

DATED 23rd October 2013

GOVERNMENT PROCUREMENT SERVICE

and

AdEPT Telecom plc

Framework Ref: RM1035

TELEPHONY SERVICES
FRAMEWORK AGREEMENT

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THIS AGREEMENT is made on 23rd October 2013

BETWEEN:

- (1) THE MINISTER FOR THE CABINET OFFICE acting by the Government Procurement Service of Rosebery Court, St Andrews Business Park, Norwich, NR7 0HS (hereinafter called the "Authority"), and
- (2) AdEPT Telecom plc, a company registered in England & Wales under company number 04682431 and whose registered office is at One London Wall, London, EC2Y 5AB (the "Supplier").

BACKGROUND

- (A) The Authority placed a contract notice 2013/S 136-236426 on 16/07/2013 in the Official Journal of the European Union seeking expressions of interest from providers of telephony services to enter into a Framework Agreement for the supply for such telephony services to Contracting Bodies.
- (B) On 16/07/2013 the Authority issued an Invitation to Tender (ITT) for the provision of the Services.
- (C) In both the OJEU Notice and the ITT, the Authority confirmed that for Central Government customers under the proposed framework arrangement, the Authority would act as their purchasing agent in any Call Off contracts.
- (D) The Supplier represented to the Authority in its Tender that it is capable of delivering the Services in accordance with the Authority's requirements as set out in the ITT and, in particular, the Supplier made representations to the Authority in the Tender in relation to its competence, professionalism and ability to provide the Services in an efficient and cost effective manner.
- (E) On the basis of the Tender, the Authority selected the Supplier to enter into a Framework Agreement along with a number of other suppliers appointed to the Framework to provide the Services to Contracting Bodies as ordered from time to time in accordance with this Framework Agreement.
- (F) This Framework Agreement sets out the Ordering Procedures for purchasing the Services which may be required by Contracting Bodies, the main terms and conditions for any Call Off Agreement which Contracting Bodies may conclude and the obligations of the Supplier during and after the Term of this Framework Agreement.
- (G) It is the Parties' intention that there will be no obligation for any Contracting Body to place any Orders under this Framework Agreement during the Term.
- (H) The Parties agree that the Services delivered under this Framework Agreement form part of a strategy to migrate Contracting Bodies from legacy services to fully PSN compliant services as described in the Government's ICT Strategy.

NOW IT IS HEREBY AGREED as follows:

PART ONE: FRAMEWORK ARRANGEMENTS

FW-1. DEFINITIONS AND INTERPRETATION

- FW-1.1 In this Framework Agreement expressions and capitalised terms shall have the meaning ascribed to them in Framework Schedule 12 (Definitions and Interpretations).
- FW-1.2 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:
- FW-1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - FW-1.2.2 words importing the masculine include the feminine and the neuter and vice versa;
 - FW-1.2.3 the words "include", "includes" "including" "for example" and "in particular" and words of similar effect shall not limit the general effect of the words which precede them;
 - FW-1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - FW-1.2.5 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

- FW-1.2.6 headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- FW-1.2.7 references in this Framework Agreement to any Clause or Framework Schedule without further designation shall be construed as a reference to the Clause or sub-Clause or Schedule to this Framework Agreement so numbered;
- FW-1.2.8 references in this Framework Agreement to any Paragraph or Sub-Paragraph without further designation shall be construed as a reference to the Paragraph or sub-Paragraph of the relevant Framework Schedule to this Framework Agreement so numbered;
- FW-1.2.9 reference to a Clause is a reference to the whole of that Clause unless stated otherwise;
- FW-1.2.10 terms or expressions contained in this Framework Agreement which are capitalised but which do not have an interpretation in Framework Schedule 12 (Definitions and Interpretations) shall be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise they shall be interpreted in accordance with the dictionary meaning;
- FW-1.3 In the event and to the extent only of any conflict between any provisions of this Framework Agreement the conflict shall be resolved, subject to Clause FW-1.5 of this Framework Schedule, in accordance with the following order of precedence:
- FW-1.3.1 the Clauses and Framework Schedule 8 (Charging Structure) and Framework Schedule 12 (Definitions and Interpretations);
- FW-1.3.2 Framework Schedules 1 to 7 inclusive, Framework Schedules 9, 10 and 13 and any annexes to them;
- FW-1.3.3 Framework Schedule 11 (Supplier's Tender Response).
- FW-1.4 If there is any conflict between the provisions of this Framework Agreement and the provisions of any Call Off Agreement, the provisions of this Framework Agreement shall prevail over those of the Call Off Agreement save that:
- FW-1.4.1 any refinement to the Order Form and Call Off Terms permitted for the purposes of a Call Off Agreement under Clause FW-6 (Call Off Procedure) shall prevail over Framework Schedule 4 (Order Form and Call Off Terms); and
- FW-1.4.2 subject to Clause FW-1.5, the Call Off Agreement shall prevail over Framework Schedule 11 (Supplier's Tender Response).
- FW-1.5 Where the Tender contains provisions which are more favourable to the Authority in relation to the rest of the Framework Agreement, such provisions of the Tender shall prevail. The Authority shall in their absolute and sole discretion determine whether any provision is more favourable to them in relation to the Framework Agreement.
- FW-1.6 Each time a Call Off Agreement is entered into, the warranties, representations and undertakings given by the Supplier under this Framework Agreement which relate to that Call Off Agreement shall be deemed to be repeated by the Supplier with reference to the circumstances existing at the time that the warranty, representations and undertakings are being repeated.
- FW-1.7 All Framework Schedules annexed to this Framework Agreement are expressly made a part of this Framework Agreement and are hereby made effective.

FW-2. SUPPLIER APPOINTMENT

- FW-2.1 The Authority hereby appoints the Supplier as a potential provider of the Services and the Supplier shall be eligible to be considered for the award of Call Off Agreements for such Services by the Authority and Other Contracting Bodies during the Term.
- FW-2.2 In consideration of the Supplier agreeing to enter into this Framework Agreement and to perform its obligations under it the Authority agrees to pay and the Supplier agrees to accept on the signing of this Framework Agreement the sum of one pound sterling (£1.00), receipt of which is hereby acknowledged by the Supplier.
- FW-2.3 The Supplier acknowledges and agrees that in entering into this Framework Agreement no form of exclusivity has been conferred on, or volume or value guarantee granted by the Authority and/or Other Contracting Bodies in relation to the provision of Services by the Supplier and that the Authority and Other Contracting Bodies are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all services which are the same as or similar to the Services.

FW-3. FRAMEWORK AND CALL OFF AGREEMENT PERFORMANCE

FW-3.1 The Supplier shall perform all its obligations under all this Framework Agreement and all Call Off Agreements entered into with the Authority or any Other Contracting Body:

- FW-3.1.1 in accordance with the requirements of this Framework Agreement;
- FW-3.1.2 in accordance with the terms and conditions of the respective Call Off Agreements;
- FW-3.1.3 in accordance with Good Industry Practice;
- FW-3.1.4 with accordance with all applicable Standards and Security requirements; and
- FW-3.1.5 in compliance with all applicable Laws.

FW-3.2 The Supplier shall draw any conflict between any of the requirements of Clauses FW-3.1.1 to FW-3.1.5 to the attention of the Authority and any affected Contracting Body and shall comply with the Authority's decision on the resolution of that conflict.

FW-3.3 Without prejudice to any other rights or remedies arising under this Framework Agreement if the Supplier fails to achieve a KPI Target on two or more occasions within any 3 Month rolling period, the Supplier acknowledges and agrees that the Authority shall have the right to exercise (in its absolute and sole discretion all or any of the following remedial actions:

FW-3.3.1 The Authority shall be entitled to require the Supplier, and the Supplier agrees to prepare and provide to the Authority, an improvement plan within ten (10) Working Days of a written request by the Authority for such improvement plan. Such improvement plan shall be subject to Approval and the Supplier will be required to implement any Approved improvement plan, as soon as reasonably practicable.

FW-3.3.2 The Authority shall be entitled to require the Supplier, and the Supplier agrees to attend, within a reasonable time one (1) or more meetings at the request of the Authority in order to resolve the issues raised by the Authority in its notice to the Supplier requesting such meetings.

FW-3.3.3 The Authority shall be entitled to serve an improvement notice on the Supplier and the Supplier shall implement such requirements for improvement as set out in the improvement notice.

FW-3.4 In the event that the Authority has, in its absolute and sole discretion, invoked one or more of the remedies set out above and the Supplier either:

FW-3.4.1 fails to implement such requirements for improvement as set out in the improvement notice; and/or

FW-3.4.2 fails to implement an improvement plan Approved by the Authority;

then (without prejudice to any other rights and remedies of termination provided for in the Framework Agreement), the Authority shall be entitled to terminate this Framework Agreement.

FW-4. FRAMEWORK AGREEMENT MANAGEMENT

FW-4.1 The Parties shall manage this Framework Agreement in accordance with Framework Schedule 9 (Framework Management).

FW-5. NOT USED

FW-6. CALL OFF PROCEDURE

FW-6.1 If the Authority or any Other Contracting Body decides to source any of the Services through this Framework Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Term to award Call Off Agreements for the Services from the Supplier by following Framework Schedule 5 (Ordering Procedures).

FW-6.2 The Supplier shall comply with the relevant provisions in Framework Schedule 5 (Ordering Procedures).

FW-7. TRANSFER RIGHTS

FW-7.1 The Authority may assign, novate or otherwise dispose of their rights and obligations under the Framework Agreement or any part thereof to:

FW-7.1.1 any Other Contracting Body; or

FW-7.1.2 any other body established by the Crown or under statute in order to substantially perform any of the functions that had previously been performed by the Authority in the case of the Framework Agreement; or

FW-7.1.3 any private sector body which substantially performs those functions

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under those agreements.

FW-7.2 The Authority may disclose to any transferee of the agreements transferred pursuant to Clause FW-7.1, any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under those agreements.

FW-7.3 This Framework Agreement is personal to the Supplier and, subject to Clause FW-8, the Supplier shall not assign, novate, Sub-Contract or in any way dispose of its rights or obligations under the Framework Agreement or any part of it without Approval.

FW-8. SUB-CONTRACTING

FW-8.1 The Supplier shall be entitled to Sub-Contract its obligations to supply the Services to those Sub-Contractors listed in Framework Schedule 3 (Sub-Contractors). The Supplier shall ensure that terms are included in any Sub-Contract permitted under this Framework Agreement which:

FW-8.1.1 require the Supplier to pay any undisputed sum due to the relevant Sub-Contractor within a specified period that does not exceed thirty (30) calendar days from the date the Supplier receives the Sub-Contractor's invoice; and

FW-8.1.2 prohibit the Sub-Contractor from further sub-contracting any element of the services provided to the Supplier without the Approval of the Authority.

FW-8.2 The Supplier shall not substitute or remove a Sub-Contractor or appoint an additional sub-contractor without the Approval of the Authority. Notwithstanding any permitted Sub-Contract in accordance with this Clause FW-8, the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

FW-9. NON-DISCRIMINATION

FW-9.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any Law relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).

FW-9.2 The Supplier shall take all reasonable steps to secure the observance of Clause FW-9.1 by all Supplier Staff engaged or employed in the execution of this Framework Agreement and any Call Off Agreement.

FW-9.3 The Supplier shall notify the Authority and any relevant Contracting Body immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by any Supplier Staff on the grounds of discrimination arising in connection with the provision of the Services under the Call Off Agreement or any services under this Framework Agreement.

FW-10. CONFLICTS OF INTEREST

FW-10.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor the Supplier Staff are placed in a position where (in the reasonable opinion of the Authority in respect of the Framework Agreement and/or a Contracting Body in respect of an affected Call Off Agreement) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or the Supplier Staff and the duties owed to the Authority and/or Other Contracting Bodies under the provisions of this Framework Agreement and/or any Call Off Agreement.

FW-10.2 The Supplier shall promptly notify and provide full particulars to the Authority or the relevant Other Contracting Body if such conflict referred to in Clause FW-10.1 arises or may reasonably be foreseen as arising.

FW-10.3 The Authority reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary and a Contracting Body may terminate a Call Off Agreement in accordance with the terms of that Call Off Agreement where, in the reasonable opinion of the Authority and/or a Contracting Body, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority and/or a relevant Contracting Body under the provisions of this Framework Agreement and/or a Call Off Agreement entered into by the relevant Contracting Body and the Supplier. The action of the Authority or Contracting Body pursuant to this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority or any Contracting Body under a relevant Call Off Agreement.

FW-11. AUTHORITY AND CONTRACTING BODY DATA

FW-11.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Authority Data.

- FW-11.2 The Supplier shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under this Framework Agreement or as otherwise Approved by the Authority.
- FW-11.3 To the extent that the Authority Data is held and/or processed by the Supplier, the Supplier shall supply that Authority Data to the Authority as requested by the Authority (as the case may be) and in the format (if any) specified by the Authority from time to time in writing.
- FW-11.4 To the extent that Authority Data is held and/or processed by the Supplier, the Supplier shall take responsibility for preserving the integrity of the Authority and preventing the corruption or loss of Authority Data.
- FW-11.5 The Supplier shall ensure that any system on which the Supplier holds any Authority Data or Contracting Body Data, including back-up data, is a secure system that complies with the Security requirements set out by the Authority under this Framework Agreement and/or any security requirements identified by a Contracting Body pursuant to any Call Off Agreement.
- FW-11.6 The Supplier shall ensure that any system on which the Supplier holds any Authority Data which is protectively marked shall be accredited using such accreditation policy or system as specified by the Authority (such as the HMG Security Policy Framework and information assurance policy, taking into account guidance issued by the Centre for Protection of National Infrastructure on Risk Management and accreditation of information systems, and/or relevant HMG Information Assurance Standard(s), as in force from time to time).
- FW-11.7 If the Authority Data is corrupted, lost or sufficiently degraded as a result of a Supplier's Default or the Supplier's default under any Call Off Agreement so as to be unusable, the Authority may:
- FW-11.7.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of the Authority Data to the satisfaction of the Authority and the Supplier shall do so as soon as practicable but in accordance with the time period notified by the Authority in respect of Authority Data; and/or
 - FW-11.7.2 itself restore or procure the restoration of Authority Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so.
- FW-11.8 If at any time the Supplier suspects or has reason to believe that the Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Authority and inform the Authority of the remedial action the Supplier proposes to take.
- FW-11.9 The Supplier shall indemnify the Authority and keep the Authority fully indemnified against all Losses incurred by, awarded against or agreed to be paid by the Authority at any time (whether such Losses arise before or after the making of a demand pursuant to the indemnity hereunder) arising from any breach of the Supplier's obligations under this Clause FW-11 except and to the extent that such liabilities have resulted directly from the Authority.

FW-12. **INSURANCE**

- FW-12.1 The Supplier shall effect and maintain the following insurances in relation to the performance of its obligations under this Framework Agreement and any Call Off Agreement:
- FW-12.1.1 employers' liability insurance with a minimum limit of indemnity as required by Law; and
 - FW-12.1.2 professional indemnity insurance with a minimum limit of £1,000,000 (one million pounds);
 - FW-12.1.3 public liability insurance (if applicable) with a minimum limit of £1,000,000 (one million pounds);
 - FW-12.1.4 product liability insurance (if applicable) with a minimum limit of £1,000,000 (one million pounds).
- FW-12.2 The insurances referred to in Clause FW-12.1 and any Call Off Agreement shall be maintained with a reputable insurance company, on terms that are no less favourable to the Authority and/or Other Contracting Bodies than those generally available to a prudent supplier in respect of risks insured in the international insurance market.
- FW-12.3 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Framework Agreement or any Call Off Agreement.
- FW-12.4 The Supplier shall give to the Authority, on request, and within 5 working days of that request, copies of all insurance policies required under this Framework Agreement and any Call Off Agreement or a broker's verification of insurance to demonstrate that the appropriate cover is in place.
- FW-12.5 The Supplier shall ensure that it shall not by its acts or omissions cause any policy of insurance to be invalidated, rescinded or voided in whole or in part.
- FW-12.6 A Contracting Body may:

FW-12.6.1 increase the minimum limits for the insurances specified in Clause FW-12.1; and/or

FW-12.6.2 require the Supplier to maintain and effect such additional insurances,

as are specified in any Call Off Agreement awarded under the General Further Competition Procedure.

FW-12.7 Each insurance required under this Framework Agreement shall be effected and maintained for the Term and each Call Off Agreement Period and the longer of six (6) years after the expiry or termination (however arising) of the Term or six (6) Years following the expiration or termination (however arising) of the last Call Off Agreement.

FW-13. TERM OF FRAMEWORK AGREEMENT

FW-13.1 This Framework Agreement shall take effect on the Commencement Date and shall expire eighteen (18) Months from that date unless terminated earlier in accordance with the terms of this Framework Agreement or otherwise by operation of Law.

FW-14. SCOPE OF FRAMEWORK AGREEMENT

FW-14.1 Without prejudice to Clause FW-29, this Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Services.

FW-14.2 The Supplier acknowledges that there is no obligation whatsoever on any Contracting Body to invite or select the Supplier to provide any Services and/or to purchase any Services under this Framework Agreement.

FW-14.3 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Authority or any Other Contracting Body in respect of the total quantities or values of the Services to be ordered by them pursuant to this Framework Agreement and the Supplier acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation.

FW-15. ASSURANCE

FW-15.1 The Authority, or any agent of the Authority, shall be entitled to verify at any time by any reasonable means that the representations made in the Tender and any Service Package offered by the Supplier are accurate and reflect the actual characteristics of the Services being offered by the Supplier and any representation found to be inaccurate shall be deemed a material Default.

PART TWO: SUPPLIER'S GENERAL FRAMEWORK OBLIGATIONS

FW-16. WARRANTIES AND REPRESENTATIONS

FW-16.1 For the avoidance of doubt, the fact that any provision within this Framework Agreement or any Call Off Agreement is expressed as a warranty shall not preclude any right of termination the Authority or Contracting Body may have in respect of breach of that provision by the Supplier.

FW-16.2 The Supplier warrants represents and undertakes to the Authority and each Other Contracting Body that in entering into this Framework Agreement and/or any Call Off Agreement it has not committed any Fraud.

FW-16.3 The Supplier warrants, represents and undertakes to the Authority and each Contracting Body that:

FW-16.3.1 it has full capacity and authority and all necessary consents, licences, permissions (statutory, regulatory, contractual or otherwise), including where its procedures so require, the consent of its Parent Company, to enter into and perform its obligations under this Framework Agreement and each Call Off Agreement;

FW-16.3.2 the Framework Agreement and each Call Off Agreement is executed by a duly authorised representative of the Supplier;

FW-16.3.3 in entering into the Framework Agreement or any Call Off Agreement it has not committed or agreed to commit a Prohibited Act including any offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010;

FW-16.3.4 the Framework Agreement and/or Call Off Agreement shall be performed in compliance with all Laws (as amended from time to time); and

FW-16.3.5 as at the Commencement Date and/or any Call Off Commencement Date, all information, statements and representations contained in the Tender for the Services are true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority or to a Contracting Body prior to execution of a Call Off Agreement, and it will advise the Authority and any

relevant Contracting Body of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading and all warranties, representations and undertakings contained in the Tender shall be deemed repeated in this Framework Agreement and any Call Off Agreement.

FW-16.4 The Supplier also warrants, represents and undertakes to the Authority and each Contracting Body that in the three (3) years prior to the Commencement Date or any Call Off Commencement Date (or from when the Supplier was formed if in existence for less than three (3) years prior to the Commencement Date or Call Off Commencement Date) it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Framework Agreement or Call Off Agreement and has conducted all applicable financial accounting and reporting activities and complied with all applicable securities and tax laws and regulations in the jurisdiction in which it is established.

PART THREE: SUPPLIER'S OBLIGATIONS

FW-17. PROVISION OF MANAGEMENT INFORMATION

FW-17.1 The Supplier shall, at no charge to the Authority, submit to the Authority complete and accurate Management Information in accordance with the provisions of the Framework Schedule 6 (Management Information Requirements) using the template made available from time to time by the Authority for that purpose (the form of which template is included as Annex A to Framework Schedule 6).

FW-17.2 The Supplier grants the Authority a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to use and to share with any Other Contracting Bodies and Relevant Person any Management Information supplied to the Authority for the Authority's normal operational activities including administering this Framework Agreement and Call Off Agreements, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

FW-18. MANAGEMENT CHARGE

FW-18.1 In consideration of the establishment and award of this Framework Agreement and the management and administration by the Authority of same, the Supplier shall pay to the Authority the Management Charge in accordance with this Clause FW-18.

FW-18.2 The Authority shall be entitled to submit invoices to the Supplier in respect of the Management Charge due each Month based on the Management Information provided pursuant to Framework Schedule 6 (Management Information Requirements).

FW-18.3 The Supplier shall pay the amount stated in any invoice submitted under Clause FW-18.2 within thirty (30) Calendar Days of the date of issue of the invoice.

FW-18.4 The Management Charge shall apply to the full Charges as specified in each and every Order and shall not be varied as a result of any reduction in the Charges due to the application of any service credits and/or any other deductions made under any Call Off Agreement.

FW-18.5 The Management Charge shall be exclusive of VAT. The Supplier shall pay the VAT on the Management Charge at the rate and in the manner prescribed by Law from time to time.

FW-18.6 Interest shall be payable on any late payments of the Management Charge under this Framework Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).

FW-18.7 The Authority shall be entitled to submit invoices to the Supplier in respect of the Admin Fees and Management Charges as set out in this Clause FW-18 of this Agreement.

FW-19. CONTRACTING BODY SATISFACTION MONITORING

FW-19.1 The Authority may from time to time undertake (or procure the undertaking of) a Contracting Body Satisfaction Survey the purpose of which shall include:

FW-19.1.1 assessing the level of satisfaction among Contracting Bodies with the supply of Services (including the way in which the said Services are provided, performed and delivered) and, in particular, with the quality, efficiency and effectiveness of the supply of those Services;

FW-19.1.2 monitoring the compliance by the Supplier with the terms of its Tender and of its Service Catalogue entries; and

FW-19.1.3 such other assessment as it may deem appropriate for monitoring Contracting Body satisfaction.

FW-20. PUBLICITY, BRANDING, MEDIA AND OFFICIAL ENQUIRIES

FW-20.1 The Supplier shall at all times during the Term on written demand indemnify the Authority and keep the

Authority fully indemnified against all Losses, incurred by, awarded against or agreed to be paid by the Authority arising out of any claim or infringement or alleged infringement (including the defence of such infringement or alleged infringement) resulting from the Supplier's use of the Authority's logo.

FW-20.2 The Supplier shall not make any press announcements or publicise the Framework Agreement or a Call Off Agreement in any way without the Authority's Approval and shall take reasonable steps to ensure that its servants, agents, employees, Sub-Contractors, suppliers, professional advisors and consultants comply with this Clause FW-20.2. Any such press announcements or publicity proposed under this Clause FW-20.2 shall remain subject to the rights relating to Confidential Information and Commercially Sensitive Information.

FW-20.3 The Supplier shall not do anything or permit to cause anything to be done, which may damage the reputation of the Authority or Contracting Body or bring the Authority or Contracting Body into disrepute. The Contracting Body may terminate the Call Off Agreement in accordance with its terms, if (in the sole opinion of the Contracting Body), the Supplier causes, permits, contributes or is in any way connected to material adverse publicity relating to or affecting the Contracting Body and/or the Call Off Agreement.

PART FOUR: TERMINATION AND SUSPENSION

FW-21. TERMINATION AND SUSPENSION OF SUPPLIER'S APPOINTMENT

Termination for Cause by the Authority

FW-21.1 The Authority may terminate this Framework Agreement by giving written notice of termination to the Supplier with immediate effect or with effect from such later date as the Authority may specify in the notice if one or more of the following circumstances exist:

- FW-21.1.1 the Supplier fails to comply with Framework Schedule 8 (Charging Structure) in pricing its Services;
- FW-21.1.2 the Supplier fails to accept a Call Off Agreement awarded to it pursuant to Clause FW-6 (Call Off Procedure);
- FW-21.1.3 a Contracting Body terminates a Call Off Agreement for the Supplier's breach of that Call Off Agreement;
- FW-21.1.4 an Audit reveals that the Supplier has underpaid an amount equal to or greater than five per cent (5%) of the Management Charge due;
- FW-21.1.5 in the event of two or more failures by the Supplier to meet the KPI Targets (whether the failures relate to the same or different KPI targets) in any rolling period of 12 months;
- FW-21.1.6 the Authority is entitled to exercise a right to terminate this Framework Agreement under any other provision in this Framework Agreement;
- FW-21.1.7 in the reasonable opinion of the Authority there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:
 - FW-21.1.7.1 adversely impacts on the Supplier's ability to supply the Services under this Framework Agreement; or
 - FW-21.1.7.2 could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Services under this Framework Agreement;
- FW-21.1.8 the Supplier commits any other Default which is material and either:
 - FW-21.1.8.1 the Supplier has not remedied such material Default to the satisfaction of the Authority within twenty (20) Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Default and requesting it to be remedied; or
 - FW-21.1.8.2 the material Default is not, in the reasonable opinion of the Authority, capable of remedy; and/or
- FW-21.1.9 the Supplier commits a Material Breach.

Termination on Change of Control

FW-21.2 The Authority may terminate this Framework Agreement by giving notice in writing to the Supplier with immediate effect within six (6) Months of:

- FW-21.2.1 being notified in writing that a Change of Control has occurred; or
- FW-21.2.2 where no notification has been made, the date that the Authority becomes aware of the Change of Control,

if the Authority determines at its absolute and sole discretion that the change is prohibited under the Regulations or, where Approval has not been granted prior to the Change of Control, if the Authority reasonably believes that such change is likely to have an adverse effect on the provision of the Services.

Termination by the Authority without Cause

FW-21.3 The Authority shall have the right to terminate this Framework Agreement, or any provisions of any part of this Framework Agreement with effect from at any time following nine (9) Months after the Framework Commencement Date by giving at least three (3) Months' written notice to the Supplier.

Partial Termination

FW-21.4 Where the Authority is entitled to terminate this Framework Agreement it may at its sole discretion terminate all or part of it.

Termination for continuing Force Majeure Event

FW-21.5 The Party that is not the Affected Party may, by written notice to the Affected Party, terminate this Framework Agreement with effect from the date specified in such notice if a Force Majeure event endures for a continuous period of more than sixty (60) Working Days.

FW-22. SUSPENSION OF SUPPLIER'S APPOINTMENT

FW-22.1 The Authority may elect in its sole discretion to suspend the Supplier's ability to accept Orders under this Framework Agreement by giving notice in writing to the Supplier if one of the following instances occurs:

FW-22.1.1 The Authority is entitled to terminate this Framework Agreement pursuant to Clause FW-21 (but not Clause FW-21.3)

FW-22.1.2 The Supplier fails to comply with the requirements of Framework Schedule 8 (Charging Structure)

FW-22.1.3 The Authority decides in its sole discretion that the Supplier is not acting competitively by either:

FW-22.1.3.1 not bidding competitively in any further competitions; or

FW-22.1.3.2 not accepting valid Orders.

FW-22.2 The Supplier agrees that it shall not be entitled to enter into any new Call Off Agreement during the period specified in the Authority's suspension notice outlined in Clause FW-22.1.

FW-22.3 Any suspension under Clause FW-22.1 shall be without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Authority.

FW-22.4 The Parties acknowledge that suspension shall not affect the Supplier's obligation to perform any existing Call Off Agreements concluded prior to the suspension notice.

FW-22.5 If the Authority provides notice to the Supplier in accordance with this Clause FW-22, the Supplier's appointment under this Framework Agreement shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

FW-23. CONSEQUENCES OF SUSPENSION, TERMINATION AND EXPIRY

FW-23.1 Notwithstanding the service of a notice in writing to terminate this Framework Agreement, the Supplier shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of this Framework Agreement or such other date as required under Clause FW-21.

FW-23.2 Suspension or Termination of the Supplier from this Framework Agreement will not affect existing Call Off Agreements. The Contracting Bodies concerned with such existing Call Off Agreements will make their own decisions on whether to suspend or terminate those Call Off Agreements and suspension or termination in those circumstances will be governed by the terms and conditions of the relevant Call Off Agreements.

FW-23.3 The following provisions of the Framework Agreement and Clauses: Framework Schedule 12 (Definitions and Interpretation), FW-14 (Scope of Framework Agreement), FW-16 (Warranties and Representations), FW-36 (Prevention of Bribery and Corruption), FW-37 (Safeguarding Against Fraud), FW-3 (Framework and Call Off Agreement Performance), FW-17 (Provision of Management Information), FW-18 (Management Charge), Framework Schedule 7 (Records and Audit Access), FW-41 (Confidentiality), FW-42 (Official Secrets Acts), FW-38 (Data Protection and Disclosure), FW-40 (Freedom of Information and Transparency), FW-23 (Consequences of Suspension, Termination and Expiry), FW-33 (Liability), FW-12 (Insurance), FW-29 (Rights of Third Parties), FW-31 (Waiver and Cumulative Remedies) and FW-28 (Law and Jurisdiction), Framework Schedule 1 (Service Requirements and Supplier Service Descriptions), Framework Schedule 2 (Key Performance Indicators), Framework Schedule 3 (Sub-Contractors),

Framework Schedule 8 (Charging Structure), Framework Schedule 6 (Management Information Requirements), Framework Schedule 9 (Framework Management), Framework Schedule 11 (Supplier's Tender Response) and, without limitation to the foregoing, any other provision of this Framework Agreement which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of this Framework Agreement.

FW-23.4 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either the Authority or the Supplier accrued under this Framework Agreement prior to its termination or expiry.

PART FIVE: GENERAL PROVISIONS

FW-24. COMPLAINTS HANDLING AND RESOLUTION

FW-24.1 Either Party shall notify the other Party of any Complaints made by Other Contracting Bodies, which are not resolved by operation of the Supplier's usual complaints handling procedure within five (5) Working Days of becoming aware of that Complaint and, if the Supplier is the Party providing the notice, such notice shall contain full details of the Supplier's plans to resolve such Complaint.

FW-24.2 Without prejudice to any rights and remedies that a complainant may have at Law (including under this Framework Agreement and/or a Call Off Agreement), and without prejudice to any obligation of the Supplier to take remedial action under the provisions of this Framework Agreement and/or a Call Off Agreement (as the case may be), the Supplier shall use its best endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

FW-24.3 Within two (2) Working Days of a request by the Authority or the Contracting Body, the Supplier shall provide full details of a Complaint to the Authority or Contracting Body, including details of steps taken to achieve its resolution.

FW-25. DISPUTE RESOLUTION

FW-25.1 The Authority and the Supplier shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Framework Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the Authority Representative and the Supplier Representative.

FW-25.2 If the dispute cannot be resolved by the Parties pursuant to Clause FW-25.1, the Parties shall refer it to mediation unless the Authority considers that the dispute is not suitable for resolution by mediation.

FW-25.3 If the dispute cannot be resolved by mediation the Parties may refer it to arbitration.

FW-25.4 The obligations of the Parties under this Framework Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation or arbitration pursuant to this Clause FW-24 and the Supplier and Supplier's Staff shall continue to comply fully with the requirements of this Framework Agreement at all times.

FW-26. VARIATIONS TO THIS FRAMEWORK AGREEMENT

FW-26.1 Subject to Clause FW-26.3 and Framework Schedule 8 (Charging Structure), this Framework Agreement may not be varied except where:

FW-26.1.1 the Authority notifies the Supplier that it wishes to vary the provisions of this Framework Agreement (including any variations suggested by the Supplier) and provides the Supplier with full written details of any such proposed change; and

FW-26.1.2 the Parties agree to the variation and a written variation agreement is signed by both Parties.

FW-26.2 If, by the date thirty (30) Working Days after notification was given under Clause FW-26.1.1 no agreement is reached by the Parties acting reasonably in relation to any variation requested, the Authority may, by giving written notice to the Supplier, either:

FW-26.2.1 agree that the Parties shall continue to perform their obligations under this Framework Agreement without the variation; or

FW-26.2.2 terminate this Framework Agreement.

Changes to the Supplier's Service Catalogue

FW-26.3 Subject to FW-26-4, the Supplier may propose:

FW-26.3.1 a new Service Package to be added to the Service Catalogue;

FW-26.3.2 an amendment to an existing Service Package in the Service Catalogue; or

- FW-26.3.3 the removal of one of its Service Packages from the Services Catalogue.
- FW-26.4 The Supplier may not amend or remove from the Service Catalogue the Service Package submitted as part of its Tender at any time during the Term of the Framework Agreement.
- FW-26.5 Any change proposed by the Supplier under Clause FW26-3 must be made by the completion of a Service Catalogue Variation Form by it and the submission of such Service Catalogue Variation Form to the Authority.
- FW-26.6 The Authority may, at its sole discretion, Approve a Service Catalogue Variation Form where:
- FW-26.6.1 the Service Catalogue Variation Form and any associated Service Package Template have been completed correctly; and
 - FW-26.6.2 the proposed variation complies with the requirements of Framework Schedule 1 (Services and Supplier Service Descriptions); and
 - FW-26.6.3 the proposed variation complies with the requirements of Framework Schedule 8 (Charging Structure); and
 - FW-26.6.4 the Authority is satisfied that any Approval is compliant with the Law.
- FW-26.7 The Authority may require the Supplier to meet with it to discuss the variation proposed under FW-26.3.
- FW-26.8 Where a proposal is Approved by the Authority, the Authority shall notify its Approval of the change to the Service Catalogue Supplier by signing and returning the Service Catalogue Variation Form to the Supplier.
- FW-26.9 In the event that the Authority does not Approve the proposal, the Authority will notify the Supplier in writing.

FW-27. LEGISLATIVE CHANGE

- FW-27.1 The Supplier shall neither be relieved of its obligations under this Framework Agreement nor be entitled to an increase in the Framework Prices and/or the Charges as the result of a general change in Law or a specific change in Law without Approval from the Authority.
- FW-27.2 If a specific change in Law occurs or will occur during the Term which has a material impact on the delivery of the Services or the Framework Prices, the Supplier shall notify the Authority of the likely effects of that change, including whether any change is required to the Services, the Framework Prices or this Framework Agreement.
- FW-27.3 For the avoidance of doubt this Clause FW-27 shall not operate to alter any Charges paid or payable by Contracting Bodies pursuant to any Call Off Agreements in existence prior to the date of the increase in the Framework Prices.

FW-28. LAW AND JURISDICTION

- FW-28.1 This Framework Agreement and/or any non-contractual obligations or matters arising out of or in connection with it, shall be governed by and construed in accordance with the Laws of England and Wales. Without prejudice to the dispute resolution procedure set out in Clause FW-25 (Dispute Resolution) 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.

FW-29. RIGHTS OF THIRD PARTIES

- FW-29.1 The Parties agree that Contracting Bodies shall have the right to enforce the following Clauses and provisions of the Framework Agreement: Clause FW-3 (Framework and Call Off Agreement Performance), Clause FW-7 (Transfer Rights), Clause FW-9 (Non-Discrimination), Clause FW-10 (Conflicts of Interest), Clause FW-11 (Authority and Contracting Body Data), Clause FW-12 (Insurance), Clause FW-16 (Warranties and Representations), Clause FW-20 (Publicity, Branding, Media and Official Enquiries), Clause FW-36 (Prevention of Bribery and Corruption), Clause FW-37 (Safeguarding Against Fraud), Clause FW-38 (Data Protection and Disclosure), Clause FW-39 (Intellectual Property Rights and Indemnity), Clause FW-40 (Freedom of Information and Transparency), Clause FW-41 (Confidentiality), and Framework Schedule 7 (Records and Audit Access).
- FW-29.2 Subject to Clause FW-29.1, a person who is not Party to this Framework Agreement has no right to enforce any term of this Framework Agreement under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- FW-29.3 Each and every Other Contracting Body may, with Approval of the Authority, enforce any provision of this Framework Agreement which is for the benefit of any Other Contracting Body as a third party beneficiary in

accordance with the Contracts (Rights of Third Parties) Act 1999.

FW-29.4 The Authority may act as agent and trustee for each Other Contracting Body or Contracting Body, and/or the Authority may enforce on behalf of that Other Contracting Body or Contracting Body any Clause or term referred to in Clause FW-29.3 and/or recover any Loss suffered by that Other Contracting Body or Contracting Body in connection with a breach of any such Clause or term.

FW-29.5 No consent of any third party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of this Framework Agreement or any one or more of its provisions.

FW-30. **SEVERABILITY**

FW-30.1 If any provision of this Framework Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force without affecting the remaining provisions of this Framework Agreement or any Call Off Agreements to which the provision applied.

FW-30.2 If any provision of this Framework Agreement that is fundamental to the accomplishment of the purpose of this Framework Agreement or a Call Off Agreement is held to any extent to be invalid, the Authority and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

FW-31. **WAIVER AND CUMULATIVE REMEDIES**

FW-31.1 The rights and remedies provided by this Framework Agreement may be waived only in writing by the Authority Representative or the Supplier Representative in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.

FW-31.2 Unless a right or remedy of the Authority is expressed to be an exclusive right or remedy, the exercise of it by the Authority is without prejudice to the Authority's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy or of any other rights or remedies.

FW-31.3 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 or in equity or otherwise under this Framework Agreement.

FW-32. **RELATIONSHIP OF THE PARTIES**

FW-32.1 Nothing in this Framework Agreement is intended to create a partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other party. Neither party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other Party.

FW-33. **LIABILITY**

FW-33.1 Neither Party excludes or limits its liability for:

FW-33.1.1 death or personal injury; or

FW-33.1.2 bribery or Fraud by it or its employees; or

FW-33.1.3 any liability to the extent it cannot be excluded or limited by Law.

FW-33.2 Subject to Clause FW-33.1, the Supplier's total aggregate liability in respect of the indemnities in Clauses FW-36 (Prevention of Bribery and Corruption), FW-20 (Publicity, Branding, Media and Official Enquiries), FW-39.4 and, in each case, whether before or after the making of a demand pursuant to the indemnities therein, shall be unlimited.

FW-33.3 Subject to Clauses FW-33.1, FW-33.2, FW-33.6 and FW-33.7 each Party's total aggregate liability in respect of all Losses as a result of a Default howsoever arising out of or in connection with this Framework Agreement shall be limited to:

FW-33.3.1 in relation to Losses suffered as a result of a Default occurred or occurring in the first Year, the greater of the sum of three hundred and twenty five thousand pounds (£325,000) or a sum equal to one hundred and twenty five percent (125%) of the Estimated Year 1 Management Charge;

FW-33.3.2 in relation to Losses suffered as a result of a Default occurred or occurring during the remainder of the Term, the greater of the sum of three hundred and twenty five thousand pounds (£325,000) or an amount equal to one hundred and twenty five percent (125%) of the Management Charge payable under this Framework Agreement in the 12 months immediately preceding the event giving rise to the liability; and

- FW-33.3.3 in relation to Losses suffered as a result of a Default occurred or occurring after the end of the Term, the greater of the sum of three hundred and twenty five thousand pounds (£325,000) or an amount equal to one hundred and twenty five percent (125%) of the Management Charge payable under this Framework Agreement in the 12 months immediately prior to the last day of the Term.
- FW-33.4 For the avoidance of doubt, the Parties acknowledge and agree that this Clause FW-33 shall not limit the Supplier's liability under any Call Off Agreement and the Supplier's liability under any Call Off Agreement shall be as provided for in the Call Off Agreement only.
- FW-33.5 A Party shall not be responsible to the other for Loss under this Framework Agreement if and to the extent that it is caused by the Default of the other.
- FW-33.6 Subject to Clauses FW-33.1, FW-33.2 and FW-33.7, in no event shall either Party be liable to the other for any:
- FW-33.6.1 loss of profits;
 - FW-33.6.2 loss of business;
 - FW-33.6.3 loss of revenue;
 - FW-33.6.4 loss of or damage to goodwill;
 - FW-33.6.5 loss of savings (whether anticipated or otherwise); and/or
 - FW-33.6.6 any indirect, special or consequential loss or damage.
- FW-33.7 The Supplier shall be liable for the following types of Loss which shall be regarded as direct and shall (without in any way, limiting other categories of Loss which may be recoverable by the Authority) be recoverable by the Authority:
- FW-33.7.1 the additional operational and/or administrative costs and expenses arising from any material Default;
 - FW-33.7.2 the cost of procuring, implementing and operating any alternative or replacement services to the Services;
 - FW-33.7.3 any Management Charges or Default Management Charges which are due and payable to the Authority; and
 - FW-33.7.4 any regulatory losses, fines, expenses or other losses arising from a breach by the Supplier of any Laws.
- FW-33.8 No enquiry, inspection, approval, sanction, comment, consent, or decision at any time made or given by or on behalf of the Authority to any document or information provided by the Supplier in its provision of the Services to Contracting Bodies, and no failure of the Authority to discern any defect in or omission from any such document or information shall operate to exclude or limit the obligation of the Supplier to carry out all the obligations of a professional supplier employed in a client/customer relationship.
- FW-33.9 Save as otherwise expressly provided, the obligations of the Authority under this Framework Agreement are obligations of the Authority in its capacity as a framework counterparty and nothing in this Framework Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, nor shall the exercise by the Authority of its duties and powers in any other capacity lead to any liability under this Framework Agreement (howsoever arising) on the part of the Authority to the Supplier.
- FW-33.10 For the avoidance of doubt any liabilities which are unlimited shall not be taken into account for the purposes of establishing whether the limit in Clause FW-33.3 has been reached.
- FW-33.11 Nothing in this Clause FW-33 shall act to reduce or affect a Party's general duty to mitigate its loss.
- FW-34. ENTIRE AGREEMENT**
- FW-34.1 This Framework Agreement and the other documents referred to in it constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- FW-34.2 Each of the Parties acknowledges and agrees that in entering into this Framework Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Framework Agreement.
- FW-34.3 Nothing in this Clause shall operate to exclude liability or remedy for Fraud or fraudulent misrepresentation.

FW-35. **NOTICES**

- FW-35.1 Any notices given under or in relation to this Framework Agreement shall be in writing by letter, signed by or on behalf of the party giving it, sent by recorded delivery service and for the attention of the relevant party set out in Clause FW-35.4 or to such other address as that party may have stipulated in accordance with Clause FW-35.5.
- FW-35.2 A notice shall be deemed to have been received two (2) Working Days from the date of posting.
- FW-35.3 In proving service, it shall be sufficient to prove that the envelope containing the notice was addressed to the relevant Party set out in Clause FW-35.4 (or as otherwise notified by that Party) and delivered either to that address or into the custody of the postal authorities as recorded delivery.
- FW-35.4 The address, fax number and e-mail address of each Party shall be:

FW-35.4.1 for the Authority:

Government Procurement Service
Rosebery Court
St Andrews Business Park
Norwich
NR7 0HS
For the attention of: Network Services Team
Tel: 0345 410 2222
Email: info@gps.gsi.gov.uk; and

FW-35.4.2 for the Supplier:

AdEPT Telecom plc
77 Mount Ephraim
Tunbridge Wells
Kent
TN4 8BS

For the attention of: Ian Fishwick
Tel: 01892 550225
Email: ian.fishwick@adept-telecom.co.uk
Fax: 0844 5577301

- FW-35.5 Either Party may change its address for service by serving a notice in accordance with this Clause.
- FW-35.6 For the avoidance of doubt, any notice given under this Framework Agreement shall not be validly served if sent by electronic mail and not confirmed by a letter.

FW-36. **PREVENTION OF BRIBERY AND CORRUPTION**

- FW-36.1 The Supplier shall not commit and shall procure that all Supplier Staff or any person acting on the Supplier's behalf shall not commit, in connection with this Framework Agreement or Call Off Agreement, any Prohibited Act.
- FW-36.2 If the Supplier breaches Clause FW-36.1, the Authority may terminate this Framework Agreement and the Contracting Body may terminate the relevant Call Off Agreement in accordance with the terms of that Call Off Agreement.
- FW-36.3 Without prejudice to its other rights and remedies under this Clause FW-36, the Contracting Body and Authority shall be entitled to recover in full from the Supplier and the Supplier shall on demand indemnify the Authority and the Contracting Body (whether before or after the making of a demand pursuant to the indemnity hereunder) in full from and against:
- FW-36.3.1 the amount of value of any such gift, consideration or commission; and
- FW-36.3.2 any other Loss sustained by the Authority and/or Contracting Body in consequence of any breach of this Clause FW-36.
- FW-36.4 The Parties agree that the Management Charge payable in accordance with Clause FW-18 does not constitute an offence under section 1 of the Bribery Act 2010.

FW-37. **SAFEGUARDING AGAINST FRAUD**

- FW-37.1 The Supplier shall notify the Authority (in respect of services provided under the Framework Agreement) or the Contracting Body (in respect of Services provided under a Call Off Agreement) immediately and in

writing if it has reasons to suspect that any Fraud has occurred, is occurring or is likely to occur save where complying with this provision would cause the Supplier or its employees to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

FW-37.2 If the Supplier or the Supplier Staff commits any Fraud in relation to this Framework Agreement, a Call Off Agreement or any other contract with the Government:

FW-37.2.1 a Contracting Body may terminate a Call Off Agreement in accordance with its terms; and/or

FW-37.2.2 The Authority may terminate the Framework Agreement; and

FW-37.2.3 the Authority and/or the Contracting Body may recover in full from the Supplier and the Supplier shall on demand indemnify the Authority and/or Contracting Body in full for any Loss sustained by the Authority and/or Contracting Body at any time (whether such loss is incurred before or after the making of a demand pursuant to the indemnity hereunder) in consequence of any breach of this Clause FW-37.

FW-38. DATA PROTECTION AND DISCLOSURE

FW-38.1 The Supplier shall (and shall procure that Supplier's Staff) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with this Framework Agreement or under any Call Off Agreement.

FW-38.2 Where the Supplier is Processing Authority Personal Data, the Supplier shall ensure that it has in place appropriate technical and organisational measures to ensure the Security of the Authority (and to guard against unauthorised or unlawful Processing or accidental loss, destruction of or damage to the Authority Personal Data).

FW-38.3 The Supplier shall:

FW-38.4 provide the Authority with such information as the Authority may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA:

FW-38.4.1 promptly notify the Authority of any breach of the Security measures to be put in place pursuant to this Clause; and

FW-38.4.2 ensure that it does not knowingly or negligently do or omit to do anything which places the Authority in breach of its obligations under the DPA; and

FW-38.4.3 not cause or permit to be processed, stored, accessed or otherwise transferred outside the European Economic Area any Authority Personal Data supplied to it by the Authority without Approval.

FW-39. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY

FW-39.1 Save as granted under this Framework Agreement, neither the Authority, a Contracting Body nor the Supplier shall acquire any right, title or interest in the other's Intellectual Property Rights.

FW-39.2 The Supplier shall ensure and procure that the availability, provision and delivery of the services under this Framework Agreement and the Services under any Call Off Agreement shall not infringe any Intellectual Property Right of any third party.

FW-39.3 With respect to the Supplier's obligations under this Framework Agreement and any Call Off Agreement, the Supplier warrants and represents that:

FW-39.3.1 it owns or has obtained valid licences for all Intellectual Property Rights that are necessary to perform its obligations under this Framework Agreement and/or any Call Off Agreement which may be entered into with the Authority or Other Contracting Bodies and shall maintain the same in full force and effect for the duration of the Term and the duration of any and all Call Off Agreements entered into by it under the Framework Agreement.

FW-39.3.2 it has and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or trojans, spyware or other malware) into systems, data, software or Authority's Confidential Information or information that would be deemed "confidential information" in accordance with the terms of any Call Off Agreement (held in electronic form) owned by or under the control of, or used by the Authority and/or Other Contracting Bodies.

FW-39.4 The Supplier shall during and after the Term indemnify and keep indemnified the Authority and Contracting Body on demand in full from and against all Losses whatsoever arising from, out of, in respect of or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the:

FW-39.4.1 availability, provision or use of the Services (or any parts thereof); and

FW-39.4.2 performance of the Supplier's responsibilities and obligations hereunder.

FW-39.5 The Supplier shall promptly notify the Authority or Contracting Body if any claim or demand is made or action brought against the Supplier for infringement or alleged infringement of any Intellectual Property Right that may affect the availability, provision or use of the Services (or any Deliverables or parts thereof) and/or the performance of the Supplier's responsibilities and obligations hereunder.

FW-39.6 If a claim or demand is made or action brought alleging matters which if proved would constitute a breach of this Clause FW-39 or any Call Off Agreement, or in the reasonable opinion of the Supplier is likely to be made or brought, the Supplier may (subject to the Authority's prior Approval or in respect of a Call Agreement, subject to the relevant Contracting Body's prior written approval) at its own expense and at no cost to the Authority or relevant Contracting Body, within a reasonable time either:

FW-39.6.1 modify any or all of the affected Services without reducing the performance and functionality of the same, or substitute alternative services of equivalent performance and functionality for any or all of the affected Services, so as to avoid the infringement or the alleged infringement; provided that such action shall not increase the cost or burden on Contracting Bodies;

FW-39.6.2 procure a licence to use the affected Services and/or Deliverables on terms that are reasonably acceptable to the Authority or Contracting Body (as applicable); and

FW-39.6.3 in relation to the performance of the Supplier's responsibilities and obligations hereunder, promptly re-perform those responsibilities and obligations.

And in the event that the Supplier is unable to comply with Clauses FW-39.6.1 or FW-39.6.2 within twenty (20) Working Days of receipt of the Supplier's notification, the Authority may terminate the this Contract and the Contracting Body may terminate a Call Off Agreement in accordance with the terms of the Call Off Agreement and the Supplier shall, upon demand, refund the Authority and/or Contracting Body (as the case may be) with all monies paid in respect of the Service and/or Deliverable that is subject to the Claim.

FW-39.7 Subject to full compliance with the Authority's branding guidance, the Supplier shall be entitled to use the Authority's logo exclusively in connection with the provision of the Services during the Term and for no other purpose.

FW-40. **FREEDOM OF INFORMATION AND TRANSPARENCY**

FW-40.1 The Supplier acknowledges that the Authority and Other Contracting Bodies are subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Authority and the Other Contracting Bodies to enable the Authority and Other Contracting Bodies to comply with their Information disclosure obligations in relation to this Framework Agreement and any Call Off Agreements.

FW-40.2 The Supplier shall:

FW-40.2.1 transfer to the Authority and/or the relevant Other Contracting Bodies, as applicable, all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information; and

FW-40.2.2 provide all necessary assistance reasonably requested by the Authority and/or the Other Contracting Body to enable the Authority and/or the Other Contracting Body to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

FW-40.3 The Authority shall be responsible for determining in absolute its discretion and notwithstanding any other provision in this Framework Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

FW-40.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Authority.

FW-40.5 The Supplier acknowledges that (notwithstanding the provisions of this Clause FW-40) the Authority may, acting in accordance with 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 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:

FW-40.5.1 in certain circumstances without consulting the Supplier; or

FW-40.5.2 following consultation with the Supplier and having taken its views into account;

provided always that where Clause FW-40.5.1 applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

FW-40.6 The Supplier acknowledges that the description of information as Commercially Sensitive Information as notified to the Authority prior to the Commencement Date is of an indicative nature only and that the Authority and Other Contracting Body may be obliged to disclose the Commercially Sensitive Information in accordance with this Clause FW-40.

FW-40.7 Subject to any information which is exempt from disclosure under the FOIA and notwithstanding any other term of this Framework Agreement or the Call Off Agreement, the Supplier agrees that the contents of the Framework Agreement and the Call Off Agreement are not Confidential Information and the Supplier hereby gives his consent for the Authority to publish this Framework Agreement and for the Contracting Body to publish the Call Off Agreement in their entirety including from time to time agreed changes to this Framework Agreement and/or the Call Off Agreement, to the general public.

FW-41. **CONFIDENTIALITY**

FW-41.1 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Framework Agreement, each Party shall:

FW-41.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

FW-41.1.2 not disclose the other Party's Confidential Information to any other person without the prior written consent of the other Party.

FW-41.2 The Supplier shall ensure that the Supplier Staff are aware of the Supplier's confidentiality obligations under this Framework Agreement and shall use its best endeavours to ensure that the Supplier Staff comply with the Supplier's confidentiality obligations under this Framework Agreement and in relation to any Call Off Agreement.

FW-41.3 The provisions of Clause FW-41.1 and Clause FW-41.2 shall not apply to any Confidential Information received by one Party from the other which:

FW-41.3.1 is or becomes public knowledge (otherwise than by breach of this Clause FW-41);

FW-41.3.2 was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

FW-41.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

FW-41.3.4 is information independently developed without access to the Confidential Information;

FW-41.3.5 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure.

FW-41.3.6 is used for the purpose of obtaining professional advice.

FW-41.4 Nothing in this Framework Agreement shall prevent the Authority or a Contracting Body from disclosing the Supplier's Confidential Information (including the Management Information obtained under Clause FW-17):

FW-41.4.1 for the purpose of the examination and certification of the Authority's accounts;

FW-41.4.2 for the purpose of any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

FW-41.4.3 to any government department or any Other Contracting Body and the Supplier hereby acknowledges that all government departments or Contracting Bodies receiving such Supplier's Confidential Information may further disclose the Supplier's Confidential Information to other government departments or Other Contracting Bodies on a confidential basis;

FW-41.4.4 on a confidential basis for the purpose of obtaining professional advice;

FW-41.4.5 to any consultant, contractor or other person engaged by the Authority, Contracting Body or any person conducting a Cabinet Office gateway review;

FW-41.4.6 for the purpose of disseminating knowledge of the Services and their respective performance to Other Contracting Bodies.

FW-41.5 The Supplier acknowledges and agrees that for the purpose of ensuring consistent behaviour between the Contracting Bodies and Suppliers to this Framework, information relating to Orders placed by a

Contracting Body, including pricing information and the terms of any Call Off Agreement:

FW-41.5.1 may be published by the Authority, subject to this Clause FW-41; and

FW-41.5.2 may be shared with Other Contracting Bodies from time to time. Where such information is shared with Other Contracting Bodies the Authority shall notify the recipient of such information that its contents are confidential.

FW-41.6 In the event that the Supplier fails to comply with Clauses FW-41.1 to Clause FW-41.3, the Authority reserves the right to terminate this Framework Agreement with immediate effect by notice in writing.

FW-41.7 The Supplier will immediately notify the Authority of any breach of Security in relation to Authority Confidential Information obtained by the Supplier. The Supplier will use its best endeavours to recover such Authority and/or Contracting Body Confidential Information however it may be recorded. This obligation is in addition to the Supplier's obligations under Clauses FW-41.1 to Clause FW-41.5.

FW-42. OFFICIAL SECRETS ACTS

FW-42.1 The Supplier shall (where applicable) comply with and shall 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.

FW-42.2 In the event that the Supplier or the Supplier Staff fails to comply with this Clause, the Authority reserves the right to terminate this Framework Agreement with immediate effect by giving notice in writing to the Supplier; and any Contracting Body may terminate its Call Off Agreement in accordance with its terms.

FW-43. GUARANTEE

FW-43.1 Where the Authority notifies the Supplier that the award of this Framework Agreement shall be conditional upon receipt of a valid Framework Guarantee, then on or prior to the execution of the Framework Agreement the Supplier shall deliver to the Authority:

FW-43.1.1 an executed Framework Guarantee from a Framework Guarantor; and

FW-43.1.2 a certified copy extract of the board minutes and/or resolution of the Framework Guarantor approving the execution of the Framework Guarantee.

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BY SIGNING AND RETURNING THIS FRAMEWORK AGREEMENT THE SUPPLIER AGREES to comply with all the terms of this legally binding Framework Agreement Ref: RM-1035 to provide the Services. The Parties hereby acknowledge and agree that they have read this Framework Agreement and its Framework Schedules and by signing below agree to be bound by the terms of this Framework Agreement.

Signed duly authorised for and on behalf of the SUPPLIER

Signature: *[Handwritten Signature]*
Name: IAN FISHWICK
Position: CHIEF EXECUTIVE
Date: 11/10/13
Company: ADEPT TELECOM PLC

Signed for and on behalf of the AUTHORITY

Signature: *[Handwritten Signature]*
Name: SALLY COLLIER
Position: ACTING MD FOR GPS
Date: 14 October 2013

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Framework Schedule 1 – Service Requirements and Supplier Service Descriptions**Part A –Service Requirements****1. GENERAL**

- 1.1 The purpose of this Part A of Framework Schedule 1 (Service Requirements and Supplier Service Descriptions) is to provide a description of the Services that the Supplier will be required to make available to all Contracting Bodies under the Framework Agreement and any specific Standards applicable to the Services. The Services and any Standards set out below may be refined by a Contracting Body (to the extent set out in Framework Schedule 5 (Ordering Procedures)) to reflect its Services Requirements for a particular Call Off Agreement.

2. SPECIFICATION

- 2.1 The Framework Agreement will consist of two Lots
- 2.2 The scope of the Required Services for Lot 1 Traditional Telephony Services comprises:

2.2.1 Voice Connectivity Service

2.2.2 Voice Calls Service

2.2.3 Broadband Service

2.2.4 Data Access Service

2.2.5 Bundles comprising some or all of the above

- 2.3 The scope of the Services for Lot 2 Inbound Services comprises:

2.3.1 Inbound Voice Service

3. SERVICE CATALOGUE AND SERVICE PACKAGES

- 3.1 The Service Catalogue will comprise all of the Service Packages from all of the Suppliers.
- 3.2 Each Service Package will be described by Suppliers using the Service Package Template (attached as Annex 1 of this Framework Schedule). Only packages of Services that can be described using the Service Package Template are eligible for inclusion in the Service Catalogue.
- 3.3 Suppliers will be able to add, amend and remove Service Packages from the Service Catalogue using the Service Catalogue Variation Procedure described in Clause FW-26 of the Framework Agreement.
- 3.4 Service Packages may be provided UK-wide, or may be geographically limited by the Supplier to regions (e.g. counties), locations (e.g. cities) or defined postcodes using the appropriate section of the Service Package service description.
- 3.5 Where a Service Package includes either the Voice Calls Service or the Inbound Voice Service, the maxima aggregated call pricing is described in the Service Package Template for those elements. In such instances, the Supplier must append their full call tariff catalogue for the calls to the Service Package (which itself must comply with the Maxima Pricing Tables).
- 3.6 Suppliers will be able to apply conditions on Contracting Bodies through the Service Package service description, but only in respect of the connectivity requirements (e.g. certain packages may only be available to Contracting Bodies where the current connection can be transferred from the incumbent supplier to the Supplier).
- 3.7 Each Service Package will have a specific mix of technical, provision, commercial and maintenance attributes, as per the following paragraphs:
- 3.7.1 technical – according to the service types defined in paragraphs 2.2 and 2.3.
- 3.7.2 connectivity provision – direct or underlying carrier as applicable.
- 3.7.3 commercial – how the package is structured in relation to financial outlay considerations including:
- CapEx focus which means higher fixed costs with minimal recurring charges, predominantly focused on capital expenditure;
 - OpEx focus which means minimal fixed costs and higher recurring charges, predominantly focused on operational expenditure.
 - Balanced focus – intermediate between Capex and Opex focus.

3.7.4 Agreed Service Time – duration of service cover (based on Openreach Service Maintenance Levels):

- Level 1: Monday – Friday 08:00-18:00 (excluding Bank Holidays)
- Level 2: Monday – Saturday 08:00-18:00 (excluding Bank Holidays)
- Level 3: Monday – Friday 07:00-21:00 (including Bank Holidays)
Saturday and Sunday 08:00-18:00 (including Bank Holidays)
- Level 4: Monday – Sunday 00.00-24.00 (including Bank Holidays)

3.8 The validation parameters for the Service Catalogue builder area as follows:

3.8.1 All the mandatory fields are populated;

3.8.2 The price expiry date is after the price effective date.

4. SERVICE AND CONTRACT MANAGEMENT

4.1 The Supplier shall appoint a Service manager responsible for the Service management.

4.2 The Supplier shall ensure that all aspects of the Service management reflect good industry practice as represented by the ITIL guidelines (or equivalent).

4.3 The Supplier shall provide support services to the Contracting Body through the Supplier's service desk which shall enable the Contracting Body to report Incidents and make Service Requests in accordance with this Framework Schedule 1 (Service Requirements and Supplier Service Descriptions) and Schedule 3 (Service Levels and Service Credits) of the relevant Call Off Agreement. Additionally, the Supplier shall ensure that the Contracting Body can obtain advice on the effective use of the Services via the Supplier's service desk.

4.4 The Supplier shall establish an integrated set of processes, procedures and associated systems to provide effective management of Incidents and Service Requests, in accordance with the Service Level provisions relating to Incidents and the Service Desk in Schedule 3 (Service Levels and Service Credits) of the Call Off Agreement.

4.5 The Supplier shall ensure that the Contracting Body can interact with the Supplier's service desk via a variety of communication methods including telephone, email or via an on-line portal.

4.6 The Supplier shall provide self-help facilities to enable the Contracting Body to determine progress on Incident fixes and closure. Such self-help facilities shall be accessible via the on-line portal.

4.7 The Supplier shall provide facilities for reporting progress on Incident fixes to the Contracting Body via the Supplier's Service Desk.

4.8 The Supplier shall provide contract management to resolve any issues arising from the Framework Agreement and to implement any improvements/innovations during the Framework Period, in accordance with Framework Schedule 2 (Key Performance Indicators).

5. ASSET MANAGEMENT / EXIT PLANNING

5.1 The Supplier shall maintain a comprehensive inventory of assets deployed and utilised to deliver the Services to the Contracting Body. This inventory must be sufficient to support the day to day management of the Services effectively.

5.2 The Supplier shall provide access to asset and configuration data relating to the Services to the Contracting Body on request. Such circumstances shall include when the Contracting Body exits from the Call Off Agreement in accordance with the Call Off Agreement.

5.3 Where the Contracting Body requires to replace a Service following cessation of a Call Off Agreement, the Supplier shall provide any necessary supporting information in as timely a manner as possible to facilitate such replacement, in accordance with clause 4 of any Call Off Agreement.

6. SERVICE LEVELS

6.1 The Supplier shall meet the Service Levels in accordance with the Call Off Agreement.

7. SERVICE REQUIREMENTS

7.1 Voice Connectivity Service

7.1.1 The Supplier shall provide a range of Voice Connectivity Service options supporting voice services, including as a minimum (but not necessarily limited to):

- PSTN Line

- ISDN 2e
- ISDN30
- SIP (over existing connections)
- SIP Trunk Cards

7.1.2 The Voice Connectivity Services shall conform to the relevant standards identified in the Supplier Service Description.

7.1.3 The Voice Connectivity Services shall provide a range of appropriate bandwidths and channels.

7.1.4 The Supplier shall be able to provide service features, relating to the Voice Connectivity Services, as listed in the Supplier's entries in the Service Catalogue and described in the Supplier's Service Description.

7.1.5 The Supplier shall provide any structural or civil engineering works necessary for its provision of the Voice Connectivity Service.

7.1.6 ISDN30 options shall include both DASSII and Q931.

7.1.7 SIP options shall include G711 (uncompressed high quality voice) and G729 (compressed for bandwidth optimisation) codecs.

7.1.8 SIP provision through the Voice Connectivity Service is limited to gateways and controllers. Any physical connectivity that may be required for the SIP services may be by means of an existing connection or shall be provided by means of the Data Access Service.

7.2 Voice Calls Service

7.2.1 The Voice Calls Service shall enable voice calls to UK and international land lines and mobiles.

7.2.2 The Voice Calls Service shall provide for charging by the second (in addition to any other charging method that the Supplier may offer).

7.2.3 The Voice Calls Service shall support the transmission of voice, fax and data (via modems).

7.2.4 The Voice Calls Service shall conform to the relevant standards identified in the Supplier Service Description.

7.2.5 The Supplier shall be able to provide a range of call-related service features as listed in the Supplier's entries in the Service Catalogue and described in the Supplier's Service Description.

7.2.6 The Supplier shall ensure that the Contracting Body is able to continue to use their existing internal telephone numbers and existing PSTN numbers when transitioning to the Supplier's voice Services.

7.2.7 The Voice Calls Service shall provide for calls made within a Contracting Body's organisation to be routed without accessing the PSTN where appropriate connectivity exists.

7.2.8 The Supplier shall not charge for calls within a Contracting Body's organisation that are routed without accessing the PSTN.

7.2.9 The Supplier shall provide for number porting/novation following termination or expiry of the Call Off Contract.

7.3 Data Access Service

7.3.1 The Data Access Services shall provide a range of connectivity options for transmission of data to and from Contracting Body premises, including as a minimum (but not necessarily limited) to E1 (2Mbits/sec) or equivalent.

7.3.2 The Data Access Services may include traditional Synchronous Digital Hierarchy (SDH) and Ethernet options, and may also include wireless options.

7.3.3 The Data Access Services shall conform to the relevant standards identified in the Supplier Service Description.

7.3.4 The Supplier shall provide any structural or civil engineering works necessary for its provision of the Data Access Service.

7.4 Broadband Service

7.4.1 The Supplier shall provide a range of Broadband Service options, including as a minimum (but not necessarily limited to):

- xDSL variants

- “Superfast Broadband” based on Fibre to the Cabinet (FTTC) or Fibre to the Premises (FTTP)

- 7.4.2 The Broadband Service may also include options based on cable or wireless technologies.
- 7.4.3 The Broadband Service options shall conform to the relevant standards.
- 7.4.4 The Broadband Service options shall include a range of appropriate bandwidths from 8Mbits/sec to 100Mbits/sec or higher.
- 7.4.5 The Supplier shall provide any structural or civil engineering works necessary for its provision of the Broadband Service.

7.5 Inbound Voice Service

- 7.5.1 The Supplier shall provide a range of Inbound Voice Service options, including as a minimum (but not necessarily limited to):
- 03xx number services
 - 05xx number services
 - 08xx number services
 - 09xx number services
- 7.5.2 The Supplier shall be able to provide a range of service features related to inbound voice calls as listed in the Supplier’s entries in the Service Catalogue and described in the Supplier’s Service Description.
- 7.5.3 The Inbound Voice Service shall enable revenue sharing of the charges for the inbound calls.
- 7.5.4 The Supplier shall monitor the Inbound Voice Service to detect and prevent the fraudulent use of the Services by external parties.
- 7.5.5 The Supplier shall ensure that the Inbound Voice Service can provide for the legal interception of calls whereby an authorised organisation can intercept and optionally record calls in accordance with legal requirements.

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Part B Supplier Service Descriptions**LOT 1 VOICE CONNECTIVITY SERVICES SERVICE DESCRIPTION****FUNCTIONALITY**

Voice Connectivity is the means by which clients sites are physically connected to the Carrier network for the transportation of voice calls.

We offer the full range of calling features that is available on an Openreach WLR line.

PERFORMANCE, AVAILABILITY AND RESILIENCE

These products are based upon the Openreach WLR3 product set and have identical SLA

CAPACITY

One copper pair will carry one analogue telephone conversation but additional copper pairs can be added to provide a multiline. This is normally referred to as a PSTN analogue line.

ISDN2 allows 2 simultaneous digital telephone channels over 1 copper pair.

ISDN30 has a capacity of 30 digital channels but can be ordered with as few as 8 channels. Capacity over 30 channels is achieved by adding additional bearers.

BANDWIDTH OPTIONS

Not applicable (Except SIP)

PERFORMANCE METRICS

Openreach is responsible for measuring performance on all line types.

THE DIFFERENT TECHNOLOGY TYPES TO BE EMPLOYED TO DELIVER THE SERVICE

Analogue lines are delivered by discrete copper pairs which carry audio frequency signals.

Speech is encoded using analogue modulation in a microphone and conveyed to the line.

ISDN 2 lines are also delivered by discrete copper pairs which carry digitally encoded signals which are then reconstituted as analogue speech using the client's telephone exchange equipment.

ISDN 30 lines are also delivered by multiple copper pairs or fibre which carries digitally encoded signals which are then reconstituted as analogue speech using the client's telephone exchange equipment.

ISDN 30 can be either DASS2 or Q931

RESILIENCE OPTIONS WITH SPECIFIC REFERENCE TO HOW THE REQUIRED SERVICE AVAILABILITY WILL BE ACHIEVED

Resilience can be provided on all lines using the Administration Divert where incoming calls can be diverted to an alternative answer point.

For ISDN 30 there can be formal Site Assurance packages which formalise the above in a detailed SLA

POINTS OF PRESENCE

The Carrier Connections are available at every BT Telephone Exchange nationwide. There are some 6,500 Telephone Exchanges distributed widely throughout the United Kingdom.

The only noteworthy exception is the small Kingston upon Hull area where BT does not have a presence.

LOT 1 VOICE CALLS SERVICES SERVICE DESCRIPTION**FUNCTIONALITY**

Voice Calls is a service that uses the Voice Connectivity to enable users to make and receive telephone calls either within the UK or to over 200 International destinations. The called or calling end point can either be a fixed line or mobile device.

The calls service is provided by Vodafone using either Carrier Pre Select (CPS) or Indirect Dial Access (IDA).

PERFORMANCE, AVAILABILITY AND RESILIENCE

We use a Tier-1 carrier, namely Vodafone (formerly Cable and Wireless) to carry our calls. The calls for the most part are conveyed over the UK Public Service Telephone Network (PSTN) and the Vodafone network. The Vodafone network is fully and resiliently interconnected to the PSTN. Vodafone uses Carrier Grade switches for maximum availability and reliability.

We have used the Vodafone / Cable and Wireless network for 10 years and the fault rate is extremely low.

One of the key benefits of using the Vodafone / Cable and Wireless network is that it gives you automated monitoring of unusual call patterns to help eliminate fraud. If for example there was a call to say Poland at night when the office is closed you would be alerted automatically by email.

CAPACITY

The Vodafone network is dimensioned to the same GOS of 99.5%. There are no practical constraints to the volume of calls that can be handled.

BANDWIDTH OPTIONS

For speech telephony each voice channel occupies an audio bandwidth of 300bt/s to 4Kbt/s

For data telephony current modem technology will allow devices to transmit and receive at up to 56Kbt/s.

ISDN2 channels can transmit at up to 64Kbt/s per channel and the services can be bonded to give a single 128Kbt/s stream.

Multiple ISDN 2 & ISDN30 channels can be combined to provide higher bandwidths often up to 384 Kbit/s for say Videoconferencing

PERFORMANCE METRICS

Vodafone publishes its overall performance metrics in line with Ofcom policy.

THE DIFFERENT TECHNOLOGY TYPES TO BE EMPLOYED TO DELIVER THE SERVICE

Analogue lines are delivered by discrete copper pairs which carry audio frequency signals. Speech is encoded using analogue modulation in a microphone and conveyed to the line.

ISDN2 lines are also delivered by discrete copper pairs which carry digitally encoded signals.

The Core Network is called the UK PSTN and comprises the BT network totally interconnected with every other UK Carrier such as Vodafone.

RESILIENCE OPTIONS, WITH SPECIFIC REFERENCE TO HOW THE REQUIRED SERVICE AVAILABILITY WILL BE ACHIEVED

The Vodafone Network has been designed to minimise single points of failure.

POINTS OF PRESENCE

The Carrier Connections are available at every BT Telephone Exchange nationwide. There are some 6,500 Telephone Exchanges distributed widely throughout the United Kingdom.

The only noteworthy exception is the small Kingston upon Hull area where BT does not have a presence.

LOT 1 BROADBAND SERVICES SERVICE DESCRIPTION

FUNCTIONALITY

Broadband Service is a separate application that uses the Voice Connectivity to enable users to gain access to the Internet. You can make voice calls and use your broadband service on the same line.

PERFORMANCE, AVAILABILITY AND RESILIENCE

These products are based upon BTW Wholesale Broadband Connect and have identical Service Level Agreements

CAPACITY

One copper pair will carry one analogue telephone line for speech and also a Broadband connection on the same physical line.

Broadband Lines can be bonded to provide an aggregated service with either 2, 3 or 4 physical lines. The speed received will be the aggregate of the lines 'bonded' together.

We offer different rental prices for ADSL broadband based upon monthly usage 10Gb, 50Gb, 100Gb or unlimited.

BANDWIDTH OPTIONS

The AdEPT standard offering is based upon the latest BTW 21CN technology platform.

This will offer a theoretical download of up to 24Mbit/s and an upload of 1.2Mbit/s.

More recently there are (Fibre To The Cabinet) FTTC products which allow up to 80Mbit/s downloads and up to 20Mbit/s uploads.

Actual speeds received depend upon a number of factors, primarily the distance between your premises and the local telephone exchange.

THE DIFFERENT TECHNOLOGY TYPES TO BE EMPLOYED TO DELIVER THE SERVICE

We will provide 21CN products wherever they are available. The 21CN products differ from 20CN in that the exchange equipment is more advanced and uses MSAN instead of DSLAM.

We only offer broadband using the BT network and do not offer any Local Loop Unbundled products.

The lower speed products are based upon copper lines from the client site to the BT Terminal Equipment. The higher speeds are derived from using FTTC technology.

RESILIENCE OPTIONS, WITH SPECIFIC REFERENCE TO HOW THE REQUIRED SERVICE AVAILABILITY WILL BE ACHIEVED

AdEPT can offer optional bonded ADSL services or failover services using DSL services from a separate ISP.

POINTS OF PRESENCE

The Broadband Connections are available at every BT Telephone Exchange nationwide. There are some 6,500 Telephone Exchanges distributed widely throughout the United Kingdom.

The only noteworthy exception is the small Kingston Upon Hull area where BT do not have a presence.

LOT 1 DATA ACCESS SERVICES SERVICE DESCRIPTION

FUNCTIONALITY

Data Connectivity Services are the term for a suite of products that can either connect 2 or more client sites or to provide high capacity bandwidth into the Internet.

PERFORMANCE, AVAILABILITY AND RESILIENCE

These products are based upon Carrier Class Ethernet networks and have very high availability and resilience backed by a service credit regime. The tail circuits are generally based upon Openreach Ethernet Access Direct (EAD) or Optical Spectrum Access (OSA) which will determine the precise SLA.

CAPACITY

The lower speed services up to 25Mbit/s can use bonded copper pairs and this is known as Ethernet First Mile (EFM).

Higher speed connectivity up to 10Gbit/s requires suitable fibre plant to convey the services.

The key decision when purchasing Data Connectivity is to make sure the physical bearers into the PoP are of adequate capacity to scale for any future growth.

The most common services will use 10Mbit/s, 100Mbit/s and 1 Gbit/s.

Higher speeds are available at 2.5Gbit/s and 10Gbit/s

BANDWIDTH OPTIONS

AdEPT can offer services from 2 Mbit/s up to 10 Gbit/s.

Ethernet First Mile (EFM) technology offers symmetrical speeds (upload and download are the same speed) up to 24Mbit/s. EFM is delivered by using a number of copper pairs rather than fibre used by traditional leased lines.

AdEPT offers fibre Data Connections using Openreach EAD at 10Mbit/s, 100mbit/s and 1Gbit/s although regulatory changes mean that 100Mbit/s is now cheaper and therefore renders 10mbit/s somewhat redundant.

Above these speeds AdEPT uses OSA which gives line speeds of either 2.5Gbit/s or 10Gbit/s

THE DIFFERENT TECHNOLOGY TYPES TO BE EMPLOYED TO DELIVER THE SERVICE

The most modern Data Connectivity is universally based upon Ethernet technologies.

These services are available with 10Mb, 100Mb, 1Gb, 2.5Gb or 10Gb bearers.

The legacy Time Division Multiplexing (TDM) services are still available using Synchronous Digital Hierarchy (SDH) at 2Mbit/s, 34Mbit/s, 155Mbit or even 622Mbit/s respectively.

However it is likely speeds over 2Mbit/s E1 capacity are not likely to be commercially viable against the Ethernet equivalent service.

RESILIENCE OPTIONS, WITH SPECIFIC REFERENCE TO HOW THE REQUIRED SERVICE AVAILABILITY WILL BE ACHIEVED

Depending on the levels of resilience and security required AdePT can design a custom solution to increase resilience. For lower speed services a simple DSL back up service can be implemented which will automatically fail over if a fault on the primary is detected.

Resilience can be engineered by providing a duplicate and physically separate line using Openreach's Resilience Options (RO1 & RO2).

AdePT is perhaps uniquely placed to supply a blended solution using diverse Carriers for total physical and commercial separation of services.

POINTS OF PRESENCE

The Data Connections are available at every BT Telephone Exchange nationwide. There are some 6,500 Telephone Exchanges distributed widely throughout the United Kingdom. However AdePT can also source Data Connectivity from other Tier 1 carriers such as KCOM, and Virgin Media Business.

The only noteworthy exception is the small Kingston upon Hull area where BT does not have a presence.

Annex 1: Service Package (Price Component)



AdePT Service
Package.xlsx

(See Schedule 1 Annex 1 Service Package RM1035)

Annex 2: Service Package (Service Description Component)



AdePT Service
Package Service Desc

(See Schedule 1 Annex 2 Service Package Service Description RM1035)

Framework Schedule 2 – Key Performance Indicators**1. INTRODUCTION**

- 1.1. This Framework Schedule sets out the KPIs by which the Supplier's overall performance under the Framework Agreement shall be monitored and managed. The Authority reserves the right to adjust, introduce new, or remove KPIs throughout the Term, however any significant changes to KPIs shall be agreed between the Authority and the Supplier in accordance with Clause FW-26 (Variations).
- 1.2. The Supplier shall comply with all its obligations related to KPIs set out in this Framework Agreement and shall use all reasonable endeavours to meet the KPI Targets identified in the following table:
- 1.3. The KPIs from which performance by the Supplier of the Framework Agreement will be reported against are set out below:

[Guidance Note: The KPI targets in the table below, including any applicable KPI weightings and scoring methodology will be set out in the Supplier Action Plan – see Framework Schedule 13 (Framework Management)]

Key Performance Indicator (KPI)	Weighting	Measured by
Framework Management		
1.1 MI returns: All MI returns to be returned to GPS by the 7th of each month	18.75%	Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority's data warehouse (MISO) system)
1.2 All invoices to be paid within 30 calendar days of issue	3.75%	Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority's CODA system)
1.3 Supplier self-audit certificate to be issued to the Authority in accordance with the Framework Agreement	3.75%	Confirmation of receipt and time of receipt by the Authority
1.4 Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report	3.75%	Confirmation by the Authority of completion of the actions by the dates identified in the Audit Report
Operational Efficiency / Price Savings		
2.1 The Supplier to deliver against the Supplier Action Plan to derive further cost savings over the term of the contract via continuous improvement and innovation	25%	Confirmation by the Authority of the cost savings achieved by the dates identified in the Supplier Action Plan
Demand Management Savings		
3.1 The Supplier to deliver against the Supplier Action Plan to derive further cost savings over the term of the contract via continuous improvement and innovation	25%	Confirmation by the Authority of the cost savings achieved by the dates identified in the Supplier Action Plan
Customer Satisfaction		
4.1 Goods and/or Services to be provided under Call Off Agreement to the satisfaction of Customers	20%	Confirmation by the Authority of the Supplier's performance against customer satisfaction surveys
Corporate Targets Total	100%	
Other		
5.1 Responsiveness to further competitions	100%	Supplier demonstrating to the Authority, where requested, that they have responded to every further competition in accordance with Framework Schedule 5 (Ordering Procedures) paragraphs 3.6 and 4.5.
Category Targets Total	100%	

Framework Schedule 3 – Sub-Contractors**1. INTRODUCTION**

1.1. This Framework Schedule 3 (Sub-Contractors) contains details of the Sub-Contractors to be engaged or employed by the Supplier in the provision of Services pursuant to individual Call Off Agreements.

2. SUB-CONTRACTORS

2.1. Table of Sub-Contractors:

Name and full contact details	Scope/Obligation/Responsibilities
N/A	N/A

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Framework Schedule 4 – Order Form and Call Off Terms

Part 1 – Order Form

Part 2 – Call Off Terms

(These are in a separate document)

COPY

Framework Schedule 5 – Ordering Procedures**1. AWARD PROCEDURES**

- 1.1 If the Authority or any Other Contracting Body decides to source Services through this Framework Agreement then it will award those Services in accordance with the procedures described in this Framework Schedule 5 (Ordering Procedures) and the requirements of the Regulations and the Guidance. For the purposes of this Framework Schedule 5, “**Guidance**” shall mean any guidance issued or updated by the UK Government from time to time in relation to the Regulations.
- 1.2 If a Contracting Body can determine that their Services requirement:
- 1.2.1 can be met by the use of one of the Service Packages included in the Service Catalogue; and
- 1.2.2 all of the terms of the proposed Call Off Agreement are laid down in this Framework Agreement and the Call Off Terms as set out in the Framework Schedule 4 (Order Form and Call Off Terms) do not require amendment or any supplementary terms and conditions;
- then the procedure set out in paragraph 2 should be followed.
- 1.3 If the Contracting Body’s Services requirement cannot be met by the use of one of the Service Packages in the Service Catalogue but all of the terms of the proposed Call Off Agreement are laid down in this Framework Agreement and the Call Off Terms as set out in the Framework Schedule 4 (Order Form and Call Off Terms) do not require amendment or any supplementary terms and conditions then the procedure set out in paragraph 3 should be followed.
- 1.4 If a Contracting Body:
- 1.4.1 requires the Supplier to develop proposals or a solution in respect of such Contracting Body’s requirement for Services; and/or
- 1.4.2 needs to amend or refine the Call Off Terms to reflect its requirement for Services to the extent permitted by and in accordance with the Regulations and Guidance;
- then the Contracting Body shall award a Call Off Agreement in accordance with the General Further Competition Procedure set out in paragraph 4 below.
- 1.5 The Award of any Call Off Agreement under this Framework Agreement may be conducted using Electronic Marketplaces.

2. DIRECT AWARD WITHOUT FURTHER COMPETITION

- 2.1 Subject to paragraph 1 above any Contracting Body awarding a Call Off Agreement under this Framework Agreement without holding a further competition shall:
- 2.1.1 develop a clear Statement of Requirements;
- 2.1.2 identify all Service Packages from the Service Catalogue that meet the Statement of Requirements by assessing the Service Package service descriptions;
- 2.1.3 apply the Award Criteria set out in Table 1 to those Service Packages identified in paragraph 2.1.2 in order to establish which of the Service Packages provides the most economically advantageous solution; and
- 2.1.4 on the basis set out above, award the Call Off Agreement by completing and returning the Service Catalogue Order Form (Part 1a of Framework Schedule 4 (Order Form and Call Off Terms)) to the successful Framework Supplier in accordance with paragraph 8 below.
- 2.1.5 **Table 1 – Direct Ordering Procedure Criteria**

Criteria Number	Direct Ordering Procedure Criteria	Percentage Weightings
1	Price	50%
2	Quality (including technical merit and delivery lead times)	50%

3. SHORT FORM FURTHER COMPETITION PROCEDURE**THE CONTRACTING BODY’S OBLIGATIONS**

- 3.1 Any Contracting Body awarding a Call Off Agreement under this Framework Agreement through the Short Form Further Competition Procedure shall:
 - 3.1.1 develop a clear Statement of Requirements;
 - 3.1.2 complete the Short Form Further Competition Requirement Template to reflect the Statement of Requirements;
 - 3.1.3 invite all Suppliers to tender for the Services by issuing the completed Short Form Further Competition Requirement Template to each Supplier on the Lot, with any additional supporting documentation deemed appropriate;
 - 3.1.4 set a time limit for the receipt of the tenders which takes into account factors such as the complexity of the subject matter of the contract and the time needed to submit tenders;
 - 3.1.5 keep each tender confidential until the expiry of the time limit;
 - 3.1.6 apply the Award Criteria set out in Table 2 below to all compliant tender(s) and the Award Criteria will be used as the basis of the Contracting Body’s decision to award a Call Off Agreement for its required Services;
 - 3.1.7 **Table 2 – Short Form Further Competition Award Criteria**

Criteria Number	Criteria	Percentage Weightings
1	Price	50% OR MORE (UP TO 100%)
2	Quality (including technical merit and delivery lead times)	UP TO 50%

- 3.2 The use of the Short Form Further Competition Procedure does not place any obligation on a Contracting Body to place an Order with any Framework Supplier at any point.
- 3.3 If an Electronic Reverse Auction is to be held, the Contracting Body shall notify all of the Suppliers and shall conduct the Short Form Further Competition Procedure in accordance with the procedures set out in paragraph 5;
- 3.4 The Contracting Body shall award the Call Off Agreement to the successful Supplier in accordance with paragraph 8 below.
- 3.5 The Contracting Body shall provide unsuccessful Framework Suppliers with written feedback giving reasons why their tenders were unsuccessful.

THE SUPPLIER’S OBLIGATIONS

- 3.6 On receipt of a completed Short Form Further Competition Requirement Template, the Supplier will in writing, by the time and date specified by the Contracting Body in accordance with paragraph 3.1.4, provide the Contracting Body with either:
 - 3.6.1 a statement to the effect that it does not wish to tender in relation to the relevant Services along with the reasons why; or
 - 3.6.2 the completed Short Form Further Competition Requirement Template.
- 3.7 The Supplier shall ensure and evidence to the Contracting Body that any prices submitted in its completed Short Form Further Competition Requirement Template are compliant with Framework Schedule 8 (Charging Structure) and do not exceed the maximum price set out in the Maxima Pricing Table.
- 3.8 The Supplier agrees that:
 - 3.8.1 all tenders submitted by the Supplier in relation to a Short Form Further Competition Procedure held pursuant to this paragraph 3 shall remain open for acceptance by the Contracting Body for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the relevant Contracting Body in accordance with the paragraph 3.1.); and
 - 3.8.2 all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the amount of the offer by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:

- (a) communicate to any person other than the person inviting these offers the amount or approximate amount of the offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain quotations required for the preparation of the offer; and
- (b) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from making an offer or as to the amount of any offer to be submitted.

4. **GENERAL FURTHER COMPETITION PROCEDURE**

THE CONTRACTING BODY'S OBLIGATIONS

- 4.1 Any Contracting Body awarding a Call Off Agreement under this Framework Agreement through a General Further Competition Procedure shall:
- 4.1.1 develop a clear Statement of Requirements;
 - 4.1.2 complete the General Further Competition Order Form to reflect the Statement of Requirements;
 - 4.1.3 appropriately amend the General Further Competition Order Form and Call Off Terms to reflect its Statement of Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance. This includes:
 - (a) completing all appendices to the extent possible and indicating where input from the Supplier(s) will be required as part of its tender; and
 - (b) considering whether, in the context of the particular proposed Call Off Agreement, any of the Call Off Terms (including the schedules) need to be amended or overridden by including any Alternative Clauses (as that term is defined in the Call Off Terms) in the Order Form. The Call Off Terms (including the schedules) must not themselves be altered; any such amendments must be set out in the Order Form;
 - 4.1.4 invite all Suppliers to tender for the Services by issuing the completed General Further Competition Order Form to each Supplier on the Lot, with any additional supporting documentation which the Contracting Body deems appropriate;
 - 4.1.5 set a time limit for the receipt of the tenders which takes into account factors such as the complexity of the subject matter of the contract and the time needed to submit tenders;
 - 4.1.6 keep each tender confidential until the expiry of the time limit;
 - 4.1.7 apply the Award Criteria set out in Table 3 below to all compliant tender(s) and the Award Criteria will be used as the basis of the Contracting Body's decision to award a Call Off Agreement for its required Services.
 - 4.1.8 **Table 3 – General Further Competition Award Criteria**

Criteria Number	Criteria	Percentage Weightings
1	Price	10% OR MORE (UP TO 90%)
2	Quality (including technical merit and delivery lead times)	10% OR MORE (UP TO 90%)

- 4.2 The use of the Short Form Further Competition Procedure does not place any obligation on a Contracting Body to place an Order with any Framework Supplier at any point. If an Electronic Reverse Auction is to be held, the Contracting Body shall notify all of the Suppliers and shall conduct the General Further Competition Procedure in accordance with the procedures set out in paragraph 5.
- 4.3 The Contracting Body shall award the Call Off Agreement with the successful Supplier in accordance with paragraph 8 below.
- 4.4 The Contracting Body shall provide unsuccessful Framework Suppliers with written feedback giving the reasons why their tenders were unsuccessful.

THE SUPPLIER'S OBLIGATIONS

- 4.5 On receipt of a completed General Further Competition Order Form, the Supplier will in writing, by the time and date specified by the Contracting Body in accordance with paragraph 4.1.5, provide the Contracting Body with either:

- 4.5.1 a statement to the effect that it does not wish to tender in relation to the relevant Services along with the reasons why; or
- 4.5.2 the full details of its tender made in respect of the General Further Competition Order Form.
- 4.6 The Supplier shall ensure and evidence to the Contracting Body that in its completed General Further Competition Order Form are compliant with Framework Schedule 8 (Charging Structure) and do not exceed the maximum price set out in the Maxima Pricing Table.
- 4.7 The Supplier agrees that:
- 4.7.1 all tenders submitted by the Supplier in relation to a General Further Competition Procedure held pursuant to this paragraph 3 shall remain open for acceptance by the Contracting Body for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the relevant Contracting Body in accordance with the General Further Competition Ordering Procedure; and
- 4.7.2 all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the amount of the offer by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
- (a) communicate to any person other than the person inviting these offers the amount or approximate amount of the offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain quotations required for the preparation of the offer; and
- (b) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from making an offer or as to the amount of any offer to be submitted.
- 5. ELECTRONIC REVERSE AUCTION (eAuction)**
- 5.1 The Contracting Body shall be entitled to formulate its Services requirement and invite the Supplier to a further competition using a reverse auction in accordance with the rules laid down by the Contracting Body in accordance with the Regulations prior to the commencement of any such further competition.
- 5.2 The Supplier acknowledges that Contracting Bodies may wish to undertake an electronic reverse auction, where Framework Suppliers compete in real time by bidding lower as the auction unfolds ("Electronic Reverse Auction").
- 5.3 Before undertaking an Electronic Reverse Auction, the relevant Contracting Body will make an evaluation of all proposals against all criteria other than those which will be the subject of the Electronic Reverse Auction.
- 6. NO AWARD**
- 6.1 Notwithstanding the fact that the Contracting Body has followed a procedure as set out above in paragraphs 2, 3 or 4 (as applicable), whether using an eAuction or not, the Contracting Body shall be entitled at all times to decline to make an award for its Services. Nothing in this Framework Agreement shall oblige any Contracting Body to award any Call Off Agreement.
- 7. RESPONSIBILITY FOR AWARDS**
- 7.1 The Supplier acknowledges that each Contracting Body is independently responsible for the conduct of its award of Call Off Agreements under this Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:
- 7.1.1 the conduct of Other Contracting Bodies in relation to this Framework Agreement; or
- 7.1.2 the performance or non-performance of any Call Off Agreements between the Supplier and Other Contracting Bodies entered into pursuant to this Framework Agreement.
- 8. CALL OFF PROCEDURE**
- 8.1 Subject to Paragraphs 1 to 7 above, a Contracting Body may award a Call Off Agreement with the Supplier by sending (including electronically) a signed Order Form substantially in the form (as as may be amended or refined by the Contracting Body in accordance with this Framework Schedule) of the relevant order form set out in Framework Schedule 4 (Order Form and Call Off Terms). The Parties agree that any document or communication (including any document or communication in the apparent form of a Call Off Agreement) which is not as described in this paragraph 8 shall not constitute a Call Off Agreement under this Framework Agreement.

- 8.2 By signing and returning the Order Form to the Supplier, the Contracting Body is accepting the offer made by the Supplier:
- 8.2.1 in their Service Package; or
 - 8.2.2 in their completed Short Form Further Competition Requirements Template; or
 - 8.2.3 in the Supplier's tender response to a General Further Competition.
- 8.3 On receipt of a signed Order Form from a Contracting Body a Call Off Agreement is formed; and the Supplier shall acknowledge the Order by promptly signing and returning a copy of the Order Form to the Contracting Body concerned.
- 8.4 Within five (5) Working Days of receipt of the written notice from the Contracting Body, the Supplier shall send the relevant Order Form to the Authority.

9. BID COSTS

- 9.1 Contracting Bodies will not reimburse any costs incurred by a Supplier (including the costs or expenses of any subcontractors, consortium members or advisors) in connection with preparation and/or submission of any response to any competition conducted under this Framework Agreement.

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Framework Schedule 6 – Management Information Requirements**1. GENERAL REQUIREMENTS**

- 1.1. The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to the Authority in accordance with the provisions of this Framework Schedule 6 (Management Information Requirements).
- 1.2. The Supplier shall also supply such Management Information as may be required by a Contracting Body in accordance with the terms of a Call Off Agreement.

2. MANAGEMENT INFORMATION FORMAT

- 2.1. The Supplier agrees to provide timely, full, accurate and complete MI Reports (including reporting Management Information on free Services) to the Authority which incorporates the data, in the correct format, required by the MI Reporting Template. The initial MI Reporting Template is set out in the Annex to this Framework Schedule 6.
- 2.2. The Authority may from time to time make changes to the MI Reporting Template including to the data required or format of the report and issue a replacement version of the MI Reporting Template to the Supplier. The Authority shall give notice in writing of any such change to the MI Reporting Template and shall specify the date from which the replacement MI Reporting Template must be used for future MI Reports which date shall be at least thirty (30) calendar days following the date of the notice.
- 2.3. If the MI Reporting Template is amended by the Authority at any time, then the Supplier agrees to provide all future MI Reports in accordance with the most recent MI Reporting Template issued by the Authority.
- 2.4. The Authority may provide the Supplier with supplemental guidance for completing the MI Reporting Template or submitting MI Reports from time to time which may for example indicate which fields are mandatory and which are optional. The Supplier agrees to complete the Monthly MI Report in accordance with any such guidance.
- 2.5. The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of the Authority.
- 2.6. The Authority shall have the right from time to time (on reasonable written notice) to amend the nature of the Management Information which the Supplier is required to supply to the Authority.

3. FREQUENCY AND COVERAGE

- 3.1. All MI Reports must be completed by the Supplier using the MI Reporting Template and returned to the Authority on or prior to the Reporting Date every Month during the Term and thereafter, until all transactions relating to Call Off Agreements have permanently ceased.
- 3.2. The MI Report should be used (among other things) to report Orders received and transactions occurring during the Month to which the MI Report relates, regardless of when the work was actually completed. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once when the Order is received.
- 3.3. The Supplier must return the MI Report for each Month even where there are no transactions to report in the relevant Month; referred to as a "Nil Return".
- 3.4. The Supplier must inform the Authority of any errors or corrections to the Management Information:
 - 3.4.1. in the next MI Report due immediately following discovery of the error by the Supplier; or
 - 3.4.2. as a result of the Authority querying any data contained in an MI Report.

4. SUBMISSION OF THE MONTHLY MI REPORT

- 4.1. The completed MI Report shall be completed electronically and returned to the Authority by uploading the electronic MI Report computer file to MISO in accordance with the instructions provided in MISO.
- 4.2. The Authority reserves the right (acting reasonably) to specify that the MI Report be submitted by the Supplier using an alternative communication to that specified in paragraph 4.1 above (such as email). The Supplier agrees to comply with any such instructions provided they do not materially increase the burden on the Supplier.

5. DEFECTIVE MANAGEMENT INFORMATION

- 5.1. The Supplier acknowledges that it is essential that the Authority receives timely and accurate Management Information pursuant to this Framework Agreement because Management Information is used by the Authority to inform strategic decision making and allows it to calculate the Management Charge.
- 5.2. An "MI Failure" shall occur when an MI Report:
 - 5.2.1.contains any material errors or material omissions or a missing mandatory field; or
 - 5.2.2.is submitted using an incorrect MI Reporting Template; or
 - 5.2.3.is not submitted by the Reporting Date (including where a Nil Return should have been filed).
- 5.3. Following an MI Failure the Authority may issue a reminder to the Supplier or require the Supplier to rectify the defects in the MI Report provided to the Authority. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and within five (5) Working Days of receipt of a reminder or the issue of any request to rectify a defect.

5.4. Meetings

The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of the Authority (without prejudice to any other rights the Authority may have). If the Authority requests such a meeting the Supplier shall propose measures to ensure that the MI Failures are rectified and do not occur in the future. The Parties shall document these measures and continue to monitor the Supplier's performance.

5.5. Admin Fees

- 5.5.1 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that the Authority shall have the right to invoice the Supplier Admin Fees (subject to paragraph 5.5.2) in respect of any MI Failures as they arise in subsequent Months.
 - 5.5.2 If, following activation of the Authority's right to charge Admin Fee(s) in respect of MI Failures pursuant to paragraph 5.5.1, the Supplier submits the Monthly MI Report for two (2) consecutive Months and no MI Failure occurs then the right to charge the Admin Fee(s) shall lapse. For the avoidance of doubt the Authority shall not be prevented from exercising such right again during the Term if the conditions in paragraph 5.5.1 are met.
 - 5.5.3 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by the Authority as a result of the Supplier failing to supply Management Information as required by this Framework Agreement.
- 5.6. The Authority shall notify the Supplier if any Admin Fees arise pursuant to paragraph 5.5.1 above and shall be entitled to invoice the Supplier for such Admin Fees which shall be payable in accordance with Clause FW-18 as a supplement to the Management Charge. Any exercise by the Authority of its rights under this paragraph shall be without prejudice to any other rights that may arise pursuant to the terms of the Framework Agreement.

6. DEFAULT MANAGEMENT CHARGE**6.1. If:**

- 6.1.1.Three (3) MI Failures occur in any rolling six (6) Month period; or
- 6.1.2.Three (3) consecutive MI Failures occur,

then a "MI Default" shall be deemed to have occurred.

- 6.2. If an MI Default occurs the Authority shall (without prejudice to any other rights or remedies available to it under this Framework Agreement) be entitled to determine the level of Management Charge in accordance with paragraph 6.3, which the Supplier shall be required to pay to the Authority ("Default Management Charge") and/or to terminate this Framework Agreement.
- 6.3. The Default Management Charge shall be calculated as the higher of:
 - 6.3.1.the average Management Charge paid or payable by the Supplier to the Authority based on any Management Information submitted in the three month period preceding the date on which the MI Default arose; or
 - 6.3.2.the sum of five hundred pounds (£500).

6.4. If an MI Default occurs, the Authority shall be entitled to invoice the Supplier the Default Management Charge calculated in accordance with paragraph 6.3 above less any Management Charge already paid for any Months the Default Management Charge is due:

6.4.1. in arrears for those Months in which an MI Failure occurred; and

6.4.2. on an ongoing Monthly basis,

until all and any MI Failures have been rectified to the reasonable satisfaction of the Authority.

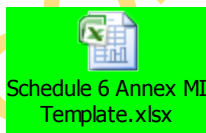
6.5. For the avoidance of doubt the Parties agree that the Default Management Charge shall be payable as though it were the Management Charge due in accordance with the provisions of Clause FW-18 of this Framework Agreement.

6.6. If the Supplier provides sufficient Management Information to rectify any MI Failures to the satisfaction of the Authority and the revised Management Information demonstrates that:

6.6.1. the Supplier has overpaid the Management Charges as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or

6.6.2. the Supplier has underpaid the Management Charges during the period when a Default Management Charge was applied, then the Authority shall be entitled to immediate payment of the balance as a debt.

ANNEX – MI REPORTING TEMPLATE
(See Schedule 6 Annex MI Template)



Framework Schedule 7 – Records and Audit Access**1. GENERAL PROVISIONS**

- 1.1 The Supplier shall keep and maintain in accordance with Good Industry Practice and generally accepted accounting principles, until the later of:
- 1.1.1 seven (7) years after the date of termination or expiry of this Framework Agreement; or
 - 1.1.2 seven (7) years after the date of termination or expiry of the last Call Off Agreement to expire or terminate; or
 - 1.1.3 such other date as may be agreed between the Parties;
- full and accurate records and accounts of the operation of the Framework Agreement and the Call Off Agreements entered into with Contracting Bodies, the Services provided pursuant to the Call Off Agreements (including any Sub-Contracts) and the amounts paid by each Contracting Body under the Call Off Agreements.
- 1.2 The Supplier shall provide the Authority with a completed Self Audit Certificate for each year of this Framework Agreement. The Self Audit Certificate shall be completed by responsible senior member of the Supplier's management team or by the Supplier's external Auditor or company Managing Director and shall be provided to the Authority no later than three (3) Months after termination or expiry of this Framework Agreement.
- 1.3 The Supplier shall afford:
- 1.3.1 the Authority;
 - 1.3.2 Other Contracting Bodies who have received Services or are receiving Services from the Supplier under this Framework Agreement;
 - 1.3.3 the Authority's representatives;
 - 1.3.4 in relation to those Other Contracting Bodies' listed in paragraph 1.3.2, their representatives,
 - 1.3.5 the National Audit Office; and/or
 - 1.3.6 any Auditor appointed by the Audit Commission ("Auditors");
- access to the records and accounts referred to, and for the purposes specified, in paragraph 1.1 at the Supplier's Auditor and/or provide copies of the records and accounts, as may be required and agreed with the Authority (or relevant Other Contracting Body) from time to time, in order that the Authority (or relevant Contracting Body) may carry out an inspection of the records and accounts referred to in paragraph 1.1 for the following purposes:
- 1.3.7 verify the accuracy of the Charges (and proposed or actual variations to them in accordance with this Framework Agreement) and or the costs of the Supplier (including Sub-Contractor's costs);
 - 1.3.8 to review the integrity, confidentiality and Security of the Personal Data and Contracting Body Data held or used by the Supplier;
 - 1.3.9 review any books of accounts kept by the Supplier in connection with the provision of the Services for the purposes of auditing the Charges and Management Charges under the Framework and Call Off Agreement only;
 - 1.3.10 to review any other aspect of the delivery of the Services including to review compliance with the Data Protection Legislation, the Supplier's Security obligations and to ensure compliance with any other Laws;
 - 1.3.11 verify the accuracy of any historic / baseline data supplied by the Supplier to the Authority for the purpose of the Authority to claim savings;
 - 1.3.12 to carry out an examination pursuant to Section 6 (1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Contracting Body has used its resources; and/or
 - 1.3.13 to inspect the Contracting Body's assets, including the Intellectual Property Rights, equipment, facilities and maintenance, for the purposes of ensuring that the Contracting Body's assets are secure and that any register of assets is up to date.
- 1.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published/audited accounts relating to the trading entity conducting business under this Framework

Agreement) on request during the Term and during the Call Off Agreement Period and for a period of twelve (12) months after termination or expiry of the Term or the last Call Off Agreement (whichever is the later) to the Authority (or relevant Contracting Body or Auditors) and its internal and external Auditors.

- 1.5 The Authority and/or Contracting Body shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Call Off Agreements, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditors is outside of the control of the Authority and/or Contracting Body.
- 1.6 Subject to the Authority's and Contracting Body's obligations of confidentiality, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including by providing:
 - 1.6.1 all information within the scope of the Audit requested by the Auditor;
 - 1.6.2 reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Services; and
 - 1.6.3 access to the Supplier Staff.
- 1.7 If an Audit reveals that:
 - 1.7.1 the Supplier has committed a material Default; or
 - 1.7.2 the Supplier has underpaid an amount equal to or greater than one per cent (1%) of the Management Charge due in respect of any Month,then without prejudice to the Authority's other rights under this Framework Agreement the Supplier shall reimburse the Authority its reasonable costs incurred in relation to the Audit.
- 1.8 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under Clauses 1.1 to 1.7, save as specified in Clause 1.7.

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ANNEX A: SELF AUDIT CERTIFICATE

[To be signed by Head of Internal Audit, Finance Director or company's external Auditor]

[Note: To be signed by company's Auditor]

Dear Sirs,

In accordance with the Framework Agreement entered into on 23rd October 2013 between AdEPT Telecom PLC and the Authority, we confirm the following:

1. In our opinion AdEPT Telecom PLC has in place suitable systems for identifying and recording the transactions taking place under the provisions of the above Framework Agreement.
2. We have tested the systems for identifying and reporting on framework activity and found them to be operating satisfactorily.
3. We have tested a sample of [] [Insert number of sample transactions tested] orders and invoices during our audit for the financial year ended [insert financial year] and confirm that they are correct and in accordance with the terms and conditions of the above Framework Agreement.

Name:.....

Signed:.....

Date:.....

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Framework Schedule 8 – Charging Structure**1. GENERAL PROVISIONS**

- 1.1 The Framework Prices set out in this Framework Schedule 8 (Charging Structure) are the maximum prices that the Supplier may charge pursuant to any Call Off Agreement.
- 1.2 The Supplier acknowledges and agrees that any Charges submitted in relation to a Short Form Further Competition Procedure or General Further Competition Procedure held in accordance with Framework Schedule 5 (Ordering Procedures) shall be equal to or lower than the Framework Prices.
- 1.3 The Framework Prices set out in this Framework Schedule 8 (Charging Structure) and any proposed Charges proposed by a Supplier in a response to an invitation to participate in a Further Competition Procedure shall be inclusive of the Management Charge.
- 1.4 All Framework Prices for calls and any Charges set out in any Service Package or proposed Charges in response to an invitation to participate in a Further Competition Procedure must be priced on a “per minute” basis and all Charges for calls invoiced to a Contracting Body must be calculated on a “per second” basis.
- 1.5 The Maxima Pricing Tables for the Services are attached as an annex to this Framework Schedule 8 (Supplier’s Tender Response).
- 1.6 The Supplier’s pricing for each Service element must not exceed the maxima pricing established for that Service element identified in the Maxima Pricing Tables.
- 1.7 The Authority and any Other Contracting Body shall compare a Supplier’s proposed Charges in the Service Catalogue or any response to an ITT against the Framework Prices as follows:
 - 1.7.1 calculate the annual charge:
 - 1.7.1.1 for a Service element identified in a proposed Charges; and
 - 1.7.1.2 for the equivalent Service element in the Maxima Pricing Table; and
 - 1.7.2 compare the annual charges in 1.7.1.1 and 1.7.1.2;
 - 1.7.3 if the annual charge for a Service element in the proposed Order exceeds the annual charge for the equivalent service element in the Maxima Pricing Table, then the Supplier is in breach of this Framework Schedule 8 (Charging Structure) and the Authority may, without prejudice to any other rights and remedies available to the Authority, terminate or suspend this Framework Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice in accordance with Clause FW-21 (Termination and Suspension of Supplier’s appointment).

2 ADJUSTMENTS OF THE FRAMEWORK PRICES

- 2.1 Subject to 2.2, the Framework Prices are not adjustable during the Term of the Framework Agreement
- 2.2 The Framework Prices may be adjusted:
 - 2.2.1 where a Service element is based on a Regulated Service and that Regulated Service has increased in price, then the Supplier may request an equivalent increase in the price of the appropriate service element(s) in their Maxima Pricing Table; and
 - 2.2.2 the Authority has Approved such increase in the price of the Service element.
- 2.3 Any increase in the Framework Prices agreed in accordance with paragraph 2.2 above shall not apply to any existing Call Off Agreement.

Framework Schedule 9 – Framework Management**1. INTRODUCTION**

- 1.1. The successful delivery of this Framework Agreement will rely on the ability of the Supplier and the Authority in developing a strategic relationship immediately following award and maintaining this throughout this Framework Agreement.
- 1.2. To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and the Authority.
- 1.3. This Framework Schedule 9 outlines the general structures and management activities that the Parties shall follow during the Framework Period.

2. FRAMEWORK MANAGEMENT**2.1. Framework Management Structure:**

- 2.1.1. The Supplier shall provide a suitably qualified nominated contact (the Supplier Framework Manager) who will take overall responsibility for delivering the Services required within this Framework Agreement, as well as a suitably qualified deputy to act in their absence.
- 2.1.2. The Supplier shall put in place a structure to manage the Framework in accordance with Framework Schedule 1 (Service Requirements and Supplier Service Descriptions).
- 2.1.3. A full governance structure for the Framework will be agreed between the Parties during the Framework Agreement implementation stage.
- 2.1.4. Following discussions between the Parties, the Authority shall produce and issue to the Supplier a draft Supplier Action Plan. The Supplier shall not unreasonably withhold its agreement to draft Supplier Action Plan. The Supplier Action Plan shall, unless the Authority otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.
- 2.1.5. The Supplier Action Plan shall be maintained and updated on an ongoing basis by the Authority. Any changes to the Supplier Action Plan shall be notified by the Authority to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless the Authority otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the Authority's notification.

2.2. Supplier Review Meetings

- 2.2.1. Regular performance review meetings will take place at the Authority's Auditor throughout the Framework Period and thereafter until the expiry or termination (Supplier Review Meetings).
- 2.2.2. The exact timings and frequencies of such Supplier Review Meetings will be determined by the Authority following award of the Framework Agreement. It is anticipated that the frequency of the Supplier Review Meetings will be once every month or less. Flexibility from both Parties will be expected over the timings of these meetings.
- 2.2.3. The purpose of the Supplier Review Meetings will be to review the Supplier's performance under the Framework Agreement, and where the Supplier's adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by the Authority and communicated to the Supplier in advance of that meeting.
- 2.2.4. The Supplier Review Meetings shall be attended, as a minimum, by the Authority Representative(s) and the Supplier Framework Manager.

3. KEY PERFORMANCE INDICATORS

- 3.1. The Key Performance Indicators (KPIs) applicable to this Framework Agreement are set out in Framework Schedule 1 (Services and Key Performance Indicators).
- 3.2. The Supplier shall establish processes to monitor its performance against the agreed KPIs in order to report progress to the Authority and/or Contracting Bodies in accordance with paragraph 3.5 below. The Supplier shall at all times ensure compliance with the standards set by the KPIs.
- 3.3. The Authority shall review progress against these KPIs to evaluate the effectiveness and efficiency of which the Supplier performs its obligations to fulfil the Framework Agreement.

- 3.4. The Supplier's achievement of KPIs shall be reviewed during the Supplier Review Meetings, in accordance with paragraph 2.2 above, and the review and ongoing monitoring of KPIs will form a key part of the framework management process as outlined in this Framework Schedule 9.
- 3.5. The Supplier shall provide a Monthly report on its performance against each of the KPIs listed in Framework Schedule 1 (Service Requirements and Key Performance Indicators).
- 3.6. The Authority reserves the right to adjust, introduce new, or remove KPIs throughout the Contract Period, however any significant changes to KPIs shall be agreed between the Authority and the Supplier.
- 3.7. The Authority reserves the right to use and publish the KPI data (the information relevant to the performance by the Supplier against each KPI in the Monthly report referred to in paragraph 3.5) without restriction.

4. EFFICIENCY TRACKING PERFORMANCE MEASURES

- 4.1. The Supplier shall cooperate in good faith with the Authority to develop efficiency tracking performance measures for the Framework Agreement. This shall include but is not limited to:
 - 4.1.1. tracking reductions in product volumes and product costs, in order to demonstrate that Contracting Bodies are consuming less and buying more smartly;
 - 4.1.2. developing additional KPIs to ensure that the Framework Agreement supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
- 4.2. This list is not exhaustive and may be developed during the Framework Agreement.
- 4.3. The metrics that to be implemented to measure efficiency shall be developed and agreed between the Authority and the Supplier. Such metrics shall be incorporated into the list of KPIs set out in Framework Schedule (Goods and/or Services and Key Performance Indicators).
- 4.4. The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Framework Schedule 13.

5. ESCALATION PROCEDURE

- 5.1. In the event that the Authority and the Supplier are unable to agree the performance score for any KPI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to the Authority's Representative and the Supplier's Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 5.2. In cases where the Authority's Representative and the Supplier's Representative fail to reach a solution, the matter shall be dealt with in accordance with the procedure set out in Clause FW-25 (Dispute Resolution).

Framework Schedule 10 – Service Catalogue Variation Form

Variation Form No:

Effective From Date:

[Guidance Note to Supplier: the Effective Date shall be the date when the amended Service Catalogue will be available to the Contracting Bodies.]

Expiry Date:

[Guidance Note to Supplier: Insert the date you would like the Service Package to be removed from the Service Catalogue]

BETWEEN:

[insert name of the Authority] **(the Authority)**

and

AdEPT Telecom PLC **(the Supplier)**

[The Service Catalogue is varied as set out in the attached Service Package Template, such variation to take effect on the Effective From Date]

[Guidance Note to Supplier: Insert the revised Service Package Template]

The changes proposed in this Variation to the Service Catalogue shall expire on the Expiry Date.

[Service Package **[reference from Service Catalogue to be inserted]** shall be deleted from the Service Catalogue on the Effective Date.]

Words and expressions in this Variation shall have the meanings given to them in the Framework Agreement.

The Framework Agreement, including the Service Catalogue, shall remain effective and unaltered except as amended by the changes expressly set out above.

Signed by an authorised signatory for and on behalf of the Authority

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

ADEPT TELECOM PLC

Address

Framework Schedule 11 – Supplier’s Tender Response

REQUIREMENT	SUPPLIER RESPONSE
<p>[AQA1] Please select YES or NO to indicate that in the event you are successful in this Procurement that you will, or will not, unreservedly sign the Framework Agreement without caveats or limitations as published at Attachments 5 and 6. Your response to the Award Questionnaire will appear as a Schedule to the Framework Agreement.</p> <p>YES - You will, unreservedly and without caveat or limitations, commit to signing the Framework Agreement as published at Attachments 5 and 6 of this ITT (including your responses to the whole Award Questionnaire as a Schedule to the Framework Agreement).</p> <p>NO - You will not, unreservedly and without caveat or limitations, commit to signing the Framework Agreement as published at Attachments 5 and 6 of this ITT (and including your responses to the whole Award Questionnaire as a Schedule to the Framework Agreement).</p>	<p>Yes</p>
<p>[AQA2] Please select YES or NO to indicate that, in the event you are awarded a place on this Framework Agreement, you will or will not provide to the Authority, via an Authority template, ANY Framework Agreement related Management Information that the Authority determines is necessary. The Authority reserves the right to change the template and metrics that will be required at any point during the life of the Framework Agreement and awarded Call-Off Contracts.</p> <p>YES - You will and will be willing, throughout the life of the Framework Agreement and until the last contract let under the Framework Agreement expires, to share with the Authority, via an Authority template, any Framework Agreement related Management Information that the Authority determines is necessary for the purpose of monitoring activity on that Framework and calculating savings being achieved by Contracting Bodies using that Framework.</p> <p>NO - You will not be willing, throughout the life of the Framework Agreement and until the last contract let under the Framework Agreement expires, to share with the Authority, via an Authority template, any Framework Agreement related Management Information that the Authority determines is necessary for the purpose of monitoring activity on that Framework and calculating savings being achieved by Contracting Bodies using that Framework.</p>	<p>Yes</p>
<p>[AQA3] In order for the Authority to be able to baseline prices, please indicate by selecting YES or NO to indicate that, in the event you are awarded a place on this Framework Agreement, you will or will not be willing to provide Management Information to the Authority on cost and pricing models, discount levels and structures and prices paid and volumes transacted by customers for services that were available in 2009/10 (or a later year as agreed with the Authority) and that will be (or the equivalent will be) transacted through the Framework Agreement. Framework Clause FW-17 and Framework Schedule 6 describe the required Management Information and formats.</p> <p>YES - You will and will be willing, throughout the life of the Framework Agreement and until the last Call-Off Contract let under the Framework Agreement expires, to provide Management Information to the Authority on cost and pricing models, discount levels and structures and prices (where applicable) for services that were available in 2009/10 (or a later year as agreed with the Authority) and that will be (or the equivalent will be) transacted through the Framework Agreement in order to estimate a baseline for savings.</p> <p>NO - You are not willing, throughout the life of the Framework Agreement and until the last Call-Off Contract let under the Framework Agreement expires, to provide Management Information to the Authority on cost and pricing models, discount levels and structures and prices (where applicable) for services that were available in 2009/10 (or a later year as agreed with the Authority) and that will be (or the equivalent will be) transacted through the Framework Agreement in order to estimate a baseline for savings.</p>	<p>Yes</p>

<p>[AQB1a] LOT 1 VOICE CONNECTIVITY SERVICE Please indicate by selecting YES or NO to indicate that, in the event you are awarded a place on this Framework Agreement, you will:</p> <ul style="list-style-type: none"> - provide Voice Connectivity Services in accordance with the description of Voice Connectivity Services in paragraph 7.1 of Framework Schedule 1 (Service Requirements & Supplier Service Descriptions); - deliver the Voice Connectivity Services in accordance with the Service Levels described in Schedule 3 (Service Levels & Service Credits) of the Call Off Terms (Attachment 6); - provide the Voice Connectivity Services for a period of four and a half years from commencement of the Framework Agreement, and for a maximum call-off term of three years. Note: The Call-Off Contract will be for a one year Initial Term, with Customer-selectable options for two one year Additional Terms; and - make the Voice Connectivity Services available twenty-four (24) hours per day, seven (7) days per week; unless a lesser period is specified by the Contracting Body. <p>YES - You will and will be willing, throughout the life of the Framework Agreement and until the last contract let under the Framework Agreement expires, to comply with the requirements of the bullets listed in question AQB1a.</p> <p>NO - You will not and are not willing, throughout the life of the Framework Agreement and until the last contract let under the Framework Agreement expires, to comply with the requirements of the bullets listed in question AQB1a.</p>	<p>Yes</p>
<p>[AQB1b] LOT 1 VOICE CALLS SERVICES Please indicate by selecting YES or NO to indicate that, in the event you are awarded a place on this Framework Agreement, you will:</p> <ul style="list-style-type: none"> - provide Voice Call Services in accordance with the description of Voice Calls Services in paragraph 7.2 of Framework Schedule 1 (Service Requirements & Supplier Service Descriptions). - deliver the Voice Calls Services in accordance with the Service Levels described in the Schedule 3 (Service Levels & Service Credits) of the Call Off Terms (Framework Schedule 4). - provide the Voice Calls Services for a period of four and a half years from commencement of the Framework Agreement, and for a maximum call-off term of three years. Note: The Call-Off Contract will be for a one year Initial Term, with Customer-selectable options for two one year Additional Terms. - make the Voice Calls Services available twenty-four (24) hours per day, seven (7) days per week; unless a lesser period is specified by the Contracting Body. <p>As such you have responded to AQB1bi (Lot 1 Voice Calls Services Service Description) with a full service description for your Voice Calls Services that complies with the above statements for inclusion as Part B of Framework Schedule 1 (Service Requirements & Supplier Service Descriptions) of the Call Off Terms.</p> <p>YES - You will and will be willing, throughout the life of the Framework Agreement and until the last contract let under the Framework Agreement expires, comply with the requirements of the bullets listed in question AQB1b.</p> <p>NO - You will not and are not willing, throughout the life of the Framework Agreement and until the last contract let under the Framework Agreement expires, to comply with the requirements of the bullets listed in question AQB1b.</p>	<p>Yes</p>
<p>[AQB1c] LOT 1 BROADBAND SERVICES Please indicate by selecting YES or NO to indicate that, in the event you are awarded a place on this Framework Agreement, you will:</p> <ul style="list-style-type: none"> - provide Broadband Services in accordance with the description of Broadband Services in paragraph 7.4 of Framework Schedule 1 (Service Requirements & Supplier Service Descriptions). - deliver the Broadband Services in accordance with the Service Levels described in the Schedule 3 (Service Levels & Service Credits) of the Call Off Terms (Framework Schedule 4). - provide the Broadband Services for a period of four and a half years from commencement of the Framework Agreement, and for a maximum call-off term of three years. Note: The Call-Off Contract will be for a one year Initial Term, with Customer-selectable options for two one year Additional Terms. 	<p>Yes</p>

<p>- make the Broadband Services available twenty-four (24) hours per day, seven (7) days per week; unless a lesser period is specified by the Contracting Body. As such you have responded to AQB1ci (Lot 1 Broadband Services Service Description) with a full service description for your Broadband Services that complies with the above statements for inclusion as Part B of Framework Schedule 1 (Service Requirements & Supplier Service Descriptions) of the Call Off Terms.</p> <p>YES - You will and will be willing, throughout the life of the Framework Agreement and until the last contract let under the Framework Agreement expires, to comply with the requirements of the bullets listed in question AQB1c.</p> <p>NO - You will not and are not willing, throughout the life of the Framework Agreement and until the last contract let under the Framework Agreement expires, to comply with the requirements of the bullets listed in question AQB1c.</p>	
<p>[AQB1d] LOT 1 DATA ACCESS SERVICES Please indicate by selecting YES or NO to indicate that, in the event you are awarded a place on this Framework Agreement, you will:</p> <p>- provide Data Access Services in accordance with the description of Data Access Services in paragraph 7.3 of Framework Schedule 1 (Service Requirements & Supplier Service Descriptions). - deliver the Data Access Services in accordance with the Service Levels described in the Schedule 3 (Service Levels & Service Credits) of the Call Off Terms (Framework Schedule 4). - provide the Data Access Services for a period of four and a half years from commencement of the Framework Agreement, and for a maximum call-off term of three years. Note: The Call-Off Contract will be for a one year Initial Term, with Customer-selectable options for two one year Additional Terms. - make the Data Access Services available twenty-four (24) hours per day, seven (7) days per week; unless a lesser period is specified by the Contracting Body. As such you have responded to AQB1di (Lot 1 Data Access Services Service Description) with a full service description for your Data Access Services that complies with the above statements for inclusion as Part B of Framework Schedule 1 (Service Requirements & Supplier Service Descriptions) of the Call Off Terms.</p> <p>YES - You will and will be willing, throughout the life of the Framework Agreement and until the last contract let under the Framework Agreement expires, to comply with the requirements of the bullets listed in question AQB1d.</p> <p>NO - You will not and are not willing, throughout the life of the Framework Agreement and until the last contract let under the Framework Agreement expires, to comply with the requirements listed in question AQB1d.</p>	<p>Yes</p>

Framework Schedule 12 – Definitions and Interpretation**1. INTERPRETATION**

1.1. In this Framework Agreement the following expressions have the following meaning:

Admin Fees	means those fees defined in paragraph 5.5 of Schedule 6 (Management Information Requirements) of this Agreement;
Affected Party	means the Party whose obligations under the Framework Agreement are affected by the Force Majeure Event;
Approval	means, in relation to terms and conditions in this Framework Agreement which relate to the Framework Agreement itself, with prior written consent of the Authority; Approve and Approved shall be construed accordingly;
Assurance	means the process whereby the Authority, or an agent appointed by the Authority, verifies any or all claims made by the Supplier in their Tender and/or in their Service Packages.
Audit	means an audit carried out pursuant to Framework Schedule 7 (Records and Audit Access) of this Framework Agreement;
Auditor	means the Authority, and/or Contracting Body and/or the National Audit Office and/or any Auditor appointed by the Audit Commission, and/or the representatives of any of them;
Authority	means THE MINISTER FOR THE CABINET OFFICE (“ Cabinet Office ”) as represented by Government Procurement Service, trading fund of the Cabinet Office, whose offices are located at Rosebery Court, St Andrews Business Park, Norwich, NR7 0HS;
Authority Representative	means the representative appointed by the Authority from time to time in relation to this Framework Agreement;
Authority’s Confidential Information	means all Authority’s Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, personnel, and suppliers of the Authority, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked “confidential”);
Authority Data	means data that is owned or managed by the Authority;
Authority Personal Data	means the personal data supplied by the Authority to the Supplier for the purposes of or in connection with this Framework Agreement and “personal data” shall have the same meaning as set out in the Data Protection Act 1998;
Award Criteria	means the award criteria to be applied for the award of Call Off Agreements for Telephony Services set out in Schedule 5 (Ordering Procedures) paragraph 2.1.5 (for direct awards) and paragraph 3.1.7 (for short form further competitions) and paragraph 4.1.8 (for general further competitions);
Broadband Service	As described in paragraph 7.4 of Schedule 1 (Service Requirements and Supplier Service Descriptions);
Call Off Agreement	means any legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of Services made between a Contracting Body and the Supplier;
Call Off Agreement Period	means the term of the Call Off Agreement as specified in the relevant Call Off Agreement;
Call Off Commencement Date	means the date a Call Off Agreement commences, as specified in paragraph 1.1 of each Order Form;

Call Off Procedure	means the Direct Ordering Procedure, the Short Form Further Competition and/or the General Further Competition Procedure;
Call Off Terms	means the terms and conditions set out in Part 2 of Framework Schedule 4 (Order Form and Call Off Terms);
Capex	means capital expenditure, i.e. expenditure allocated from a capital budget, generally one-off or occasional;
Catalogue	means the Government Electronic Marketplace or such or any subsequent pan-government catalogue or such other medium as the Authority may determine;
Centre for Protection of National Infrastructure on Risk Management	http://www.cpni.gov.uk/about/Who-we-work-with/rmdg/
Charges	means the prices (exclusive of any applicable VAT), payable to the Supplier by a Contracting Body under a Call Off Agreement in consideration of the full and proper performance by the Supplier of the Supplier's obligations under that Call Off Agreement;
Change of Control	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
Clause	means a clause of this Framework Agreement;
Commencement Date	means the date set out in Clause FW-13 (Term of Framework Agreement);
Commercially Sensitive Information	means the Information which has been notified in writing to the Authority (prior to the Commencement Date in relation to Information which applies to the Framework Agreement) with full details of why the Information is deemed to be commercially sensitive and which is comprised of Information: a) which is provided by the in confidence for the period set out in that notification; and/or b) which constitutes a trade secret;
Complaint	means any formal written complaint raised by a Contracting Body in relation to the performance of this Framework Agreement or any Call Off Agreement in accordance with Clause FW-24 (Complaints Handling and Resolution);
Confidential Information	means the Authority's Confidential Information and/or the Supplier's Confidential Information;
Contracting Bodies	means bodies listed in paragraph VI.3 of the OJEU Notice and Contracting Body shall be construed accordingly;
Contracting Body Data	means data that is owned or managed by a Contracting Body;
Contracting Body Satisfaction Survey	means a survey performed by the Authority in accordance with Clause FW-19;
Crown	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
Data Access Service	As described in paragraph 7.3 of Schedule 1 (Service Requirements and Supplier Service Descriptions);
Data Protection Legislation or DPA	means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable legally binding guidance and codes of

	practice issued by the Information Commissioner;
Default	means any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Supplier in connection with or in relation to this Framework Agreement and in respect of which the Supplier is liable to the Authority;
Default Management Charge	has the meaning given to it in paragraph 6 of Schedule 6 (Management Information);
Deliverables	means a tangible work product, outcome or related material or item that is to be achieved or delivered to the Contracting Body by the Supplier as part of the Services;
Direct Award Ordering Form	means the template order form contained in Part 1a of Schedule 4 (Order form and Call Off Terms);
Direct Contracting Body	A Contracting Body who has entered into a Call Off Contract;
Direct Ordering Procedure	means the ordering procedure for direct awards as set out in paragraph 2 of Framework Schedule 5 (Ordering Procedures);
Electronic Marketplace	means a web based application which facilitates electronic trade between one or more buying organisations and many suppliers;
Environmental Information Regulations	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
Electronic Reverse Auction	Shall have the meaning as set out in paragraph 5.2 of Schedule 5 (Ordering Procedure);
Ethernet	is a physical and data link layer technology in common use for interconnecting information technology, communications and other equipment via local area networks (LANs) conforming to the IEEE802.3 interconnection standard, over copper or fibre cable, currently at speeds of between 10 and 10,000 megabits per second;
Fibre to the Cabinet or FTTC	means a telecommunications connectivity service that is provided by means of optical fibre to a cabinet, typically on the roadside, close to consumer premises;
Fibre to the Premises or FTTP	means a telecommunications connectivity service that is provided by means of optical fibre direct to consumer premises (also sometimes referred to as Fibre to the Home, FTTH);
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
Force Majeure	<p>means any event, occurrence or cause affecting the performance by either the Contracting Body or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party; (b) riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (a) acts of government, local government or Regulatory Bodies; (b) fire, flood, any disaster and any failure or shortage of power or fuel; (c) an industrial dispute affecting a third party for which a substitute third party is not reasonably available; <p>provide always that:</p> <ul style="list-style-type: none"> - any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Sub-Contractor's supply chain; and - any event or occurrence which is attributable to the wilful

	act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned; shall not constitute a Force Majeure;
Framework	means the framework arrangements established by the Authority for the provision of Services to Contracting Bodies by Framework Suppliers;
Framework Agreement	means the Clauses of this Framework Agreement together with the Framework Schedules and annexes to it;
[Framework Guarantee	means a deed of guarantee in favour of the Authority in the form set out in Framework Schedule 13 (Guarantee) granted pursuant to FW-43 (Guarantee);]
[Framework Guarantor	means any person Approved by the Authority to give a Framework Guarantee;]
Framework Prices	means the price(s) applicable to the provision of the Services as set out in Framework Schedule 8 (Charging Structure);
Framework Schedules	means the schedules of this Framework Agreement;
Framework Suppliers	means the suppliers (including the Supplier) appointed under this Framework Agreement or agreements on the same or similar terms to this Framework Agreement as part of this Framework;
Fraud	means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent or defrauding or attempting to defraud or conspiring to defraud the Crown;
General Further Competition Order Form	means the template order form contained in Part 1c of Schedule 4 (Order form and Call Off Terms);
General Further Competition Procedure	means the call off procedure set out in paragraph 4 of Schedule 5 (Ordering Procedures);
Good Industry Practice	means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonable and ordinarily be expected from a skilled and experienced person or body engaged in engaged within the relevant industry or business sector;
Government ICT Strategy	means the Government ICT Strategy which can be referenced here - https://www.gov.uk/government/publications/uk-government-ict-strategy-resources
Guidance	means any current UK Government Guidance on the Public Contracts Regulations. In the event of a conflict between any current UK Government Guidance and the Government Procurement Service Guidance, current UK Government Guidance shall take precedence;
HMG Information Assurance Standard	the standard used to assess - and suggest responses to - technical risks to confidentiality, integrity and availability;
HMG Security Policy Framework	https://www.gov.uk/government/publications/Security-policy-framework
Holding Company	shall have the meaning given to it in section 1159 of the Companies Act 2006;
Inbound Voice Services	As described in paragraph 7.5 of Schedule 1 (Service Requirements and Supplier Service Descriptions);
Incidents	means an unplanned incident or interruption to Services, reduction in the quality of the Services or event which could affect the Services in the future;

Information	has the meaning given under section 84 of the Freedom of Information Act 2000, as amended from time to time;
Intellectual Property Rights or IPR	means: <ul style="list-style-type: none"> (a) 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 or business names, designs rights (whether registerable or otherwise), trade secrets, moral rights and other similar rights or obligations including any rights in Confidential Information; (b) 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; and (c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing of;
ITIL	means the guidelines contained in the ERG's IT Infrastructure Library;
Invitation to Tender or ITT	means the invitation to tender for this Framework Agreement issued by the Authority on 16/07/2013;
Key Performance Indicators or KPIs	means the performance measurements and targets set out in Framework Schedule 2 (Key Performance Indicators);
KPI Target	means the acceptable performance level for a KPI as set out in each KPI;
Law	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body;
Lot	defined in paragraph 2 Part A of Framework Schedule 1 (Service Requirements and Supplier Service Descriptions);
Loss	means 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 shall be interpreted accordingly;
Management Charge	means the sum paid by the Supplier to the Authority being an amount of 0.5% of all Charges for the Services invoiced by the Supplier to Contracting Bodies (net of VAT) in each Month throughout the Term and thereafter until the expiry or earlier termination of the last Call Off Agreement;
Management Information	means the management information specified in Framework Schedule 6 (Management Information Requirements);
Maxima Pricing Table	means the table attached as an annex to Framework Schedule 8 (Charges);
MI Default	Shall have the meaning give to it in paragraph 6.1 of Schedule 6 (Management Information Requirements);
MI Failure	has the meaning in paragraph 5.2 of Framework Schedule 6 (Management Information Requirements);
MI Reports	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 6 (Management Information);
MI Reporting Template	means the form of report set out in the Annex to Framework Schedule 6 (Management Information) setting out the Management Information the Supplier is required to supply to the Authority;

MISO	means 'Management Information System Online' which is an online portal located at https://miso.buyingsolutions.gov.uk/ provided by the Authority for collection and receipt of Management Information;
Material Breach	Means a breach by the Supplier of the following Clauses in this Framework Agreement : Clause FW-8 (Subcontracting), FW-9 (Non-Discrimination), Clause FW-10 (Conflicts of Interest), Clause FW-16 (Warranties and Representations), Clause FW-17 (Provision of Management information), Clause FW-18 (Management Charge), Clause FW-36 (Prevention of Bribery and Corruption); FW-37 (Safeguarding against Fraud), FW-38 (Data Protection and Disclosure), FW-39 (Intellectual Property Rights and Indemnity), FW-41 (Confidentiality) FW-42 (Official Secrets Act) and Framework Schedule 7 (Records and Audits Access);
Maxima Pricing Table	means the forms of tables to be appended to the Supplier's Tender that identify the Supplier's maximum pricing for the Services;
Month	means a calendar month and Monthly shall be interpreted accordingly;
Nil Return	where there are no transactions to report in the relevant Month, the Supplier must continue to return the MI Report showing zero;
OJEU Notice	means a contract notice in the Official Journal of the European Union, seeking expressions of interest from potential providers of Services;
Opex	means operational expenditure, i.e. expenditure allocated from an operational budget, generally ongoing;
Order	means an order set out on an Order Form for Services placed by a Contracting Body with the Supplier in accordance with the Ordering Procedures;
Order Form	means the forms set out in part 1a,b and c of Schedule 4 (Order Form and Call Off Terms);
Ordering Procedures	means the ordering and award procedures specified in Schedule 5 (Ordering Procedures);
Other Contracting Bodies	means all Contracting Bodies except the Authority;
Other Contracting Bodies' Personal Data	means the personal data supplied by any Other Contracting Body to the Supplier and for the purposes of or in connection with this Framework Agreement or any Call Off Agreement. Personal Data shall have the same meaning as set out in the Data Protection Act 1998;
Parent Company	means any company which is the ultimate Holding Company of the Supplier;
Party	means the Authority or the Supplier and Parties shall be interpreted accordingly;
Personal Data	shall have the same meaning as set out in the Data Protection Act 1998;
Performance Management Report	means the report provided to the Authority by the Supplier on request, detailing performance information in respect of the Services;
Premises	means the location where the Services are to be principally performed as set out in the Order Form executed by the Supplier and the Contracting Body in relation to the Call Off Agreement;
Processing	has the meaning given to it under the Data Protection Legislation but, for the purposes of this Framework Agreement and Call Off Agreement, it shall include both manual and automatic processing. Process and Processed shall be interpreted accordingly;
Prohibited Act	means: <ul style="list-style-type: none"> a. to directly or indirectly offer, promise or give any person working for or engaged by a Contracting Body and/or the Authority a financial or other advantage to: b. induce that person to perform improperly a relevant function

	<p>or activity; or</p> <p>c. reward that person for improper performance of a relevant function or activity; or</p> <p>d. committing any offence:</p> <p>a. under the Bribery Act 2010; or</p> <p>b. under legislation creating offences concerning Fraud; or</p> <p>c. at common law concerning Fraud; or</p> <p>d. committing or attempting or conspiring to commit Fraud;</p>
PSN	Public Services Network: https://www.gov.uk/public-services-network
Regulated Service	means a service or part of a service provided by the Supplier for which the price is regulated by Ofcom;
Regulations	means the Public Contracts Regulations 2006, as amended from time to time;
Regulatory Bodies	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Authority or Other Contracting Body or the Supplier or its Parent Company;
Relevant Person	means 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	means the 7 th day of each Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties;
Requests for Information	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
Required Services	means the services that will be required of a Supplier appointed to the Framework Agreement as set out in Framework Schedule 1 (Service Requirements and Supplier Service Descriptions);
Schedule	means the schedules of this Framework Agreement;
Security	means those security requirements which the Supplier must comply with in relation to its obligations under the Framework Agreement and under any Call Off Agreement;
Self Audit Certificate	means the certificate in the form as set out in Annex to Framework Schedule 7 (Records and Audit Access) to be provided to the Authority in accordance with Clause 1.2;
Services	means the services described in Framework Schedule 1 (Service Requirements and Supplier Service Descriptions) which the Supplier shall make available to Contracting Bodies;
Service Catalogue	means the Service Packages offered to the Contracting Bodies by the Framework Suppliers;
Service Catalogue Variation Form	means the form set out in Framework Schedule 10 (Service Catalogue Variation Form);
Service Catalogue Variation Procedure	Defined in Clause FW-26 (Variations to this Framework Agreement);
Service Definition	means the definition of the Supplier's Services provided as part of their Tender that includes, but is not limited to, those items listed at Framework Schedule 1 (Service Requirements and Supplier Service Descriptions) of

	this Framework Agreement;
Service Descriptions	means the description of the Supplier Service offering as detailed in Part B of Framework Schedule 1 (Service Requirements and Supplier Service Descriptions) and published on Electronic Marketplaces (where appropriate);
Service Level	means the Service Levels detailed in Schedule 3 (Service Levels and Service Credits) of the Call Off Agreement;
Service Packages	an offer to provide a package of some or all of the Services made by the Supplier in the form of the Service Package Template ;
Service Package Template	means the template attached as Annex 1 of Framework Schedule 1 (Service Requirements and Supplier Service Descriptions);
Service Personal Data	means the personal data supplied by the Contracting Body to the Supplier in the course of the use of the Services for purposes of or in connection with this Call Off Agreement Personal Data shall have the same meaning as set out in the Data Protection Act 1998;
Service Requests	means Service Requests provided for in the relevant Call Off Agreement shall include activities such as moves, adds and changes to Service features and assets;
Short Form Further Competition Procedure	means the call off procedure set out in paragraph 3 of Schedule 5 (Ordering Procedures);
Short Form Further Competition Order Form	means the template order form contained in Part 1b of Schedule 4 (Order form and Call Off Terms);
Short Form Further Competition Requirement Template	means the requirement template annexed to the Short Form Further Competition Order Form;
SIP Trunk Card	is a processing unit capable of fitting into telephony server equipment for handling SIP (Session Initiation Protocol) channels (trunks) and interfaces;
Standards	means those standards required of the supplier under Good Industry Practice and any other standards specifically required by a Contracting Body under a Call Off Agreement;
Statement of Requirements	means a statement issued by the Authority or any Other Contracting Body detailing its Services requirements issued in accordance with a Call Off Procedure;
Sub-Contract	means any contract or agreement or proposed agreement between the Supplier and the Sub-Contractor in which the Sub-Contractor agrees to provide to the Supplier the Services or any part thereof or facilities or goods and services necessary for the provision of the Services or any part thereof;
Sub-Contractor	means each of the Supplier's sub-contractors or any person engaged by the Supplier in connection with the provision of the Services from time to time as may be permitted by this Framework Agreement;
Supplier	means the person, firm or company with whom the Contracting Body enters into the Contract;
Supplier Action Plan	the plan in which the Supplier Framework Manager sets out how it will take overall responsibility for delivering the Services required within this Framework Agreement;
Supplier Admin Fees	detailed in paragraph 5 of Framework Schedule 6 (Management Information Requirements);
Supplier Framework Manager	nominated representative who will take overall responsibility for delivering the Services required within this Framework Agreement;
Supplier Representative	means the representative appointed by the Supplier from time to time in relation to this Framework Agreement;

Supplier Staff	means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under this Framework Agreement or any Call Off Agreements;
Suppliers Confidential Information	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, personnel and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential or which ought reasonably to be considered to be confidential (whether or not it is marked as confidential);
Suppliers Maxima Pricing Table	suppliers maxima pricing for Services, contained in Schedule 11 (Supplier's Tender Response) and finalised at eAuction;
Suppliers Service Desk	means the service desk that the Supplier makes available to interact with Customers to accept and process Service Requests;
Synchronous Digital Hierarchy or SDH	is an international standard for synchronous digital data transmission over fibre optic cables, widely used in communications networks and for leased lines;
Telephony Services	means the services described in Framework Schedule 1 (Service Requirements and Supplier Service Descriptions), which the Supplier shall make available to the Authority and Other Contracting Bodies;
Traditional Telephony Services	The scope of Services listed in Schedule 1 (Service Requirements and Supplier Service Descriptions) Part A paragraph 2;
Tender	means the response submitted by the Supplier to the Invitation to Tender dated 12/08/2013;
Term	means the period from the Commencement Date until the expiry or earlier termination of this Framework Agreement;
Voice Calls Service	As described in paragraph 7.2 of Schedule 1 (Service Requirements and Supplier Service Descriptions);
Voice Connectivity Service	As described in paragraph 7.1 of Schedule 1 (Service Requirements and Supplier Service Descriptions);
Working Days	means any day other than a Saturday, Sunday or public holiday in England and Wales; and
Year	means a contract year.

Framework Schedule 13 – Guarantee [not used]

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