**DATED                                                         20[ ]**

**LEONARD CHESHIRE DISABILITY (1)**

**and**

**[FRAMEWORK SUPPLIER] (2)**

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FRAMEWORK AGREEMENT FOR THE

PROVISION OF SERVICES

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**THIS AGREEMENT** is dated 20[ ]

**PARTIES**

1. LEONARD CHESHIRE DISABILITY incorporated and registered in England and Wales with company number 00552847, whose registered office is at 66 South Lambeth Road, London, SW8 1RL ("**LCD**").
2. [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the “**Supplier**”).

**BACKGROUND**

1. The Supplier is in the business of providing the Goods and/or Services.
2. LCD wishes to appoint the Supplier to provide some or all of the Goods and/or Services to it under this framework agreement (“**Framework Agreement**”).
3. This Framework Agreement sets out the procedure for ordering the Goods and/or Services, the main terms and conditions for the provision of the Goods and/or Services and the obligations of the Supplier under this Framework Agreement.

**AGREED TERMS**

1. INTERPRETATION
	1. The terms and expressions as set out in Schedule 1 *(Definitions)* shall have the meanings ascribed therein.
	2. Clause and paragraph headings shall not affect the interpretation of this Framework Agreement.
	3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
	4. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
	5. Words in the singular shall include the plural and vice versa.
	6. A reference to one gender shall include a reference to the other genders.
	7. A reference to any Party shall include that party's personal representatives, successors or permitted assigns.
	8. A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
	9. A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
	10. A reference to **writing** or **written** includes e-mail.
	11. References to clauses are to the clauses of this Framework Agreement.
	12. Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
2. PRECEDENCE
	1. In the event of any conflict between the Call-Off Order Form, these Framework Agreement terms and conditions or the Special Terms, the conflict shall be resolved in accordance with the following order of precedence:
		1. the Special Terms;
		2. the terms of this Framework Agreement and the Schedules thereto, with the exception of Schedule 2;
		3. the Call-Off Order Form (excluding any Special Terms)
		4. Schedule 2 of this Framework Agreement; and
		5. any other document referred to in the Framework Agreement.
	2. Unless expressly agreed, a document varied pursuant to clause 11 shall not take higher precedence than specified here.
3. DURATION
	1. This Framework Agreement shall commence on the Commencement Date and, subject to clause 3.2 below or earlier termination in accordance with the terms of this Framework Agreement, expire at the end of the Contract Period.
	2. LCD may elect to extend the Contract Period by giving the Supplier at least five (5) Working Days’ notice before the end of the Contract Period, and in which case this Framework Agreement shall expire at the end of the Extension Period. These terms shall apply throughout any such extended period, unless varied by the Parties in accordance with clause 11.
	3. Notwithstanding clause 3.1, the expiry or termination of this Framework Agreement shall not cause any Call-Off Contracts to expire or terminate.
4. Purpose and scope of framework agreement
	1. This Framework Agreement governs the overall relationship between LCD and the Supplier with respect to the supply of goods and/or services from an agreed range or goods and/or services at agreed prices (the “Services”).
	2. In consideration of the Supplier agreeing to enter into this Framework Agreement and to perform its obligations under it, LCD agrees to pay and the Supplier agrees to accept on the signing of this Framework Agreement the sum of one pound (£1.00) sterling, receipt of which is hereby acknowledged by the Supplier.
	3. LCD is entitled at any time during the duration of this Framework Agreement to order Services from the Supplier in accordance with the Call-Off Procedure in accordance with clause 5 below, and the Supplier shall supply such Services in accordance with all applicable provisions of this Framework Agreement.
	4. No Call-Off Order Form will be legally binding on LCD until the Call-Off Order Form has been signed by both Parties’ authorised signatory.
	5. The Services that may be ordered by LCD under this Framework Agreement are listed in Schedule 2 *(Services)*.
	6. For the avoidance of doubt, the Parties agree that LCD shall have no obligation to place any orders with the Supplier under this Framework Agreement or at all. There shall be no requirement for LCD to purchase any of its requirements or any given value or volume of Services from the Supplier.
5. AWARDS UNDER THE FRAMEWORK AGREEMENT
	1. If LCD decides to order Services through the Framework Agreement then it may:
		1. award a Call-Off Contract for Services without reopening competition; or
		2. award a Call-Off Contract for Services following a mini-competition,

each in accordance with the terms of Schedule 4 *(Call-Off Procedure).*

1. SUPPLIER'S OBLIGATIONS
	1. The Supplier shall perform its obligations under the Framework Agreement and any Call-Off Contract in accordance with the terms and conditions set out therein (including, where applicable, compliance with the Key Performance Indicators and/or Service Level Requirements set out in Appendix B to such Call-Off Contract) and shall comply and co-operate with any reasonable instructions given by LCD or the Project Officer.
	2. Where engaged to provide Services by LCD under this Framework Agreement, the Supplier shall assist other suppliers providing services to LCD at no additional cost to LCD to the extent that such assistance or management of other suppliers is as described in, contemplated by or reasonably to be inferred from the Services or the nature or manner of the supply thereof.
	3. The Supplier shall be responsible for compliance with and ensure that all obligations are performed in accordance with the Health and Safety Requirements.
	4. The Supplier is deemed to have satisfied himself as to the scope, extent and location of work to be carried out under the Agreement.
	5. The Supplier will, unless the Call-Off Order Form specifically states otherwise, be responsible at its own cost and expense for the provision of all necessary Staff, materials and equipment for the management and execution of any obligation under the Framework Agreement or any Call-Off Contract.
	6. The Supplier shall comply with LCD's employment check policy in respect of all Staff employed or engaged in the provision of Services whose role involves the handling of information of a sensitive or confidential nature or information that is subject to any relevant security measures.
	7. Notwithstanding clause 6.6, the Supplier shall ensure that all Staff employed on LCD sites or Premises hold an enhanced Disclosure and Barring Service certificate. This includes any management staff that will be visiting the LCD site or Premises periodically. Unless expressly stated in the Call-Off Order Form, the Supplier’s Staff must always be accompanied by LCD personnel.
	8. The Supplier shall provide training on a continuing basis for all Staff employed or engaged in the provision of the Services in compliance with any security policy or plan in place.
2. Prices for services
	1. The maximum prices to be paid to the Supplier for the supply of Services under any Call-Off Order Form are set out in Schedule 3 *(Rates and Charges).*
3. INVOICES, PAYMENT, COSTS AND TAX
	1. LCD shall endeavour to pay undisputed sums due to the Supplier in accordance with the Contract Price and the Payment Profile under any Call-Off Contract within thirty (30) days from the date it receives an invoice which is agreed as valid by the Parties.
	2. Any invoices submitted by the Supplier under any Call-Off Contract shall contain the purchase order number (provided by LCD from time to time), all appropriate references, the date the invoice is sent to LCD and a detailed breakdown of Services and will be supported by any other documents required by LCD to substantiate the invoice.
	3. Invoices shall be submitted electronically to ocrinvoices@leonardcheshire.org or such other address (including in hard copy format where agreed with the Supplier) as LCD may notify the Supplier from time to time.
	4. Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.
	5. LCD may reduce payment in respect of any Services which the Supplier has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of LCD.
	6. Subject to clause 8.7, the Contract Price under any Call-Off Contract shall not be subject to any increase whatsoever by the Supplier during the term of any Call-Off Contract unless expressly provided for in the Call-Off Order Form.
	7. In the event that a Call-Off Contract is varied in such a way so as to affect the Contract Price and if agreement between the Parties cannot be reached on the adjustment to the Contract Price within three (3) months, both Parties shall jointly act to resolve the dispute in accordance with clause 38.
	8. LCD reserves the right to give the Supplier one (1) month’s notice and terminate a Call-Off Contract should an agreement not be reached under clause 8.7. The relevant Contract Price shall continue until the termination date set out in LCD’s notice.
4. WARRANTIES AND REPRESENTATIONS
	1. The Supplier warrants and represents that:
		1. it has the full capacity and authority and all necessary consents to enter into and perform its obligations under this Framework Agreement and any Call-Off Contract and that this Framework Agreement and any Call-Off Contract is or will be executed by a duly authorised representative of the Supplier;
		2. all obligations of the Supplier hereunder shall be performed and rendered by appropriately experienced, qualified and trained Staff with all due skill, care, ability and diligence including but not limited to Good Industry Practice and in accordance with its own established internal procedures;
		3. all Staff used to provide the Services will be vetted in accordance with Good Industry Practice and, where applicable, will be subject to LCD's employment check policy or equivalent and any security policy notified to the Supplier from time to time;
		4. the Services shall be to the reasonable satisfaction of LCD and meet any requirements made known to the Supplier by LCD;
		5. the Services shall correspond with the requirements of the relevant Call-Off Order Form and any other specification within the Call-Off Contract;
		6. the Services shall conform in all respects with the requirements of any applicable Law from time to time in force and that it has and will continue to hold all necessary (if any) regulatory approvals from any Regulatory Body necessary to perform the Supplier's obligations under this Framework Agreement and any Call-Off Contract;
		7. it has and will continue to have all necessary rights in and to any software or Intellectual Property Rights or any other materials made available by the Supplier to LCD necessary to perform the obligations under this Framework Agreement and any Call-Off Contract;
		8. it is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Framework Agreement or any Call-Off Contract;
		9. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework Agreement and any Call-Off Contract which may be entered into with LCD; and
		10. it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Call-Off Contract.
5. INTELLECTUAL PROPERTY RIGHTS
	1. Other than as set out in any Call-Off Order Form, all Existing Intellectual Property Rights in any information or material introduced by one Party to the other Party pursuant to this Framework Agreement shall remain the property of the Party that owned such Existing Intellectual Property Rights prior to the date of this Framework Agreement or the relevant Call Off Contract in which the Existing Intellectual Property Rights are introduced.
	2. The Supplier grants LCD a non-exclusive, perpetual, royalty free, worldwide, transferable licence to use its Existing Intellectual Property Rights in order for LCD and others to make use of the Services and the Resulting Intellectual Property Rights.
	3. The Supplier hereby assigns (by way of future assignment) to LCD all Resulting Intellectual Property Rights and all materials embodying such rights to the fullest extent permitted by Law and shall complete any such documentation and do all such things as LCD may require to evidence such assignment.
	4. LCD hereby grants to the Supplier a non-exclusive right to use LCD’s Existing Intellectual Property Rights and the Resulting Intellectual Property Rights (following assignment) solely for the purpose of delivering the Services under the relevant Call Off Contract.
	5. The Contractor undertakes:
		1. to notify to LCD in writing full details of any Resulting Intellectual Property Rights promptly on their creation, together with full details of the following;
			1. any data, methods or information created by the Contractor (that will not be described, or otherwise included, in the Services);
			2. improved ways of processing or analysing data or information (that will not be described, or otherwise included, in the Services);
			3. any errors or mistakes identified in any information or data supplied by LCD.

In the event that the Contractor believes there is nothing to notify this should be confirmed in writing before submission of the final invoice.

* + 1. whenever requested to do so by LCD and in any event on the termination of this Framework Agreement or the relevant Call Off Contract, promptly to deliver to LCD all Confidential Information received from LCD under the terms of this Agreement which are in its possession, custody or power.
		2. that it has identified and declared to LCD any Existing Intellectual Property Rights that the Contractor or its sub-contractors owns, or has rights to, that could be used in, enhanced by or onward developed under this Framework Agreement or the relevant Call Off Contract, in sufficient detail to ensure that they can be differentiated from those created during the performance of this Framework Agreement or the relevant Call Off Contract.
	1. The Contractor shall not, and shall procure that the Contractor's Staff and suppliers shall not (except when necessary for the delivery of the Framework Agreement or the relevant Call Off Contract) without prior consent from LCD, use or disclose Intellectual Property Rights, or any other information (whether or not relevant to the Agreement) which the Contractor may obtain in performing the Framework Agreement or the relevant Call Off Contract except information which is in the public domain.
	2. The Contractor waives, and shall procure the waiver, of any moral rights in the Resulting Intellectual Property Rights, to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of Law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support or maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Intellectual Property Rights or other materials, infringes the Contractor’s moral rights.
	3. The Contractor warrants and represents that any materials, products, information or service supplied or licensed by the Contractor under this Framework Agreement or the relevant Call Off Contract will not infringe any Intellectual Property Rights of any third party and the Contractor shall during and after the Contract Period on written demand indemnify and shall keep indemnified LCD against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which LCD may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim refers to designs furnished by LCD or the use of data supplied by LCD which is not required to be verified by the Contractor under any provision of the Framework Agreement or the relevant Call Off Contract.
	4. The cover of all reports or drawings forming part of the Service will include a statement © Leonard Cheshire Disability and the date of creation.
1. VariationS AND EXTENSIONS

Framework Agreement

* 1. LCD may propose a variation or extension to this Framework Agreement by serving each supplier on the Framework with written notice of the proposal to vary or extend the Framework Agreement (“Notice of Variation”).
	2. The Notice of Variation shall contain:
		1. Sufficient details of the proposed variation or extension to allow each supplier to assess the variation or extension and consider whether any changes to its prices are necessary; and
		2. A requirement that each supplier notify LCD within ten (10) Working Days of any proposed changes to the prices.
	3. On receipt of the Notice of Variation, the Supplier will have ten (10) Working Days to respond in writing with any objections to the proposal. Where no objection is received within this timeframe, LCD may serve each supplier with a variation or extension to be signed and returned within ten (10) Working Days. Upon receipt of all signed variations or extensions, LCD shall notify all suppliers in writing of the commencement date of the variation or extension.
	4. Where any variation or extension is agreed and signed by all Parties, LCD shall provide each supplier with a copy of the agreed amended or extended Framework Agreement.
	5. If an objection is received within the timeframe set out in clause 11.3, LCD may withdraw or propose an amendment to the variation or extension.
	6. Where the Supplier believes that the proposed variation or extension would result in a change to the prices set out in Schedule 3 *(Rates and Charges)*, LCD may request such further evidence and/or discussion as required to demonstrate and assess such price increase(s).
	7. Where LCD agrees to a price increase under this clause 11, it shall confirm its agreement in writing. Where agreement cannot be reached, LCD may either withdraw the proposal or alternatively propose an amendment to the proposal.

**Call-Off Contracts**

* 1. No variation of any Call-Off Contract or of any document referred to in it shall be effective unless the details of the variation, including the costs of the variation are agreed in writing and signed by the Parties.
	2. LCD may elect to extend any Call-Off Contract at its discretion. Subject to clause 11.8, where a Call-Off Contract is extended, the extended Call-Off Contract shall be signed by each party thereto and LCD shall provide the relevant supplier with a copy thereof.
1. CONFLICT OF INTEREST
	1. The Supplier confirms that at the date of this Framework Agreement and at the date of each Call-Off Contract entered into pursuant to this Framework Agreement, neither the Supplier nor any of its Staff or suppliers are placed in a position where there is or may be any actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or such persons and the duties owed to LCD under the provisions of the Framework Agreement and that it shall take appropriate steps to ensure that there is no such conflict. The Supplier will disclose to LCD full particulars of any such conflict of interest which may arise.
	2. The provisions of this clause 12 shall apply during the continuance of this Framework Agreement and indefinitely after its expiry or termination.
2. CORRUPT GIFTS AND PAYMENTS
	1. The Supplier shall not offer or give, or agree to give, to any employee, agent, servant or representative of LCD any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, any act in relation to the obtaining or execution of this Framework Agreement, any Call-Off Contract or any other contract with LCD, or for showing or refraining from showing favour or disfavour to any person in relation to this Framework Agreement, any Call-Off Contract or any other contract. The attention of the Supplier is drawn to the criminal offences under the Bribery Act 2010.
	2. The Supplier shall not enter into this Framework Agreement or any Call-Off Contract if in connection with it commission has been paid or is agreed to be paid to any employee or representative of LCD by the Supplier or on the Supplier's behalf, unless, before the Framework Agreement or Call-Off Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to LCD.
3. EQUALITY AND EQUAL OPPORTUNITIES
	1. The Supplier shall not, and shall ensure that its Staff shall not, unlawfully discriminate (whether directly or indirectly) against any person.
	2. The Supplier shall, and shall ensure that its Staff involved in the provision of the Services shall, comply with the Equalities Act 2010 and, where engaged to provide Services under a Call-Off Contract, adhere to LCD's policy on equal opportunities (as amended from time to time).
	3. In the event of any finding of unlawful discrimination being made against the Supplier or any of its Staff engaged by the Supplier during the term of this Framework Agreement by any Court or tribunal, or of any adverse finding in any formal investigation by an official body over the same period, the Supplier must immediately inform LCD of this in writing and must immediately take all necessary steps to prevent repetition of the unlawful discrimination. The Supplier must on request, provide LCD with written details of all steps taken under this clause.
4. LCD DATA
	1. The Supplier shall not delete or remove any proprietary notices contained within or relating to any LCD Data.
	2. The Supplier shall not store, copy or disclose or use the LCD Data except as necessary for the performance by the Supplier of its obligations under this Framework Agreement or any Call-Off Contract or as otherwise expressly authorised in writing by LCD.
	3. To the extent that the LCD Data is held and/or processed by the Supplier, the Supplier shall supply that LCD Data to LCD as requested by LCD in the format specified in the request.
	4. The Supplier shall take responsibility for preserving the integrity of LCD Data and preventing the corruption or loss of LCD Data.
	5. The Supplier shall perform secure back-ups of all LCD Data in its possession and shall ensure that up to date back-ups are stored off-site and in accordance with any business continuity and disaster recovery plan LCD has in place or requires the Supplier to have in place. The Supplier shall ensure that such back-ups are available to LCD at all times upon request and are delivered to LCD at no less than three (3) monthly intervals or as requested by LCD.
	6. The Supplier shall as an enduring obligation throughout the Contract Period use the latest versions of anti-virus definitions available to check for and delete any malicious software from its systems or the operating environment.
	7. Subject to its obligations in clause 16.5.2, the Supplier shall ensure that any system on which the Supplier holds any LCD Data, including back-up data, is a secure system that complies with any security policy of LCD and that it has in place appropriate technical and organisational measures to ensure the security of the same.
	8. If the LCD Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, LCD may:
		1. require the Supplier (at the Supplier's expense) to restore or procure the restoration of LCD Data to the extent and in accordance with the requirements specified by LCD; and/or
		2. itself restore or procure the restoration of LCD Data and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified by LCD.
	9. If at any time the Supplier suspects or has reason to believe that LCD Data has or may become corrupted, lost or sufficiently degraded in any way for any reason then the Supplier shall notify LCD immediately and inform LCD of the remedial action the Supplier proposes to take.
5. DATA PROTECTION
	1. Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
	2. The Parties acknowledge that for the purposes of the Data Protection Legislation, LCD is the Controller and the Supplier is the Processor. Schedule 7 *(Data Processing)* sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject under the Framework Agreement.
	3. Where the Supplier is engaged under a Call-Off Contract pursuant to this Framework Agreement, an Appendix to the Call-Off Order Form in each case shall identify the scope, nature, purpose and duration of processing, types of Personal Data and categories of Data Subject thereunder.
	4. Without prejudice to the generality of clause 16.1, LCD will ensure that it has all necessary appropriate consents, lawful basis for processing, and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Framework Agreement and any Call-Off Contract.
	5. Without prejudice to the generality of clause 16.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Framework Agreement and any Call-Off Contract:
		1. process that Personal Data only on the written instructions of LCD, the details of which are set out in Schedule 7 *(Data Processing)* (in respect of the Framework Agreement) and appended to the Call-Off Order Form (in respect of any Call-Off Contract) unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify LCD of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying LCD;
		2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by LCD, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
		3. ensure that any Staff who have access to and/or process Personal Data are obliged to keep the Personal Data confidential and comply with the obligations set out in this clause 16 and take reasonable steps to ensure the reliability of any Staff who have access to Personal Data;
		4. ensure that none of the Supplier’s Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by LCD; and
		5. not transfer any Personal Data outside of the UK unless the prior written consent of LCD has been obtained and the following conditions are fulfilled:
			1. LCD or the Supplier has provided appropriate safeguards in relation to the transfer;
			2. the Data Subject has enforceable rights and effective legal remedies;
			3. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
			4. the Supplier complies with reasonable instructions notified to it in advance by LCD with respect to the processing of the Personal Data;
		6. notify LCD immediately if it receives:
			1. a request from a Data Subject to have access to that person’s Personal Data; or
			2. a complaint or request relating to LCD’s obligations under the Data Protection Legislation;

and provide LCD with full cooperation and assistance in relation to any complaint or request made, including by:

* + - 1. providing LCD with full details of the complaint or request;
			2. complying with any data access request within the relevant time scales in the Data Protection Legislation and in accordance with LCD's instructions;
			3. providing LCD with any Personal Data it holds in relation to a Data Subject (within the timescales required by LCD); and
			4. provide LCD with any information requested by LCD;
		1. notify LCD without undue delay on becoming aware of a Personal Data Breach;
		2. at the written direction of LCD, delete or return Personal Data and copies thereof to LCD on termination of the Framework Agreement and any Call-Off Contract unless required by Domestic Law to store the Personal Data;
		3. ensure that it does nothing knowingly or negligently which places LCD in breach of LCD’s obligations under the Data Protection Legislation; and
		4. maintain complete and accurate records and information to demonstrate its compliance with this clause 16, providing such information as LCD may reasonably require to satisfy itself that the Supplier is complying with its obligations under the Data Protection Legislation and allow for audits by LCD or LCD’s designated auditor and immediately inform LCD if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
	1. The Supplier shall not appoint any third party to process Personal Data under this Framework Agreement or any Call-Off Contract without the express prior written consent of LCD. The Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 16.
	2. The Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under the Framework Agreement or any Call-Off Contract in such a way as to cause LCD to breach any of its applicable obligations under it.
	3. In the event of any request or requirement from the UK Information Commissioners Office (ICO) the Supplier will provide full access to processed data, assistance, and support to LCD.
	4. The provisions of this clause shall apply during the Contract Period and indefinitely after its expiry or termination.
1. CONFIDENTIALITY
	1. Each Party:
		1. shall treat all Confidential Information belonging to the other as confidential and safeguard it accordingly; and
		2. shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Framework Agreement or any Call-Off Contract or except where disclosure is otherwise expressly permitted by the provisions of the Framework Agreement or the relevant Call-Off Contract.
	2. The Supplier shall take all necessary precautions to ensure that all Confidential Information obtained from LCD under or in connection with the Framework Agreement or any Call-Off Contract:
		1. is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Framework Agreement or such Call-Off Contract as is strictly necessary for the performance of the Framework Agreement or Call-Off Contract and only to the extent necessary for the performance of the Framework Agreement or Call-Off Contract;
		2. is treated as confidential and not disclosed (without the prior written consent of LCD) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Framework Agreement or Call-Off Contract; and
		3. that its Staff or professional advisors or consultants are aware of the Supplier's confidentiality obligations under the Framework Agreement or Call-Off Contract and shall sign a confidentiality undertaking on the same terms before commencing work in connection with the Framework Agreement or Call-Off Contract.
	3. This clause 17 shall not apply to Confidential Information which:
		1. is or becomes publicly available (otherwise than by a breach of any obligation of confidentiality); or
		2. was known to a Party, without restriction as to its disclosure, before the information was disclosed to it by the other Party; or
		3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
		4. is required to be disclosed by Law including any requirement for disclosure under the Data Protection Legislation; or
		5. is independently developed by a Party without direct or indirect access to, or use or knowledge of, the information disclosed to it by the other Party.
	4. Nothing in this Framework Agreement or any Call-Off Contract shall prevent LCD from disclosing the Supplier’s Confidential Information for the purpose of examination and certification of LCD's accounts or other regulatory audits LCD is required to comply with, and LCD shall use all reasonable endeavours to ensure that if it discloses any Confidential Information under this clause that party is made aware of LCD's obligations of confidentiality.
	5. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Framework Agreement or any Call-Off Contract are granted to the other Party, or to be implied from this Framework Agreement or any Call-Off Contract.
	6. Nothing in this clause 17 shall prevent either Party from using techniques, ideas or know how gained during the performance of the Framework Agreement or any Call-Off Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.
	7. On termination of this Framework Agreement, unless otherwise required by law or otherwise required under a continuing Call-Off Contract, in which case on termination of such Call-Off Contract, each Party shall:
		1. return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
		2. erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
		3. certify in writing to the other Party that it has complied with the requirements of this clause, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by Law. The provisions of this clause 17 shall continue to apply to any such documents and materials retained by a recipient Party,

provided that this clause 17.7 shall not apply to any Confidential Information provided by the Supplier to LCD in performing its obligations under this Framework Agreement or any Call-Off Contract and which is necessary for LCD to benefit from the Services following termination.

* 1. Except as expressly stated in this Framework Agreement or any Call-Off Contract, no Party makes any express or implied warranty or representation concerning its Confidential Information.
	2. The provisions of this clause shall continue to apply after termination of this Framework Agreement.
1. TERMINATION
	1. Without prejudice to any other rights or remedies which LCD may have, LCD may terminate this Framework Agreement for convenience by giving one (1) month’s written notice to the Supplier.
	2. LCD may terminate any or all Call-Off Contracts, by notice in writing with immediate effect if the Framework Agreement is terminated for any reason whatsoever.
	3. LCD may terminate the Framework Agreement or any Call-Off Contract by notice in writing with immediate effect with no liability to make any further payment to the Supplier where the Supplier:
		1. undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Framework Agreement or Call-Off Contract; or
		2. becomes insolvent, bankrupt, enters into liquidation, enters into a voluntary arrangement, appoints a receiver or such similar event in any jurisdiction save for the purposes of a solvent reconstruction or amalgamation; or
		3. or any of its directors, partners or senior Staff commit an offence or is guilty of any fraud or dishonesty or acts in any manner which in the opinion of LCD brings or is likely to bring the Supplier or LCD into disrepute or is materially adverse to the interests of LCD; or
		4. suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Supplier ceases to trade;
		5. where applicable, the Supplier fails to meet on three (3) or more occasions the Key Performance Indicators/Service Level Requirements in one quarter, or one of any of the Key Performance Indicators/Service Level Requirements in two or more consecutive quarters; or
		6. fails to comply with the requirements of clause 28, in accordance with clause 28.6.
	4. LCD may only exercise its right under clause 18.3.1 within six (6) months of the date the Supplier notifies LCD that a change of control has or is going to occur and shall not be permitted to do so where it has agreed in writing in advance to the particular change of control that occurs. The Supplier shall notify the Project Officer immediately when any change of control occurs.
	5. LCD may terminate the Framework Agreement, or terminate the provision of any part of the Framework Agreement by written notice to the Supplier with immediate effect if the Supplier commits a Default and:
		1. the Default is not remedied within thirty (30) days, or such other period as may be agreed between the Parties, after issue of a written notice specifying the Default and requesting it to be remedied; or
		2. the Default is not capable of remedy; or
		3. the Default is a fundamental breach of the Framework Agreement or Call Off Contract.
	6. Either Party may terminate a Call-Off Contract, or terminate the provision of any part of the Call-Off Contract by written notice to the other Party with immediate effect if that other Party commits a Default and if:
		1. the Default is not remedied within thirty (30) days, or such other period as may be agreed between the Parties, after issue of a written notice specifying the Default and requesting it to be remedied; or
		2. the Default is not capable of remedy; or
		3. the Default is a fundamental breach of the Call-Off Contract.
2. Suspension of supplier’s appointment
	1. Without prejudice to LCD’s rights to terminate the Framework Agreement in clause 18 above, if such a right of termination arises in accordance with clause 18, LCD may suspend the Supplier’s right to receive Call-Off Order Forms under this Framework Agreement by giving notice in writing to the Supplier.
	2. If LCD provides notice to the Supplier in accordance with this clause 19, the Supplier’s appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by LCD in writing from time to time.
3. CONSEQUENCES OF TERMINATION
	1. Notwithstanding the service of a notice to terminate the Framework Agreement or any Call-Off Contract, the Supplier shall continue to fulfil its obligations thereunder until the date of expiry or termination of the Framework Agreement or Call-Off Contract or such other date as required under this clause 20.
	2. Unless expressly stated to the contrary, the service of a notice to terminate this Framework Agreement shall not operate as a notice to terminate any Call-Off Contract made under the Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Call-Off Contracts to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
	3. By no later than twelve (12) weeks following the date of termination or expiry of the Framework Agreement, the Supplier shall:
		1. return or destroy at LCD’s request any data, personal information relating to LCD or its personnel or Confidential Information belonging to LCD in the Supplier’s possession, power or control, either in its then current format or in a format nominated by LCD, together with all training manuals and other related documentation, and any other information and all copies thereof owned by LCD, save that it may keep one copy of any such data or information for a period of up to twelve (12) months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance;
		2. submit to LCD (in a format to be agreed) all relevant data held by the Supplier in respect of any Call-Off Contract which LCD may reasonably need for future reference or to maintain performance of the contract internally or through another supplier.
	4. On termination or expiry of a Call-Off Contract, the Supplier shall comply with its obligation in clause 30.
4. EMPLOYMENT REGULATIONS
	1. In the event that the termination of any Call-Off Contract constitutes a "relevant transfer" within the meaning of the Employment Regulations, the Supplier undertakes to LCD:
		1. to comply with any of its obligations under the Employment Regulations and to co-operate with LCD and or any Replacement Supplier in the event of a relevant transfer;
		2. that it has not made any amendment or change to the terms and conditions of its Staff in the six (6) months preceding termination of the Call-Off Contract;
		3. to indemnify and keep LCD indemnified against all liabilities, costs, losses, claims, charges, demands or expenses which are attributable to any act or omission by the Supplier prior to or arising from the termination of the Call-Off Contract in respect of any of the Supplier's obligations or duties (whether arising under common law, statute, custom or otherwise) to or in relation to any of its Staff or former staff (including but not limited to any liability arising out of the termination or dismissal of any employee or former employee or out of a failure by the Supplier to comply with its obligations under the Employment Regulations);
		4. that all amounts payable to or in relation to its Staff engaged in the performance of the Call-Off Contract (including wages and salaries, overtime, bonus or commission (earned but unpaid), accrued holiday pay, income tax, national insurance contributions, pension contributions and insurance premiums) in respect of the period prior to the termination of the Call-Off Contract shall be discharged by the Supplier and the Supplier undertakes to indemnify LCD against any and all costs, charges and expenses arising out of or in connection with such amounts; and
		5. to indemnify LCD and any Replacement Supplier in respect of any claims arising from any act or omission of the Supplier in relation to any other of the Supplier's Staff who are not employed, assigned or engaged in providing the Services under the Call-Off Contract.
	2. The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this clause 21 to the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Supplier by the Supplier in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
5. LIABILITY AND INSURANCE
	1. Neither Party excludes or limits liability to the other for death or personal injury caused by its negligence or for any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or any such liability which it is not permissible to exclude by Law.
	2. The Supplier shall indemnify and keep indemnified LCD fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of, or in connection with this Framework Agreement and any Call-Off Contract including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by an act or omission of the Supplier. This clause 22.2 shall not apply to the extent that the Supplier is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its Staff or by any circumstances within its or their control.
	3. The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover (which, for each Call-Off Contract, shall be deemed to be a minimum value of ten (10) times the value of the Call-Off Contract), and other terms of insurance in respect of all risks which may be incurred by the Supplier arising out of the Supplier's performance of the Framework Agreement. Such policies shall include cover in respect of risks including death or personal injury, loss of or damage to property, employers liability, breach of data protection obligations or any other loss, including any financial loss arising from any advice given or omitted to be given by the Supplier.
	4. The Supplier shall on request supply to LCD copies of such insurance certificates and evidence that the relevant premiums have been paid.
	5. The Supplier shall notify LCD as soon as possible and in any event within forty-eight (48) hours of any incident that may lead to any claim, demand or proceedings and shall supply such particulars or details thereof as LCD shall reasonably require.
	6. The Supplier shall fully and promptly indemnify LCD in respect of any damage whatsoever caused by any Staff of the Supplier, whether such damage be caused by negligence or in any other way whatsoever to any land, building, property or assets in the ownership, occupation or possession of LCD arising out of or in consequence of the performance of this Framework Agreement or the performance of the Services under a Call-Off Contract.
6. LIMITATION OF LIABILITY
	1. Subject to clause 22.1, LCD's total liability arising under, or in connection with this Framework Agreement and any Call-Off Contract, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited as follows:
		1. for non-payment of invoices for Services purchased, to the amount unpaid; or
		2. for any other type of liability, to the amount paid for the Services under the Call-Off Contract in the twelve (12) months immediately preceding the event which gives rise to such liability.
	2. Subject to clause 22.1, the Supplier's total liability arising under this Framework Agreement, or in connection with, any Call-Off Contract, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be:
		1. unlimited in respect of the indemnity for Intellectual Property infringement set out in clause 10.8;
		2. twenty (20) million pounds in respect of any breach of clause 16 (Data Protection); and
		3. ten (10) million pounds or one hundred and twenty five percent (125%) of the total Contract Price of the Call Off Contract under which the liability arises, whichever is the greater for all other liability.
	3. Subject to clause 22.1, neither Party will be liable to the other Party for:
		1. any indirect, special or consequential loss or damage; or
		2. any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).
	4. Nothing in this Framework Agreement shall limit or exclude the Supplier’s liability under clause 16 (Data Protection).
	5. Notwithstanding the provisions of clause 23.3 LCD may, amongst other things, recover as a direct loss:
		1. any additional operational and/or administrative costs and expenses arising from the Supplier's Default; and
		2. any fines or other penalties imposed by regulatory bodies.
7. ASSIGNMENT, SUB-CONTRACTORS AND SUPPLIERS
	1. The Supplier shall not assign, sub-contract or in any other way dispose of this Framework Agreement or Call-Off Contract or any part thereof without the prior written consent of LCD. Sub-contracting any part of the Framework Agreement or any Call-Off Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under the Framework Agreement or relevant Call-Off Contract.
	2. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
	3. Except where expressly agreed otherwise in writing by LCD, the Supplier shall ensure that any sub-contract shall include, in respect of all relevant provisions, obligations no less onerous on the sub-contractor than those imposed on the Supplier under this Agreement.
	4. LCD may at any time novate, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under this Framework Agreement or any Call-Off Contract and may sub-contract or delegate in any manner any or all of its obligations under the Framework Agreement or any Call-Off Contract to any third party or agent.
	5. The Supplier shall ensure that a term is included in any sub-contract permitted under this Framework Agreement or any Call-Off Contract which requires the Supplier to pay any undisputed sums due to the relevant sub-contractor within a specified period that does not exceed thirty (30) days from the date the Supplier receives the sub-contractor's invoice.
8. Performance measurement UNDER CALL-OFF CONTRACTS
	1. In respect of any Call-Off Contract, LCD shall ascertain whether the Supplier's provision of the Goods and/or Services in question meets any performance criteria as specified in the Key Performance Indicators and/or Service Level Requirements, or, if the criteria are not so specified, meets the accepted industry standards for a supplier of the Goods and/or Services. On a quarterly basis during the term of any Call-Off Contract and within fourteen (14) days after termination of the relevant Call-Off Contract, LCD may:
		1. in respect of the supply of the Goods and/or Services during the preceding quarter, provide to the Supplier a Performance Notice;
		2. if the Supplier disputes any matter referred to in any Performance Notice and/or the proposed rebate, the Contractor may raise this objection with LCD;
		3. if the Supplier has not raised any objection to the Performance Notice within seven (7) days of receipt (or such other period as agreed between the Parties) then that Performance Notice shall be deemed to have been accepted by the Supplier and the rebate referred to therein shall become immediately effective.
	2. LCD’s rights under clause 25.1 are without prejudice to any other rights or remedies LCD may be entitled to.
	3. If required by LCD, the Parties shall co-operate in sharing information and developing performance measurement criteria with the object of improving the Parties’ efficiency. Any such agreements shall be fully recorded in writing by LCD.
	4. If the Supplier fails to meet any one of the Key Performance Indicators or Service Level Requirements, the Supplier and LCD shall jointly review the issue and the Supplier shall propose in writing to LCD a corrective action plan which would remedy the Supplier’s failure to meet the relevant Key Performance Indicator or Service Level Requirement and subsequently ensure its adherence. LCD shall review and approve the suggested corrective action plan, such approval not to be unreasonably withheld or delayed.
	5. Where applicable, the Supplier shall provide a quarterly report on the Key Performance Indicators and/or Service Level Requirements and shall take ownership and responsibility to ensure all data and information relevant to the Key Performance Indicators and/or Service Level Requirements is recorded and provided to LCD upon request.
9. REPORTING UNDER the framework agreement
	1. Throughout the Contract Period the Supplier shall submit to LCD on the last day of each month (or such other date as agreed between the Parties) complete and accurate Management Information, in the form set out in and otherwise in accordance with Schedule 6 *(Reporting).*
	2. The Parties’ authorised representatives shall meet in accordance with Schedule 6 *(Reporting)* to review the Management Information.
	3. LCD may make changes to the nature of the Management Information required from the Supplier and shall give the Supplier at least one (1) month’s written notice of any such changes.
10. AUDIT
	1. The Supplier shall allow LCD, its agents, representatives and auditors, and/or a Regulatory Body access at all reasonable times to:
		1. records and other materials and assets used in the Supplier's provision of the Services under this Framework Agreement and any Call-Off Contract;
		2. the Supplier's Staff involved in the provision of the Services; and
		3. reasonable access to any sites or premises controlled by the Supplier and to any equipment or systems used (whether exclusively or non-exclusively) in the performance of the Services.
	2. The Supplier shall co-operate with any audit carried out pursuant to this clause and shall make available all such information and records as are reasonably required by the auditing party to conduct the audit free of charge and on a timely basis and shall allow the auditing party to take copies of all such information and records.
	3. Without prejudice to any other rights or remedies LCD may have, if an audit identifies that the Supplier has failed to perform its obligations under this Framework Agreement or any Call-Off Contract in any material manner, the Parties shall agree and implement a remedial plan.
11. TAX ASSURANCE
	1. Where the Supplier is liable to be taxed in the UK in respect of consideration received under this Framework Agreement and/or any Call-Off Contract entered into pursuant to the Framework Agreement, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.
	2. Where the Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this Framework Agreement and/or any Call-Off Contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
	3. LCD may, at any time during the Contract Period, request the Supplier to provide information which demonstrates how the Supplier complies with clauses 28.1 and 28.2 above or why those clauses do not apply to it.
	4. A request under clause 28.3 above may specify the information which the Supplier must provide and the period within which that information must be provided.
	5. The Supplier acknowledges that all information it provides pursuant to clauses 28.3 and 28.4 above will be provided to LCD.
	6. LCD may terminate this Framework Agreement and/or any Call-Off Contract if:
		1. in the case of a request mentioned in clause 28.3 above:
			1. the Supplier fails to provide information in response to the request within a reasonable time, or
			2. in the opinion of LCD, the Supplier provides information which is inadequate to demonstrate either how the Supplier complies with clauses 28.1 and 28.2 above or why those clauses do not apply to it;
		2. in the case of a request mentioned in clause 28.4 above, the Supplier fails to provide the specified information within the specified period, or
		3. it receives information which demonstrates that, at any time when clauses 28.1 and 28.2 apply to the Supplier, the Supplier is not complying with those clauses.
	7. The Supplier acknowledges that LCD may supply any information which it receives under clause 28.3 and 28.4 to the Commissioners of Her Majesty’s Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
12. Anti-slavery and human trafficking
	1. In performing its obligations under this Framework Agreement and any Call-Off Contract, the Supplier shall:
		1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
		2. comply with the Anti-slavery Statement; and
		3. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
		4. include in its contracts with its sub-contractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 29.
	2. The Supplier represents and warrants that:
		1. neither the Supplier nor any of its Staff:
			1. has been convicted of any offence involving slavery and human trafficking; and
			2. having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
	3. The Supplier shall implement due diligence procedures for its sub-contractors, suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
	4. The Supplier undertakes not to purchase any raw materials, resources or products that have been sourced from producers or manufacturers using forced labour in its operations or practices.
	5. If LCD agrees that the Supplier may sub-contract its obligations in accordance with clause 24.1 of the Framework Agreement, the Supplier shall implement an appropriate system of due diligence and audit for its sub-contractors that is designed to ensure their compliance with the laws, statutes, regulations and codes set out in clause 29.1.1.
	6. The Supplier shall notify LCD as soon as it becomes aware of:
		1. any breach, or potential breach, of the laws, statutes, regulations and codes set out in clause 29.1.1; or
		2. any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Framework Agreement or any Call-Off Contract.
	7. The Supplier shall prepare and deliver to LCD, by 1st December each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
	8. The Supplier shall:
		1. maintain a complete set of records to trace the supply chain of all Goods and Services provided to LCD in connection with this Framework Agreement and any Call-Off Contract; and
		2. permit LCD on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 29.8.2, to have access to and take copies of the Supplier’s records and any other information and to meet with the Supplier’s personnel to audit the Supplier’s compliance with its obligations this clause; and
		3. if required by LCD, implement annual audits of its compliance and its sub-contractors’ and suppliers’ compliance with the laws, statutes, regulations and codes set out in clause 29.1.1, either directly or through a third party auditor.
	9. The Supplier shall implement a system of training for its Staff, suppliers and sub-contractors to ensure compliance with the laws, statutes, regulations and codes set out in clause 29.1.1.
	10. The Supplier shall keep a record of all training offered and completed by its Staff, suppliers and sub-contractors to ensure compliance with the laws, statutes, regulations and codes set out in clause 29.1.1 and shall make a copy of the record available to LCD on request.
	11. The Supplier shall indemnify LCD against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, LCD as a result of any breach of the laws, statutes, regulations and codes set out in clause 29.1.1.
	12. The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with the laws, statutes, regulations and codes set out in clause 29.1.1.
	13. LCD may terminate the Framework Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of the clauses 29.1, 29.2, 29.4, 29.5, 29.6, 29.7, 29.8, 29.9 or 29.12.
13. Co-operation In Handover
	1. The Supplier shall provide, at no cost, such reasonable assistance to LCD and to any third party nominated by LCD as is required to migrate any Call-Off Contract to a Replacement Supplier or internally to LCD effectively and efficiently, either at the natural expiry date or if terminated in accordance with clause 18 (Termination). This clause shall apply three (3) months beyond the end of the term of the Call-Off Contract in order that LCD may successfully, and with minimum risk, engage a Replacement Supplier to provide the Services or to commence to provide those services in-house, using its own staff and resources. In particular, but without limitation, the Supplier shall, where so required provide all reasonable help, assistance and co-operation:
		1. in the transfer of the provision of all facilities associated with the provision of the Services from the Supplier to LCD and/or to the Replacement Supplier;
		2. to effect the transfer of such documentation as is necessary to enable the Replacement Supplier and/or LCD to set up and effect the changeover.
	2. The Supplier's obligation to effect a smooth transfer of records, information, functions and the like in relation to the Services, either to LCD or a Replacement Supplier shall be carried out in such a manner so as not to interfere with use and enjoyment of the Services and without LCD's business being unduly disrupted or hindered.
14. WAIVER
	1. Failure to exercise, or any delay in exercising, any right or remedy provided under this Framework Agreement, any Call-Off Contract or by Law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
	2. No single or partial exercise of any right or remedy provided under the Framework Agreement, any Call-Off Contract or by Law shall preclude or restrict the further exercise of any such right or remedy.
	3. Except as otherwise expressly provided by the Framework Agreement or any Call-Off Contract, all remedies available to either Party for breach of the Framework Agreement or any Call-Off Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
	4. A waiver (which may be given subject to conditions) of any right or remedy provided under the Framework Agreement, any Call-Off Contract or by Law shall only be effective if it is in writing and shall apply only to the Party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the Party who has given the waiver from subsequently relying on the right or remedy in other circumstances.
15. SEVERABILITY

If any provision (or part of a provision) of this Framework Agreement or any Call-Off Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, such provision shall be severed and the other provisions will remain in force and effect as if the Framework Agreement or Call-Off Contract had been executed with such invalid, illegal or unenforceable provision eliminated.

1. FORCE MAJEURE
	1. Neither Party shall be liable to the other for any delay in or failure to perform its obligations under any Call-Off Contract if such delay or failure results from a Force Majeure event. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under that Call-Off Contract. If a Party is unable to perform its obligations under the Call-Off Contract as a result of a Force Majeure event for a period in excess of two (2) months (commencing on the date of the notice provided in accordance with clause 33.2), the other Party may terminate the Call-Off Contract by notice in writing with immediate effect.
	2. If either Party becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall notify the other as soon as reasonably possible and shall estimate the period such failure or delay shall continue.
2. FRAUD

The Supplier shall safeguard LCD's against fraud generally and, in particular, fraud on the part of its Staff, or the Supplier's directors and suppliers. The Supplier shall notify LCD immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

1. RECOVERY OF SUMS DUE

Wherever under this Framework Agreement or any Call-Off Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to LCD in respect of any breach of the Framework Agreement or any Call-Off Contract), LCD may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Framework Agreement, Call-Off Contract or any other agreement or contract with LCD.

1. ANNOUNCEMENTS

No Party shall make, or permit any person to make, any public announcement concerning this Framework Agreement or any Call-Off Contract (whether before, at or after completion) except as required by Law or with the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

1. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999
	1. A person who is not a Party to this Framework Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
	2. Subject to clause 21.2, a person who is not a Party to a Call-Off Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
2. DISPUTE RESOLUTION
	1. Any disputes arising in connection with this Framework Agreement or any Call-Off Contract will normally be resolved amicably at working level. In the event of failure to reach consensus between the Parties then such failure shall be handled in the following manner:
		1. the dispute shall in the first instance be referred to LCD's Project Officer or manager in the organisation of similar standing and the Supplier’s nominated equivalent officer for resolution at a meeting to be arranged as soon as practicable after the failure to reach consensus arises, but in any event within ten (10) Working Days;
		2. if the dispute cannot be resolved in accordance with clause 38.1.1 above within ten (10) Working Days after such referral, or within any other period agreed between the Parties then the dispute shall be referred to LCD's Head of Legal at 66 South Lambeth Road, London SW8 1RL, and to the Supplier's nominated equivalent officer for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within ten (10) Working Days;
		3. if the dispute has not been resolved following a referral in accordance with clause 38.1.2 the Parties shall seek to settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR;
		4. if the dispute has not been resolved following a referral in accordance with clause 38.1.3 the Parties shall seek to settle the dispute by arbitration, such independent arbitrator to be appointed by the President of the Law Society of England and Wales.
3. ENTIRE AGREEMENT
	1. This Framework Agreement and any documents referred to in it constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this Framework Agreement.
	2. Each Party warrants to the other Parties that, in entering into the Framework Agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty of any person (whether a Party to this Framework Agreement or not) other than as expressly set out in the Framework Agreement or those documents.
	3. Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.
4. SCOPE OF AGREEMENT

Nothing in this Framework Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, nor constitute any Party the agent of the other Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

1. NOTICE
	1. Any notice required to be given under this Framework Agreement or any Call-Off Contract shall be in writing and shall be delivered personally, by commercial courier, by first class recorded delivery post or electronic mail to each Party required to receive the notice at its address as set out in the Call-Off Order Form or at such other address as the relevant Party may specify by notice in writing to the other.
	2. Any notice shall be deemed to have been duly given:
		1. if delivered personally, when left at the address referred to in the Call-Off Order Form;
		2. if delivered by commercial courier, on the date of signature of the courier's receipt;
		3. if delivered by post, at the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm); or
		4. if delivered by electronic mail, 9.00am on the first Working Day after sending.
	3. The provisions of this clause shall not apply to the service of any process in any legal action or proceedings where the normal legal rules as to delivery will apply.
2. LAW AND JURISDICTION
	1. This Framework Agreement and all disputes or claims arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England.
	2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle all disputes or claims that arise out of or in connection with the Framework Agreement or its subject matter.
3. - DEFINITIONS
4. Anti-slavery Statement means LCD's anti-slavery and human trafficking statement which it produces for the purposes of section 54 of the Modern Slavery Act 2015 as amended each year and from time to time.
5. Call-Off Contract means an agreement for the provision of Services by the Supplier to LCD, agreed in accordance with clause 5 and Schedule 4 *(Call-Off Procedure)* and comprising a Call-Off Order Form, its appendices (including any Special Terms) and this Framework Agreement.
6. Call-Off Order Form means the order for Services from LCD to the Supplier setting out the specification and requirements in accordance with clause 5 and Schedule 4 *(Call-Off Procedure)* and substantially in the form set out in Schedule 5 *(Call-Off Order Form).*
7. Commencement Date means [DATE OF THE FRAMEWORK AGREEMENT].
8. Confidential Information means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party and all Personal Data.
9. Contract Period means the period of duration of this Framework Agreement from the Commencement Date and ending on [DATE], or the period identified in the individual Call Off Order Form for the relevant Call Off Contract as appropriate.
10. Contract Price means the price exclusive of any applicable tax, payable to the Supplier by LCD under a Call-Off Contract, as set out in a Call-Off Order Form, for the full and proper performance by the Supplier of a Call-Off Contract as determined under the conditions of the Call-Off Contract.
11. **Controller, Processor, Joint Controller, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures** have the meanings given to them in the Data Protection Legislation.
12. **Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the retained UK law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
13. Default means any breach of the obligations of either Party (including but not limited to fundamental or persistent breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Framework Agreement or any Call-Off Contract and in respect of which such Party is liable to the other.
14. Delivery Location means, unless otherwise agreed in writing by LCD, the location set out for delivery in the Call-Off Order Form.

**Domestic Law** means the Law of the United Kingdom or a part of the United Kingdom.

1. Employment Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
2. Existing Intellectual Property Rights means any Intellectual Property Rights of a Party used in the provision of the Services that was in existence prior to the Commencement Date which was not specifically created for use or intended use in relation to the performance of the obligations under this Framework Agreement.
3. Extension Period means the period by which LCD may decide to extend the duration of this Framework Agreement.
4. Force Majeure means any event or occurrence which is outside the reasonable control of the Party concerned, and which is not attributable to any act or failure to take preventative action by the Party concerned, including (but not limited to) mandatory compliance with any governmental regulations, acts of God (including fire, flood, earthquake or other natural disaster), pandemic, war or terrorist attack. For the avoidance of doubt, it does not include Covid-19 or any strikes, lock-outs or other industrial action occurring within the Supplier's organisation or within any sub-contractor's organisation or any non-performance by the Supplier's suppliers and sub-contractors.
5. Framework Agreement means the framework agreement between LCD and the Supplier consisting of this agreement and all Schedules to this agreement, the Special Terms and any other documents (or parts thereof) specified by LCD.
6. Good Industry Practice means using standards, practice, methods and procedures and exercising that degree of skill and care, diligence, prudence and foresight which one would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.
7. Goods means any goods agreed in a Call-Off Order Form to be supplied to LCD by the Supplier (including any part or parts of them).
8. Health and Safety Requirements means all applicable health and safety legislation, rules, policies and regulations and other reasonable security requirements that LCD has in force from time to time.
9. Intellectual Property Rights means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
10. Key Performance Indicators means the performance criteria set out in Appendix B to a Call-Off Contract, where applicable.
11. Law means applicable law, statute, bye-law, regulations, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.
12. LCD means Leonard Cheshire Disability of 66 South Lambeth Road, London, SW8 1RL.
13. LCD Data means the data text drawings diagrams images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which are:
	1. supplied to the Supplier by or on behalf of LCD; or
	2. which the Supplier is required to generate, process, store or transmit pursuant to any Call-Off Contract; or
	3. any Personal Data for which LCD is the data Controller.

Lots means the Services divided into lots as set out in Schedule 2.Management Information means the management information specified in Schedule 6 *(Reporting).*

 Party means any party to this Framework Agreement individually and "Parties" refers to all of the parties to this Agreement collectively. A Party shall include all permitted assigns of the Party in question.

1. Payment Profile means the payment profile and any milestones for payment identified in the Call-Off Order Form.
2. Performance Notice means a notice which shall set out a statement of LCD’s dissatisfaction with the Supplier's performance and supply of the Goods and/or Services under a Call-Off Contract and which may propose a proportionate rebate.
3. Premises means the location at which the Services are to be provided under a Call-Off Contract as specified in the Call-Off Order Form.
4. Project Officer means the person for the time being appointed by LCD as being authorised to administer this Framework Agreement on behalf of LCD or such person as may be nominated by the Project Officer to act on its behalf.
5. Regulatory Body means those government departments and regulatory, statutory and other entities (including the Charities Commission), committees 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 the Framework Agreement or any other affairs of LCD.
6. Replacement Supplier means a firm, company or organisation with which LCD contracts to provide the Services or service which is substantially the same type of services (in whole or in part) after termination of a Call-Off Contract.
7. Resulting Intellectual Property means individually and collectively all inventions, improvements and/or discoveries which are conceived and/or made and any Intellectual Property Rights created by one or more members of Staff of the Supplier or its sub-contractors acting either on their own or jointly with one or more employees of LCD in performance of the Services.
8. Service Level Requirement means the performance criteria set out in Appendix B to a Call-Off Contract, where applicable.
9. Services means any such Goods or services set out in Schedule 2 *(Services).*
10. Special Terms means the special terms of LCD applicable to the type of Services to be provided by the Supplier, including the additional terms agreed and included in the "special terms" section of the Call-Off Order Form.
11. Staff means all persons employed by the Supplier to perform its obligations under this Framework Agreement together with the Supplier's servants, agents and sub-contractors used in the performance of the Framework Agreement.
12. Supplier means the person, firm or company with whom LCD enters into the Framework Agreement and any Call-Off Contract, the details of which are set out in the Call-Off Order Form.
13. Timetable means the timetable for the provision and completion of the Services as specified in the Call-Off Order Form for the Services.
14. Working Day means a day when the clearing banks are open for business other than a Saturday, Sunday or public holiday in England or Wales.