

Dated *26th March*

2020

Between

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF BARNET**

And

PRICEWATERHOUSECOOPERS LLP

**FRAMEWORK AGREEMENT FOR THE PROVISION OF
AUDIT, ASSURANCE AND ADVISORY SERVICES**

LOT 1 – INTERNAL AUDIT

LOT 2 – ADVISORY SERVICES

LOT 4 – ANTI FRAUD SERVICES

HB Public Law
working in collaboration with you

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THIS AGREEMENT is dated

26th March

2020

PARTIES

- (1) **THE MAYOR & BURGESSES OF THE LONDON BOROUGH OF BARNET** of 2 Bristol Avenue, Colindale, NW9 4EW (**Authority**).
- (2) **PRICEWATERHOUSECOOPERS LLP** whose registered office is situated at 1 Embankment Place, London WC2N 6RH and whose registered company number is OC303525 (**Supplier**).

BACKGROUND

- (A) The Authority published an OJEU Notice seeking expressions of interest from potential suppliers for the provision of the Services divided into four Lots to itself and the Other Contracting Bodies identified in the contract notice under this Framework Agreement.
- (B) Following receipt of expressions of interest, the Authority invited potential suppliers (including the Supplier) to tender for the provision of the Services.
- (C) On the basis of the Supplier's Tender, the Authority selected the Supplier to provide services to those Customers who place Orders for Lots in accordance with this Framework Agreement.
- (D) This Framework Agreement sets out the procedure for ordering Services, the main terms and conditions for the provision of the Services and the obligations of the Supplier under this Framework Agreement.
- (E) It is the Parties' intention that Customers have no obligation to place Orders with the Supplier under this Framework Agreement or at all.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Framework Agreement.

Approval: means the prior written approval of the Authority.

Audit: means an audit carried out pursuant to clause 10.

Auditor: means the National Audit Office or an auditor appointed by the Authority as the context requires.

Authorised Representative: means the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in clause 31.

Award Criteria: means the award criteria to be applied for the award of Contracts for the Services as set out in Schedule 1.

Call-off Terms and Conditions: means the terms and conditions in Schedule 5.

Change of Control: means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

Commencement Date: means 1 April 2020.

Complaint: means any formal complaint raised by any Customer in relation to the performance under the Framework Agreement or any Contract in accordance with clause 20.

Confidential Information: means any information of either Party, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Parties, including Personal Data, intellectual property rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this agreement and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Contract: means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between a Customer and the Supplier comprising an Order Form and the Call-off Terms and Conditions.

Customer: means the Authority and any other contracting authority (as defined in regulation 2 of the Regulations) described in the OJEU Notice.

Default: means any breach of the obligations of the relevant Party under a Contract (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

Data Protection Legislation: means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Data Subject: shall have the same meaning as set out in the Data Protection Legislation.

Environmental Information Regulations: mean the Environmental Information Regulations 2004 (*SI 2004/3391*) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: means the Freedom of Information Act 2000 and any subordinate legislation made under that 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.

Framework Agreement: means this agreement and all Schedules to this agreement.

Framework Agreement Variation Procedure: means the procedure set out in Schedule 7.

Framework Suppliers: means the Supplier and other suppliers appointed as framework suppliers under this Framework Agreement.

Framework Year: means a period of 12 months, commencing on the Commencement Date.

GDPR: means the General Data Protection Regulation ((EU) 2016/679).

Guidance: means any guidance issued or updated by the UK government from time to time in relation to the Regulations.

Information: has the meaning given under section 84 of the FOIA.

Initial Term: the period commencing on the Commencement Date and ending on the fourth anniversary of the Commencement Date.

Intellectual Property Rights: means patents, inventions, trade marks, 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 the United Kingdom) and the right to sue for passing off.

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, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.

Lots: means the four lots that the Services are divided into as referred to in the OJEU Notice and set out in Schedule 1.

Management Information: means the management information specified in Schedule 6.

Month: means a calendar month.

OJEU Notice: means the contract notice 2019/S 174-424379 published in the Official Journal of the European Union on 10 September 2019.

Order: means an order for Services sent by any Customer to the Supplier in accordance with the award procedures in clause 4.

Order Form: means a document setting out details of an Order in the form set out in Schedule 4 or as otherwise agreed in accordance with clause 4.4.

Other Contracting Bodies: means all Customers except the Authority.

Parent Company: means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier. **Holding Company** shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

Party: means the Authority and/or the Supplier.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Pricing Schedule: means the pricing schedule set out in Schedule 3.

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority; or
- (d) defrauding, attempting to defraud or conspiring to defraud the Authority.

Regulations: means the Public Contracts Regulations 2015 (*SI 2015/102*).

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.

Requests for Information: means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

Services: means the provision of audit, assurance and advisory services divided into Lots as detailed further in **Error! Reference source not found.**

SQ Response: means the response to the standard selection questionnaire submitted by the Supplier to the Authority.

Staff: means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Framework Agreement or Contracts.

Subcontract: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

Subcontractor: the contractors or suppliers that enter into a Subcontract with the Supplier.

Supplier's Lots: means the lots to which the Supplier has been appointed under this Framework Agreement.

Tender: means the tender submitted by the Supplier to the Authority as set out in Schedule 2.

Term: the period of the Initial Term as may be varied by:

- (a) any extensions to this agreement which are agreed pursuant to clause 2; or
- (b) the earlier termination of this Framework Agreement in accordance with its terms.

Termination Date: means the date of expiry or termination of this Framework Agreement.

UK Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Working Days: means any day other than a Saturday, Sunday or public holiday in England and Wales.

Year: means a calendar year.

1.2 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (d) 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;

- (e) 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;
- (f) headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- (g) the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;
- (h) references in this Framework Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Framework Agreement so numbered;
- (i) 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 Schedule to this Framework Agreement so numbered; and
- (j) reference to a clause is a reference to the whole of that clause unless stated otherwise.

PART ONE: FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE

2. TERM OF FRAMEWORK AGREEMENT

The Framework Agreement shall take effect on the Commencement Date and (unless it is terminated in accordance with the terms of this Framework Agreement or is otherwise lawfully terminated) shall terminate at the end of the Initial Term.

- 2.1 The Authority may extend this Framework Agreement beyond the Initial Term by a further period or periods of one year each up to a maximum of two years (Extension Period). If the Authority wishes to extend this Framework Agreement, it shall give the Supplier at least 3 months' written notice of such intention before the expiry of the Initial Term or previous Extension Period.
- 2.2 If the Authority gives such notice and the Supplier agrees to the extension, the Term shall be extended by the period set out in the notice.

- 2.3 If the Authority gives such notice and the Supplier does not agree to the extension, this Framework Agreement shall expire on the expiry of the Initial Term or previous Extension Period and the provisions of clause 19 shall apply.
- 2.4 If the Authority does not wish to extend this Framework Agreement beyond the Initial Term, this Framework Agreement shall expire on the expiry of the Initial Term and the provisions of clause 19 shall apply.

3. SCOPE OF FRAMEWORK AGREEMENT

- 3.1 This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Services by the Supplier to Customers.
- 3.2 The Authority appoints the Supplier as a Framework Supplier of the Services and the Supplier shall be eligible to receive Orders for such Services from Customers during the Term.
- 3.3 Customers may at their absolute discretion and from time to time order Services from the Supplier in accordance with the ordering procedure set out in clause 4 during the Term. The Parties acknowledge and agree that the Other Contracting Bodies have the right to order Services pursuant to this Framework Agreement provided that they comply at all times with the Regulations and the ordering procedure in clause 4.1. If there is a conflict between clause 4 and the Regulations, the Regulations shall take precedence.
- 3.4 If and to the extent that any Services under this Framework Agreement are required each and every Customer shall:
- (a) enter into a contract with the Supplier for these Services materially in accordance with the terms of the Contract; and
 - (b) comply with the ordering procedure in clause 4.
- 3.5 The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Customer for the Services and that the Customer is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.
- 3.6 The Authority shall not in any circumstances be liable to the Supplier or any Other Contracting Body for payment or otherwise in respect of any Services provided by the Supplier to any Other Contracting Body.

4. **AWARD PROCEDURES**

Awards under the Framework Agreement

- 4.1 If a Customer decides to source Services through the Framework Agreement then it may award a Contract in accordance with the terms laid down in this Framework Agreement without re-opening competition.
- 4.2 Any Customer ordering Services under the Framework Agreement in accordance with clause 4.1 shall identify the relevant Lot which its Services requirements fall into and send an Order to the Framework Supplier in accordance with clause 4.4.

Responsibility for awards

- 4.3 The Supplier acknowledges that each Customer is independently responsible for the conduct of its award of Contracts under the Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:
 - (a) the conduct of Other Contracting Bodies in relation to the Framework Agreement; or
 - (b) the performance or non-performance of any Contracts between the Supplier and Other Contracting Bodies entered into pursuant to the Framework Agreement.

Form of Order

- 4.4 Subject to clause 4.1 to clause 4.3 above, each Customer may place an Order with the Supplier by serving an order in writing in substantially the form set out in Schedule 4 or such similar or analogous form agreed with the Supplier including systems of ordering involving e-mail or other online solutions.

Accepting and declining Orders

- 4.5 Following receipt of an Order, the Supplier shall promptly and in any event within three (3) Working Days acknowledge receipt of the Order and either:
 - (a) notify the Customer in writing and with detailed reasons that it is unable to fulfil the Order; or
 - (b) notify the relevant Customer that it is able to fulfil the Order by signing and returning the Order Form.
- 4.6 If the Supplier:
 - (a) notifies the Customer that it is unable to fulfil an Order; or
 - (b) the time limit referred to in clause 4.5 has expired;

then the Order shall lapse.

- 4.7 If the Supplier modifies or imposes conditions on the fulfilment of an Order, then the Customer may either:
- (a) reissue the Order incorporating the modifications or conditions; or
 - (b) treat the Supplier's response as notification of its inability to fulfil the Order and the provisions of clause 4.6 shall apply.
- 4.8 The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" by the Customer. Accordingly, the Supplier shall sign and return the Order Form which shall constitute its offer to the Customer. The Customer shall signal its acceptance of the Supplier's offer and the formation of a Contract by counter-signing the Order Form.

5. CONTRACT PERFORMANCE AND PRECEDENCE OF DOCUMENTS

- 5.1 The Supplier shall perform all Contracts entered into with a Customer in accordance with:
- (a) the requirements of this Framework Agreement; and
 - (b) the terms and conditions of the respective Contracts.
- 5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Framework Agreement and the terms and conditions of a Contract, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the Contract;
 - (b) the Order Form;
 - (c) the terms of the Framework Agreement and the Schedules to the Framework Agreement except Schedule 2 (the Supplier's Tender);
 - (d) any other document referred to in the clauses of the Contract; and
 - (e) Schedule 2 (the Supplier's Tender).

6. PRICES FOR SERVICES

- 6.1 The prices offered by the Supplier for Contracts to Customers for the Services shall be the prices listed in the Pricing Schedule for the relevant Lot and such prices shall not be adjusted throughout the Term.

SUPPLIER'S GENERAL FRAMEWORK OBLIGATIONS

7. WARRANTIES AND REPRESENTATIONS

The Supplier warrants and represents to the Authority and to each of the Other Contracting Bodies that:

- (a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;
- (b) this Framework Agreement is executed by a duly authorised representative of the Supplier;
- (c) in entering into this Framework Agreement or any Contract it has not committed any Prohibited Act;
- (d) as at the Commencement Date, all information, statements and representations contained in the Tender and the SQ Response are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Framework Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
- (e) 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 Contract which may be entered into with the Authority or Other Contracting Bodies;
- (f) 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 Contract; and
- (g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

8. SERVICE PRE-REQUISITES

The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Contract.

SUPPLIER'S INFORMATION OBLIGATIONS

9. REPORTING AND MEETINGS

- 9.1 The Supplier shall submit Management Information to the Authority in the form set out in Schedule 6 throughout the Term within 5 working days of

the end of every quarter and thereafter in respect of any Contract entered into with any Customer.

- 9.2 The Authorised Representatives shall meet in accordance with the details set out in Schedule 6 and the Supplier shall, at each meeting, present its previously circulated Management Information in the format set out in that Schedule.
- 9.3 The Authority may share the Management Information supplied by the Supplier with any Other Contracting Body.
- 9.4 The Authority may make changes to the nature of the Management Information that the Supplier is required to supply and shall give the Supplier at least one month's written notice of any changes.

10. RECORDS AND AUDIT ACCESS

- 10.1 The Supplier shall keep and maintain until six years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Services provided under it, the Contracts entered into with Customers and the amounts paid by each Customer.
- 10.2 The Supplier shall keep the records and accounts referred to in clause 10.1 above in accordance with good accountancy practice.
- 10.3 The Supplier shall afford the Authority or the Auditor (or both) such access to such records and accounts as may be required from time to time.
- 10.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of six years after expiry of the Term to the Authority (or relevant Customer) and the Auditor.
- 10.5 The Authority 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 Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.
- 10.6 Subject to the Authority's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:
 - (a) all information requested by the Auditor within the scope of the Audit;

- (b) reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Services; and
- (c) access to the Staff.

10.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 10, unless the Audit reveals a Material Default by the Supplier in which case the Supplier shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the Audit.

11. CONFIDENTIALITY

11.1 Subject to clause 11.2, the Parties shall keep confidential the Confidential Information of the Parties and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.

11.2 Clause 11.1 shall not apply to any disclosure of information:

- (a) required by any applicable Law or to any disclosures required under the FOIA or the Environmental Information Regulations;
- (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework Agreement;
- (c) that is reasonably required by Other Contracting Bodies;
- (d) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 11.1;
- (e) by the Authority of any document to which it is a party and which the Parties to this Framework Agreement have agreed contains no Confidential Information;
- (f) to enable a determination to be made under clause 21;
- (g) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (h) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and
- (i) by the Authority relating to this Framework Agreement and in respect of which the Supplier has given its prior written consent to disclosure.

12. OFFICIAL SECRETS ACTS

- 12.1 The Supplier shall comply with and shall ensure that its Staff comply with, the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
 - (b) section 182 of the Finance Act 1989.
- 12.2 In the event that the Supplier or its Staff fail to comply with this clause 12, the Authority reserves the right to terminate this Framework Agreement with immediate effect by giving notice in writing to the Supplier.

13. DATA PROTECTION

- 13.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 13, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, both parties are separate Controllers in their own right. .
- 13.3 Without prejudice to the generality of clause 13.1, both parties shall ensure that each has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the other party for the duration and purposes of this agreement.
- 13.4 Without prejudice to the generality of clause 13.1, each Party shall, in relation to any Personal Data processed by it in connection with the performance of its obligations under this agreement:
- (a) ensure that it has in place appropriate technical and organisational measures, (as defined in the Data Protection Legislation) 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);

- (b) notify the other Party promptly if it receives:
 - (i) any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner) in relation to such Personal Data;
- (c) provide reasonable assistance to the other Party in responding to any request from a Data Subject and in ensuring compliance with the other Party's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
- (d) notify the other Party without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement.

13.5 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

14. FREEDOM OF INFORMATION

14.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

14.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For

Information (in accordance with the section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

15. PUBLICITY

- 15.1 Unless otherwise directed by the Authority, the Supplier shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent.
- 15.2 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Authority, including any examination of this Framework Agreement by the Auditor or otherwise.
- 15.3 The Supplier shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

16. NOT USED

FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION

17. TERMINATION

Termination on Default

- 17.1 The Authority may terminate the Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice:
 - (a) where the Supplier commits a material breach and:
 - (i) the Supplier has not remedied the material breach to the satisfaction of the Authority within 20 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied; or
 - (ii) the material breach is not, in the reasonable opinion of the Authority, capable of remedy; or
 - (b) where any Customer terminates a Contract awarded to the Supplier under this Framework Agreement as a consequence of a material breach by the Supplier;
 - (c) any warranty given by the other party in clause 7 of this agreement is found to be untrue or misleading;

- (d) if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

17.2 For the purposes of clause 17.1(a), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from a substantial portion of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

Termination on insolvency and Change of Control

17.3 Without affecting any other right or remedy available to it, the Authority may terminate this agreement with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company);
- (e) the holder of a qualifying floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such

process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;

- (h) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.3(a) to clause 17.3(g) (inclusive); or
- (i) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

17.4 The Supplier shall notify the Authority immediately if the Supplier undergoes a Change of Control. The Authority may terminate the Framework Agreement by giving notice in writing to the Supplier with immediate effect within six Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

Termination by Authority for convenience

17.5 The Authority shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving three 3 Months' written notice to the Supplier.

Termination by Supplier

17.6 The Supplier shall also have the right to terminate this Framework Agreement where to continue to perform their obligations under the Framework Agreement would put the Supplier in direct breach of their obligations under Law. In such circumstances, the Supplier shall provide the Authority with a reasonable period of notice where possible

17.7 The Supplier shall also have the right to terminate this Framework Agreement due to a material breach of the Authority's obligations under this Framework Agreement. As a minimum, unless required otherwise by Law, the Supplier shall only be entitled to terminate for a material breach if the Authority has been put on written notice with 1 Month to rectify the breach and has failed to do so.

18. SUSPENSION OF SUPPLIER'S APPOINTMENT

Without prejudice to the Authority's rights to terminate the Framework Agreement in clause 17 above, if a right to terminate this Framework

Agreement arises in accordance with clause 17, the Authority may suspend the Supplier's right to receive Orders from Customers in any or all Supplier's Lots by giving notice in writing to the Supplier. If the Authority provides notice to the Supplier in accordance with this clause 18, the Supplier's appointment 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.

19. CONSEQUENCES OF TERMINATION AND EXPIRY

- 19.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Supplier shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this clause 19.
- 19.2 Unless expressly stated to the contrary, the service of a notice to terminate the Framework Agreement shall not operate as a notice to terminate any Contract made under the Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Contracts to terminate automatically. For the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 19.3 Subject to any requirements on the Supplier under any applicable Law, within 30 Working Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Supplier's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance.
- 19.4 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry.
- 19.5 The provisions of clause 7, clause 10, clause 11, clause 12, clause 13, clause 14, clause 15, clause 19, clause 22, and clause 32 shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

20. COMPLAINTS HANDLING AND RESOLUTION

- 20.1 The Supplier shall notify the Authority of any Complaint made by Other Contracting Bodies within 2 Working Days of becoming aware of that Complaint and such notice shall contain full details of the Supplier's plans to resolve such Complaint.
- 20.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Contract, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of the Framework Agreement or a Contract, the Supplier shall use its best endeavours to resolve the Complaint within 10 Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

21. DISPUTE RESOLUTION

- 21.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then, except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Head of Internal Audit of the Authority and Stuart Brown (Director) of the Supplier shall attempt in good faith to resolve the Dispute;
 - (b) if the Head of Internal Audit of The Authority and Stuart Brown (Director) of the Supplier are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Director of Assurance of the Authority and Justin Martin (Partner) of the Supplier who shall attempt in good faith to resolve it; and
 - (c) if the Director of Assurance of the Authority and Justin Martin (Partner) of the Supplier are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.

- 21.2 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the Dispute under clause 32 which clause shall apply at all times.
- 21.3 If the Dispute is not resolved within 30 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 32 in this Agreement.

GENERAL PROVISIONS

22. PREVENTION OF BRIBERY

- 22.1 The Supplier:
- (a) shall not, and shall procure that the Staff and all Sub-Contractor personnel shall not, in connection with this Framework Agreement and any Contract made under it commit a Prohibited Act; and
 - (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of this Framework Agreement, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this Framework Agreement.
- 22.2 The Supplier shall:
- (a) if requested, provide the Authority with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and
 - (b) within 30 Working Days of the Commencement Date, and annually thereafter, certify to the Authority in writing (such certification to be signed by an officer of the Supplier) compliance with this clause 22 by the Supplier and all Sub-Contractor personnel. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request.
- 22.3 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Authority) to prevent any Staff or Sub-Contractors from committing a Prohibited Act and shall enforce it where appropriate.

- 22.4 If any breach of clause 22.1 is suspected or known, the Supplier must notify the Authority immediately.
- 22.5 If the Supplier notifies the Authority that it suspects or knows that there may be a breach of clause 22, the Supplier must respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit books, records and any other relevant documents. This obligation shall continue for 6 years following the expiry or termination of this Framework Agreement.
- 22.6 The Authority may terminate this Framework Agreement by written notice with immediate effect if the Supplier, its Staff or Sub-Contractors (in all cases whether or not acting with the Supplier's knowledge) breaches clause 22.1. In determining whether to exercise the right of termination under this clause 22.6, the Authority shall give all due consideration, where appropriate, to action other than termination of this Framework Agreement unless the Prohibited Act is committed by the Supplier or a senior officer of the Supplier or by an employee, Sub-Contractor or supplier not acting independently of the Supplier. The expression "not acting independently of" (when used in relation to the Supplier or a Sub-Contractor) means and shall be construed as acting:
- (a) with the authority or with the actual knowledge of any one or more of the directors of the Supplier or the Sub-Contractor (as the case may be); or
 - (b) in circumstances where any one or more of the directors of the Supplier ought reasonably to have had such knowledge.
- 22.7 Any notice of termination under clause 22.6 must specify:
- (a) the nature of the Prohibited Act;
 - (b) the identity of the party whom the Authority believes has committed the Prohibited Act; and
 - (c) the date on which this Framework Agreement will terminate.
- 22.8 Despite clause 21, any dispute relating to:
- (a) the interpretation of this clause 22; or
 - (b) the amount or value of any gift, consideration or commission,
- shall be determined by the Authority and its decision shall be final and conclusive.
- 22.9 Any termination under this clause 22 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

23. SUBCONTRACTING AND ASSIGNMENT

- 23.1 Subject to clause 23.3, clause 23.4 and clause 23.4 neither party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other party, neither may the Supplier subcontract the whole or any part of its obligations under this Framework Agreement except with the express prior written consent of the Authority, such consent not to be unreasonably withheld.
- 23.2 The express prior written consent of the Authority shall not be required where the Supplier intends to assign or subcontract any of its rights as has been expressly set out in the SQ Response.
- 23.3 The Authority shall be entitled to novate the Framework Agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority. The exercise of the Authority's right in this clause 23.3 shall require prior written consent from the Supplier, who agrees not to unreasonably withhold or delay the provision of such consent.
- 23.4 Provided that the Authority has given prior written consent, the Supplier shall be entitled to novate the agreement where:
- (a) the specific change in contractor was provided for in the procurement process for the award of this agreement;
 - (b) there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this agreement.

24. VARIATIONS TO FRAMEWORK AGREEMENT

Any variations to the Framework Agreement must be made only in accordance with the Framework Agreement Variation Procedure set out in Schedule 7.

25. THIRD PARTY RIGHTS

- 25.1 Except as expressly provided in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

- 25.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

26. SEVERANCE

- 26.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 26.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

27. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

28. INTEREST

- 28.1 Each party shall pay interest on any sum due under this agreement, calculated as follows:
- (a) Rate. 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - (b) Period. From when the overdue sum became due, until it is paid.

29. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

30. ENTIRE AGREEMENT

- 30.1 This Framework Agreement, the schedules and the documents referred to in it contain the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter, provided that nothing in this clause 30 shall operate to exclude any liability for fraud.
- 30.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Framework Agreement.

31. NOTICES

- 31.1 Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.
- 31.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service) or by e-mail. Such letters shall be addressed to the other Party in the manner referred to in clause 31.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two Working Days after the day on which the letter was posted, or four hours, in the case of e-mail or sooner where the other Party acknowledges receipt of such letters or e-mail.
- 31.3 For the purposes of clause 31.2, the address of each Party shall be:

(a) For the Authority:

Caroline Glitre, Head of Internal Audit

London Borough of Barnet, 2 Bristol Avenue, Colindale, NW9 4EW

Tel: 020 8359 3721

E-mail: caroline.glitre@barnet.gov.uk

(b) For the Supplier:

Name/Job Title: Justin Martin – PwC Legal Partner

Address: PwC, No.1 Embankment Place, London WC2N 6RH

Tel: [REDACTED]

E-mail: [REDACTED]

31.4 Either Party may change its address for service by serving a notice in accordance with this clause.

32. GOVERNING LAW AND JURISDICTION

32.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

32.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Framework Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof the Parties have executed and delivered this Framework Agreement as a deed the day and year first before written.

Executed as a deed by

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF BARNET**

by affixing its Common Seal hereto
in the presence of:

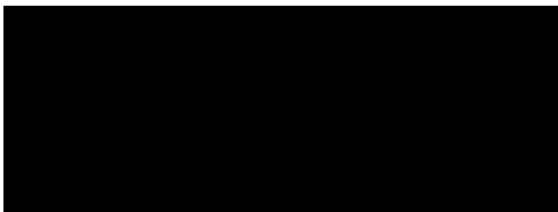
No. IN SEAL REGISTER
41/3788



J. Harne
.....
Authorised Signatory

[Signature]
.....
Authorised Signatory

Executed as a deed by
PRICEWATERHOUSECOOPERS LLP
acting by two of its members:



.....

Member Signature

Margaret Cole

.....

Member Name



.....

Member Signature

Laura Hinton

.....

Member Name

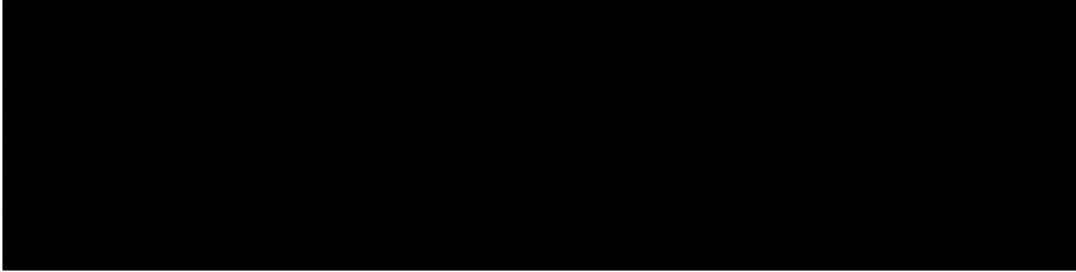


Schedule 1 Invitation to Tender, Specification & Evaluation Methodology

Schedule 2 Supplier's Tender



Schedule 3 Pricing Schedule



Schedule 4 Order Form

ORDER FORM

Framework Agreement

FROM

Customer:	
Service address:	
Invoice address:	
Authorised Representative:	Ref: Phone: E-mail:
Order number:	To be quoted on all correspondence relating to this Order:
Order date:	

TO

Supplier:	[SUPPLIER'S NAME]
For the attention of:	
E-mail:	
Telephone number:	
Address:	

1. SERVICES REQUIREMENTS
(1.1) Services [and deliverables] required (include details of relevant Lot):
(1.2) Service Commencement Date:
(1.3) Price payable by Customer and payment profile:
(1.4) Completion date (including any extension period or periods):

2. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]
(2.1) Key personnel of the Supplier to be involved in the Services [and deliverables]:
(2.2) Performance standards: Refer to the KPIs set out in the Specification
(2.3) Location(s) at which the Services are to be provided:
(2.4) Quality standards: Refer to the KPIs set out in the Specification
(2.5) Contract monitoring arrangements: Each borough will manage its own contract but the London Borough of Barnet will manage the overarching Framework agreement. The London Borough of Barnet will receive combined management information from the Supplier on a quarterly basis which will then be shared with other boroughs.
(2.6) Management Information and meetings: Each borough will have its own arrangements around meetings with the Supplier. The boroughs will have quarterly meetings to enable all boroughs to collaborate. There will be no additional management fee charged for these meetings over and above the day rates.

3. CONFIDENTIAL INFORMATION
(3.1) The following information shall be deemed Confidential Information:
(3.2) Duration that the information shall be deemed Confidential Information:

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement entered into by the Supplier and the Authority on [DATE].

For and on behalf of the Supplier:

Name and title	
Signature	
Date	
Supplier's Authorised Representative for the Contract (if different)	[NAME]

For and on behalf of the Customer:

Name and title	
Signature	
Date	

A copy of the signed order form must be submitted to the Head of Internal Audit at the Authority for contract management purposes.

Schedule 5 Call-off Terms and Conditions

Schedule 6 Contract management

1. MEETINGS

- 1.1 The lead authorities and other organisations joining the framework will establish a steering group to oversee the contract, monitor its effectiveness, and lead the future development of the service. The Supplier will support, facilitate and attend the meetings of this steering group. The Supplier will be expected to attend other governance meetings with Members and senior managers, including their Audit Committee.
- 1.2 Day to day issues will be dealt with directly between the authorities and their respective engagement managers at the Supplier. The Supplier will be expected to attend regular meetings to discuss progress against the respective audit plans.
- 1.3 The dedicated client manager will be required to attend meetings at the Authority's / organisation's offices or in the London area. This will be at no extra cost to the Authority.
- 1.4 The Supplier is required to provide an implementation and project plan that outlines how they will undertake contract mobilisation ensuring a smooth transition of service.
- 1.5 As a minimum a monitoring/review meeting will be held after the first month, and then every month during the first quarter, and then at quarterly intervals until the end of the first year. These arrangements will then be reviewed and either retained or made less frequent.

Milestone	Description	Timeframe
1	Initial contract meeting	Within week 1 of Contract Signing
2	Provide an implementation and project plan for contract mobilisation	Within week 1 of Contract Signing
3	Implement Instruction, Communication and Workflow process in place	Within week 2 of Contract Signing
4	Review of Contract Implementation	After 1 month from Contract Commencement
5	First Quarterly Contract Review Meeting	After 12 weeks from Contract Commencement

- 1.6 For the CCAS Framework to be effective and to meet its objectives it is essential that the Supplier actively supports cross-borough collaboration. This will require logistical and administrative support so that the lead boroughs

routinely meet at least every two months to discuss the development of the Framework with each other and with the Supplier.

- 1.7 The annual programme of meetings should also include opportunities for the wider audit teams from each borough to meet, network and receive training from the Supplier.
- 1.8 The Supplier will arrange these meetings including providing rooms, preparing agendas and circulating minutes / actions. The cost of this is built into the day rate and no additional management fees should be charged.

2. REPORTS

- 2.1 The Supplier will provide monthly reporting against agreed KPIs on service delivery. These KPIs are set out in section 15 of the ITT Specification.
- 2.2 The Supplier will provide comprehensive management information monthly, and /or as requested by the Authority for the duration of the contract to support the delivery of the KPIs on an ongoing basis and at no extra cost to the Authority.
- 2.3 Submission of key performance indicator (KPI) data will be required monthly and / or as requested by the Authority. Each KPI will be reviewed during contract management meetings.
- 2.4 All quarterly Management Information (MI) returns to be returned to the Lead Authority by the 5th Working Day after the end of each quarter (as per the KPIs in section 15 of the ITT Specification).
- 2.5 The quarterly MI return format and content will be agreed between the Supplier and the steering group as part of contract mobilisation. It will include, as a minimum:
 - (a) Performance against each KPI at a Framework and individual borough level.
 - (b) Invoiced volumes during quarter and to date per Lot (by day and £) – at a Framework and individual borough level. This information is required to support the Authority raising its 1% contract management fee every quarter.
 - (c) Details of any new CCAS call off agreements that have been signed.
- 2.6 Responsibility for collecting and providing the data will sit with the supplier. The Authority and other organisations accessing the Framework will have the opportunity to check and challenge the data provided through the regular contract monitoring meetings.

Schedule 7 Framework Agreement Variation Procedure

1. INTRODUCTION

- 1.1 Schedule 7 details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Framework Agreement.
- 1.2 The Authority may propose a variation to the Framework Agreement under Schedule 7 only where the variation does not amount to a material change in the Framework Agreement or the Services.

2. PROCEDURE FOR PROPOSING A VARIATION

- 2.1 Except where paragraph 5 applies, the Authority may propose a variation using the procedure contained in this paragraph 2.
- 2.2 In order to propose a variation, the Authority shall serve each Framework Supplier with written notice of the proposal to vary the Framework Agreement (**Notice of Variation**).
- 2.3 The Notice of Variation shall:
 - (a) contain details of the proposed variation providing sufficient information to allow each Framework Supplier to assess the variation and consider whether any changes to the prices set out in its Pricing Schedule are necessary; and
 - (b) require each Framework Supplier to notify the Authority within 28 days of any proposed changes to the prices set out in its Pricing Schedule.
- 2.4 On receipt of the Notice of Variation, each Framework Supplier has 28 days to respond in writing with any objections to the variation.
- 2.5 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Authority may then serve each Framework Supplier with a written agreement detailing the variation to be signed and returned by each Framework Supplier within 28 days of receipt.
- 2.6 On receipt of a signed agreement from each Framework Supplier, the Authority shall notify all Framework Suppliers in writing of the commencement date of the variation.

3. OBJECTIONS TO A VARIATION

In the event that the Authority receives one or more written objections to a variation, the Authority may:

- (a) withdraw the proposed variation; or
- (b) propose an amendment to the variation.

4. CHANGES TO THE PRICING SCHEDULE

4.1 Where a Framework Supplier can demonstrate that a variation would result in a change to the prices set out in its Pricing Schedule, the Authority may require further evidence from the Framework Supplier that any additional costs to the Framework Supplier will be kept to a minimum.

4.2 The Authority may require the Framework Supplier to meet and discuss any proposed changes to the Pricing Schedule that would result from a variation.

4.3 Where a change to a Framework Supplier's Pricing Schedule is agreed by the Authority, the Authority shall notify its acceptance of the change to the Framework Supplier in writing.

4.4 In the event that the Authority and the Framework Supplier cannot agree to the changes to the Pricing Schedule, the Authority may:

- (a) withdraw the variation; or
- (b) propose an amendment to the variation.

5. VARIATIONS THAT ARE NOT PERMITTED

In addition to the provisions contained in paragraph 1.2, the Authority may not propose any variation that:

- (a) may prevent one or more of the Framework Suppliers from performing its obligations under the Framework Agreement; or
- (b) is in contravention of any Law.