServiceDirectories/Pages/AcuteTrustListing.aspx>  <http://www.nhs.uk/ServiceDirectories/Pages/AmbulanceTrustListing.aspx>  <http://www.nhs.uk/ServiceDirectories/Pages/SpecialHealthAuthorityListing.aspx>  <http://www.nhs.uk/ServiceDirectories/Pages/OtherListing.aspx> |
| 14 | Health and Social care in Northern Ireland.  <http://online.hscni.net/hospitals/>  <http://online.hscni.net/hospitals/health-and-social-care-trusts/> |
| 15 | NHS Bodies in Scotland.  <https://www.scot.nhs.uk/organisations/> |
| 16 | NHS Bodies in Wales.  <http://www.wales.nhs.uk/ourservices/directory> |
| 17 | Hospices in the UK.  <https://www.hospiceuk.org/about-hospice-care/find-a-hospice> |
| **Police** | |
| 18 | Police Forces in the United Kingdom.  <https://www.police.uk/pu/find-a-police-force/>  <http://apccs.police.uk/about-the-apcc/> |
| 19 | Police Forces in Scotland.  <http://www.scotland.police.uk/your-community/>  The Scottish Police Authority.  <https://www.spa.police.uk> |
| 20 | Police Forces in Northern Ireland.  <https://www.psni.police.uk/my-area/all-districts/> |
| 21 | Police Forces in Wales.  <https://www.south-wales.police.uk/contact/find-a-police-station/> |
| **Housing Associations** | |
| 22 | Housing Associations (Registered Social Landlords) in England and Wales.  <https://www.gov.uk/government/publications/current-registered-providers-of-social-housing> |
| 23 | Housing Associations in Northern Ireland.  <https://www.nidirect.gov.uk/contacts/housing-associations> |
| 24 | Housing Associations in Scotland.  <http://www.sfha.co.uk/component/option,com_membersdir/Itemid,149/view,membersdir/> |
| **Other Public Bodies** | |
| 25 | Public Bodies and NDPBs in England.  <https://www.gov.uk/government/organisations>  <https://www.gov.scot/publications/national-public-bodies-directory> |
| 26 | Scottish Public Bodies, Agencies, and NDPBs.  <https://www.gov.scot/publications/national-public-bodies-directory/> |
| 27 | Welsh Public Bodies.  National Assembly for Wales, Welsh Assembly Government and Welsh Local Authorities, and all bodies covered by:  <https://gov.wales/register-devolved-public-bodies> |
| 28 | Northern Ireland Public Sector Bodies and Local Authorities.  <https://www.finance-ni.gov.uk/articles/list-public-bodies-which-ni-public-procurement-policy-applies> |
| 29 | National Parks Authorities.  <https://www.nationalparks.uk/parks/>  <https://www.nidirect.gov.uk/articles/wildlife-reserves-and-designated-landscapes#toc-0>  <https://www.nature.scot/enjoying-outdoors/discover-our-national-parks>  <https://www.wlga.wales/national-parks> |
| 30 | Fire and Rescue Services in the United Kingdom.  <http://www.fireservice.co.uk/information/ukfrs>  <https://www.nifrs.org/home/about-us/your-area/>  <http://www.firescotland.gov.uk/your-area.aspx> |
| 31 | Third Sector and Charities in the United Kingdom.  <http://www.charitycommission.gov.uk/find-charities/>  <https://www.oscr.org.uk/search/register-search/>  <https://www.charitycommissionni.org.uk/charity-search> |
| 32 | Citizens Advice in the United Kingdom.  <http://www.citizensadvice.org.uk/index/getadvice.htm>  [www.cas.org.uk](http://www.cas.org.uk)  <https://www.citizensadvice.org.uk/about-us/northern-ireland/> |
| 33 | * Public Service Ombudsman for England.   <https://www.gov.uk/government/consultations/public-service-ombudsman>   * NI Public Services Ombudsman.   <https://nipso.org.uk>   * Scottish Public Services Ombudsman.   <https://www.spso.org.uk>   * The Public Services Ombudsman for Wales.   <https://www.ombudsman.wales> |
| 34 | * Information Commissioner for England, Wales and Northern Ireland   <https://ico.org.uk>   * Scottish Information Commissioner <https://www.itspublicknowledge.info/home/ScottishInformationCommissioner.aspx> |
| 35 | Student Loans Company Limited. |
| 36 | Northern Lighthouse Board. |
| 37 | Commissioner for Children and Young People in Scotland. |
| 38 | Scottish Commission for Human Rights. |
| 39 | Commission for Ethical Standards in Public Life in Scotland. |
| 40 | Standards Commission for Scotland. |
| 41 | National Records of Scotland. |
| 42 | Historic Scotland. |
| 43 | Disclosure Scotland. |
| 44 | Registers of Scotland. |
| 45 | Scottish Qualification Authority. |
| 46 | Scottish Courts Service. |
| 47 | Scottish Prison Service. |
| 48 | Transport Scotland. |
| 49 | The Scottish Government Core Directorates. |
| 50 | Highlands and Islands Enterprise. |
| 51 | Crown Office & Procurator Fiscal Service. |
| 52 | National Museums of Scotland. |
| 53 | Scottish Children's Reporter Administration. |
| 54 | Scottish Enterprise. |
| 55 | Scottish Environment Protection Agency. |
| 56 | Scottish Legal Aid Board. |
| 57 | Scottish Natural Heritage. |
| 58 | Skills Development Scotland. |
| 59 | Visit Scotland. |
| 60 | Cairngorms National Park Authority. |
| 61 | Office of Scottish Charity Regulator. |
| 62 | Forestry Commission Scotland. |
| 63 | Audit Scotland. |
| 64 | Any corporation established, or a group of individuals appointed to act together, for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character, and   1. financed wholly or mainly by another UK public sector body listed above, 2. subject to management supervision by another UK public sector body listed above, or 3. more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, are appointed by another UK public sector body listed above, 4. an association of or formed by one or more of the UK public sector bodies listed above. |

All potential suppliers should make themselves aware of the changes as it may impact on this Requirement. The link below to the Gov.uk website provides information on the new GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

# Appendix 2 – Document Changes

Record of changes and updates to Framework Agreement.

**First Published Document**

|  |  |
| --- | --- |
| File Name: | EN-ICT-1021 ITT Vol 5 Framework Agreement – Final.docx |
| Release Date: |  |
| Reason for Release: | ICT Framework Invitation to Tender – Phase 1 |
| Approved by: | enFrame Board |
| Document Owner: | Eleanor Platt |

**Amendments**

|  |  |
| --- | --- |
| New File Name: | EN-ICT-1021 ITT Vol 5 Framework Agreement – Updated 091221.docx |
| Date Amended: | 09/12/21 |
| Amended by: | Eleanor Platt |
| Reason for amendments: | Amendments made based on feedback from Supplier. |
| Amendments made: | 5.1.3. Material Breaches – Added section in blue “the Supplier commits a Material Breach of this Framework Agreement and where the breach is remediable, fails to rectify that breach within thirty (30) day of being notified of the breach.  7.3.7. Transfer and Sub-Contracting – Deleted “The Authorities Agent may act as agent and trustee for each Buyer. The Authorities Agent can enforce any clause or recover any loss for a Buyer for a breach of any clause.” Changed to “Not Used.”  7.5.4. Equality and Diversity – Added “Subject to GDPR, or other legal requirements” to The Supplier will notify The Authorities Agent immediately of any legal proceedings issued against it by any Supplier staff on the grounds of discrimination. Intellectual Property Rights.  7.6.1. Insurance – Changed Employer’s Liability Insurance from £10,000,000 to £5,000,000 and Professional Indemnity Insurance from £5,000,000 to £2,000,000. |
| Approved by: | enFrame Board |

**Amendments**

|  |  |
| --- | --- |
| New File Name: | EN-ICT-1021 ITT Vol 5 Framework Agreement – Updated 040321.docx |
| Date Amended: | 04/03/21 |
| Amended by: | Eleanor Platt |
| Reason for amendments: | Amendments made based on feedback from Supplier. |
| Amendments made: | 4.1.1. Deleted ", Authorities Agent" from "it has full capacity, Authorities Agent and all necessary authorisations, consents, licences and permissions, to enter into and perform its obligations under the Framework Agreement and each Call-Off Contract, including if a Supplier’s processes need the consent of its Parent Company;".  4.5.1. Added the words in blue to "regulatory losses or fines arising directly from the Supplier’s breach of any laws, **including** additional operational or administrative costs and expenses arising directly from any Material Breach; or"  4.5.2. wasted expenditure or unnecessary charges The Authorities Agent pays as a **direct result** of the Supplier's default.”  4.5. Added “The Authorities Agent shall at all times be under an obligation to mitigate costs, losses, fines, charges and expenditure in so far as it is capable of doing so.”  6.19. Changed "The Framework Management Charge excludes VAT and is set for each Framework Lot or Sub-Lot and specified in the table below but may be increased at The Authorities Agent’s or their Agent’s discretion." to "The Framework Management Charge excludes VAT, is set for each Further Competition and included in the Summary Table of the Covering Letter in the Further Competition document set and will not change for the entire contractual period of that Further Competition. The Charge is set for each Framework Lot or Sub-Lot based on the percentages specified in the table below and may be increased at The Authorities Agent’s or their Agent’s discretion. Such changes will be communicated to Panel Members in the Further Competition documentation."  7.28. Changed "tax non-compliance" to "Tax Non-Compliance".  Deleted the information below in **blue** as these Acts have been repealed.  **Official Secrets Act**  7.30 The Supplier will comply with, and ensure that the Supplier staff comply with, the provisions of the Official Secrets Act 1911 to 1989 and Section 182 of the Finance Act 1989.  7.31 If the Supplier or the Supplier’s staff fail to comply with the above Official Secrets Act Clause 7.30, The Authorities Agent reserves the right to end this Framework Agreement with immediate effect by giving notice in writing to the Supplier.  7.38. Added word in blue to "Either Party will notify the other Party of any **formal** complaints made by the Buyer’s end users, which are not resolved within 5 working days."  7.43. In "Any breach of these Conflict of Interest and Ethical Walls Clauses 7.42 to 7.48 (inclusive) will be deemed to be a Material Breach." changed "and' to "to".  7.50. Added the information in blue to “The Supplier will indemnify The Authorities Agent against all losses resulting from the Supplier’s use of The Authorities Agent’s logo unless permission has been granted”.  7.54. Changed "Intellectual Property Rights." so that it is a heading.  7.59. Deleted additional "Agent" in "Any notices sent must be in writing. An email is accepted as being 'in writing'. The Authorities Agent Agent’s email address is: dpo@enframe.org.uk".  7.65. Changed "The obligations of the Parties under this Framework Agreement will not be suspended, ceased or delayed by the reference of a dispute to mediation or arbitration and the Supplier and Supplier’s staff will continue to comply with the requirements of this Framework Agreement." to "The obligations of the Parties under this Framework Agreement will not be suspended, ceased or delayed by the reference of a dispute to mediation or arbitration and the Supplier and their staff, and the Authorities Agent and their staff will continue to comply with the requirements of this Framework Agreement."  7.84. Changed "If the Supplier fails to comply with these confidentiality clauses, The Authorities Agent reserves the right to end this Framework Agreement with immediate effect by notice in writing. " to "If either Party fails to comply with these confidentiality clauses, the other Party reserves the right to end this Framework Agreement with immediate effect by notice in writing."  7.87. In "The rights and remedies provided by this Framework Agreement can only be waived in writing by a Party if intent is clear and will only apply in the specific circumstances outlined here. Unless a right or remedy **The Authorities Agent** is expressed to be an exclusive right or remedy, the exercise of it by The Authorities Agent doesn’t affect The Authorities Agent’s other rights and remedies. Any failure or delay by a Party to exercise a right or remedy will not constitute a waiver." deleted the words in blue.  7.91. Added word in blue to "The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such **reasonable** corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time."  Schedule 1: Self Audit Certificate. Changed from “expiring or Ending” to “commencing”. |
| Approved by: | Mark Platt |

**Amendments**

|  |  |
| --- | --- |
| New File Name: | EN-ICT-1021 ITT Vol 5 Framework Agreement – Updated 230522.docx |
| Date Amended: | 23/05/22 |
| Amended by: | Eleanor Platt |
| Reason for amendments: | Amendments made based on feedback from Supplier. |
| Amendments made: | D: (pg2)Changed “sponsor’ to “Framework Sponsor”  5.6. Changed “Ending, suspension or expiry of this Framework Agreement will not affect any accrued rights, remedies or obligations of either Party.” to “Ending, suspension or expiry of this Framework Agreement in accordance with clause 5.5 will not affect any accrued rights, remedies or obligations of either Party including the payment obligations and liability to pay charges in respect of any unexpired term”.  4.8. Changed “The Supplier's liability to pay any management charges due to The Authorities Agent will be unlimited" to “The Supplier's liability to pay any Framework Management Charges due to The Authorities Agent will be limited to goods and/or services transacted through this framework.”  7.57. Changed “The Supplier shall comply with Data Protection Legilsation in relation to this Framework Agreement” to “The Supplier and the Authorities Agent shall comply with Data Protection Legilsation in relation to this Framework Agreement”.  7.58. Changed “The Supplier indemnifies The Authorities Agent and each Buyer against any and all losses incurred if the Supplier breaches Clause 7.57” to “Not used”  7.79. Changed “The Supplier must take all necessary precautions to ensure that any Authorities Agent confidential information is only disclosed to Supplier staff to the extent that it is strictly necessary for this Framework Agreement and must ensure that they comply with the obligations under this clause” to “The Supplier and the Authorities Agent must take all necessary precautions to ensure that any confidential information is only disclosed to staff to the extent that it is strictly necessary for this Framework Agreement and must ensure that they comply with the obligations under this clause”.  7.83. Changed “Information about orders placed by a Buyer (including pricing information and the terms of any Call-Off Contract) can be published by The Authorities Agent and shared with other Buyers. If confidential information is shared with other Buyers, The Authorities Agent will notify the recipient that its contents are confidential” to “Not used”.  Changed Schedule 3 to Schedule 4 (as there was a duplicate).  Schedule 4 – MI Reporting Template. Added template: EN-ICT-0521 MI Report template v1.0.xlsx. |
| Approved by: | Mark Platt |

**Amendments**

|  |  |
| --- | --- |
| New File Name: | ICT Framework Agreement between enFrame and Stone v 230522.docx |
| Date Amended: | 22/06/22 |
| Amended by: | Eleanor Platt |
| Reason for amendments: | Amendments made based on feedback from Mark Adamson (Director of Commercial Contracts) – Stone and agreed with lawyers. |
| Amendments made: | 7.16. Added the words in blue “Subject to clause 4.4, the Authorities Agent will be entitled to recover in full from the Supplier and the Supplier will on demand compensate The Authorities Agent in full for”    7.44. Added the words in blue : “For illustrative purposes and not as a definitive list, a conflict of interest can potentially happen if the Supplier, an affiliated company or a member of the Supplier staff”  7.45. Added and changed words in blue “Subject to clause 4.4, the Supplier will fully compensate and keep The Authorities Agent and all Buyers safe from losses which the Buyer or the Authorities Agent may suffer as a result of a breach of these Conflict of Interest and Ethical Walls Clauses 7.42 to 7.48 (inclusive).”  7.81.5. Deleted the following clause “if The Authorities Agent (acting reasonably) deems disclosure is appropriate for the performance of public functions” |
| Approved by: | Eleanor Platt and Matthew Wolton |

**Amendments**

|  |  |
| --- | --- |
| New File Name: | ICT Framework Agreement between enFrame and Bromcom – Updated 090822.docx |
| Date Amended: | 09/08/22 |
| Amended by: | Eleanor Platt |
| Reason for amendments: | Amendments made based on feedback from Bromcom. |
| Amendments made: | Added to Glossary (Schedule 2, page 34):  Material Change - has the same meaning as substantial change or modification in Regulation 72 (8) of The Public Contracts Regulations 2015 or such replacement procurement regulations as are in force from time to time" to cover the new Procurement Bill.  Added text in blue to clauses 5.7, 5.8.1 and 5.8.2:   * 1. The Supplier must tell The Authorities Agent immediately if the Supplier has a change of control and, provided this does not contravene any law, will notify The Authorities Agent immediately in writing of any circumstances suggesting that a change of control could reasonably be expected to happen.   2. The Authorities Agent may end this Framework Agreement by giving notice in writing to the Supplier within 6 months of The Authorities Agent either:      1. being notified in writing by the Supplier that a change of control could reasonably be expected to happen; or      2. if it hasn’t notified The Authorities Agent, the date that The Authorities Agent becomes aware that a change of control could reasonably be expected to happen.   Removed the crossed-out text to clause 7.81.4:  7.81.4. To any Government department ~~or any Buyer~~ on the basis that the information can only be further disclosed to central government bodies ~~and Buyers~~;  Added the text in blue to clause 7.93.8:  7.93.8. shall prepare and deliver, if legally required to do so, to The Authorities Agent, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Clause 7.93; |
| Approved by: | Stephanie Rickard (VWV) |

|  |  |
| --- | --- |
| New File Name: | EN-ICT-1022-P3 ITT Vol 4 Framework Agreement v1022.docx |
| Date Amended: | 22/10/22 |
| Amended by: | Eleanor Platt |
| Reason for amendments: | Renamed for Phase 3 |
| Amendments made: | Renamed for Phase 3 |
| Approved by: | N/A |