



CENTRAL OFFICE OF INFORMATION

**Services Framework Agreement for the
Provision of Market Research Services**

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THIS AGREEMENT is effective from 1st July 2009 and will be in place for a maximum of four years, subject always to COI's rights to terminate and re-advertise the entire Agreement during its four-year term.

THIS AGREEMENT is made between:

1. The Central Office of Information whose registered address is Hercules House, Hercules Road, London SE1 7DU ("COI");
And
2. [insert name] whose registered address is [insert address] ("the Contractor").

BACKGROUND

- A) COI placed a contract notice 2008/S 182-241883 on 16th September 2008 in the Official Journal of the European Union (OJEU) seeking expressions of interest from potential providers for the provision of Market Research Services under a framework agreement.
- B) On the basis of the Contractor' submission(s), COI has selected the Contractor to enter into a Framework Agreement to provide services to COI on a call-off basis.
- C) This Framework Agreement sets out the main terms and conditions for the operation of the Framework and for any Contract that COI may conclude, and the obligations of the Contractor during and after the term of this Framework Agreement.
- D) The actual Services to be provided for a particular project, the price and the timescales within which they will be delivered, will be agreed when a Contractor is awarded a Contract as defined in Clause 9.
- E) It is the Parties' intention that there will be no obligation for COI to award any Contracts under this Framework Agreement during its Term.

IT IS AGREED as follows:

1. INTERPRETATION

Unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Approval"	means the prior written approval of COI
"Audit"	means an audit carried out pursuant to Clause 16.
"Auditor"	means the National Audit Office or an auditor appointed by the Audit Commission or COI as the context requires

“Authority”	means the Central Office of Information (“COI”)
“Client Department”	Means a Public Body for whom COI is providing the Services
“Contract”	means the legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of services between COI and the Contractor in the form of a Contract Letter or Purchase Order (the “Order”)
“COI”	means the Central Office of Information. Where the context permits, reference to COI in this Framework Agreement shall include reference to an employee of COI
“Commencement Date”	means 1 st July 2009
“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 would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either Party and all personal data and sensitive data within the meaning of the DPA
“Contractor”	means the person, firm or company whose name appears in this agreement
“Crown”	means a public body that has Crown status.
“Default”	Means any breach of the obligations of the relevant Party (including but not limited to 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.
“Designated Officer”	Means the individual appointed by COI or a Client Department as the responsible official for the purposes of the Contract or his/her nominated representative
“DPA”	means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Environmental Information Regulations”	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in

	relation to such regulations
“FOIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Framework Agreement”	means this agreement and all and any Schedules to this agreement
“Fraud”	means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Framework Agreement or defrauding or attempting to defraud or conspiring to defraud any Contracting Body
“Good Industry Practice”	means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances
“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 Freedom of Information Act 2000
“in writing”	means the sending and receipt of a written communication in permanent form including but not limited to items delivered by post, courier, by hand, by email or by facsimile transmission
“Intellectual Property Rights”	means all and every right including but not limited to copyright, intellectual property rights, moral rights, patents, trade marks, service marks, design rights, typographical rights and other similar rights or obligations whether registerable or not in any country including but not limited to the United Kingdom
“Issued Property”	Means all government property issued in connection with the Contract including documents and information provided in paper or electronic form
“ITT”	means an Invitation to Tender issued by COI
“Key Personnel”	Means any person named on Contract as key personnel or any person who COI notifies the Contractor is to be regarded as key personnel during

	the course of the Services
“Labels”	A level of specialism or target audience that sits below a Lot and may be used as a way of defining the capability of suppliers for inclusion in competitive tendering.
“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 lots which the Contractor has been appointed to under this Framework Agreement as set out in Schedule 1
“Materials”	Means all items and data produced by the Contractor in the execution of the Contract in paper, electronic or any other form.
“Mini-competition”	means a competitive tendering process amongst all capable suppliers from within the relevant Lots.
“Month”	means a calendar month
“Mutually Agreed”	means mutually agreed between COI and the Contractor in writing
“OJEU Notice”	means the contract notice published in the Official Journal of the European Union
“Order”	Means a purchase order or contract letter for the purchase of services served by COI on the Contractor which includes a description of the services, the price, timescale and any additional terms
“Parent Company”	means any company which is the ultimate Holding Company of the Provider and which is either responsible directly or indirectly for the business activities of the Provider or which is engaged in the same or similar business to the Provider. The term "Holding Company" shall have the meaning ascribed by Section 736 of the Companies Act 1985 or any statutory re-enactment or amendment thereto
“Party”	means COI and/or the Contractor
“Personal Data”	Refers to personal data that forms part of the Materials or issued Property or is collected and compiled by the Contractor during delivery of the

	Services
“Pre-Selection Questionnaire”	Means a questionnaire that is sent out to the Contractors on a particular Lot or Label to establish a shortlist for the invitation to tender
“Premises”	means land or buildings belonging to COI or the Client Department
“Price”	means the price for the services as detailed in the Order
“Project Brief”	means a specification for a particular Services Contract
“Regulations”	means the Public Contracts Regulations 2006
“Requests for Information”	means a request for information or an apparent request under the FOIA or the Environmental Information Regulations
“Services”	means the services described in the Order
“Software”	Means Specially Written Software, Contractor Software and Third Party Software
“Special Term”	means any clauses additional to these Terms and Conditions which are agreed between COI and the Contractor and which are specified in the Order
“Staff”	means all persons employed by the Contractor together with the Contractor's servants, agents, suppliers and sub-contractors used in the performance of its obligations under this Framework Agreement or Contracts
“Sub-Contractor”	means any person, firm, company or freelancer under contract to the Contractor to perform work and/or provide professional services and/or supply goods
“Term”	means the period commencing on the Commencement Date and ending on <i>[insert date]</i> or on earlier termination of this Framework Agreement
“Working Days”	means any day other than a Saturday, Sunday or public holiday in England and Wales
“Year”	means a calendar year

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 persons 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 and 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) 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;
- (h) 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;
- (i) reference to a Clause is a reference to the whole of that clause unless stated otherwise; and
- (j) in the event and to the extent only of any conflict between the Clauses and the remainder of the Schedules, the Clauses shall prevail over the remainder of the Schedules.

SECTION 1 - FRAMEWORK APPLICATION AND USAGE

2. TERM OF FRAMEWORK AGREEMENT

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

3. SCOPE OF FRAMEWORK AGREEMENT

- 3.1 This Framework Agreement governs the relationship between COI and the Contractor in respect of the provision of the Services by the Contractor to COI. Nothing in this Framework Agreement shall have the effect of making the Contractor an agent, servant or employee of COI.
- 3.2 The Contractor acknowledges that there is no obligation for COI to purchase any Services from the Contractor during the Term.

- 3.3 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by COI in respect of the total quantities or values of the Services to be ordered by them pursuant to this Framework Agreement and the Contractor acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation.
- 3.4 COI and the Contractor agree that the terms of this Framework Agreement shall apply to all Orders for work as defined in Clause 9.
- 3.5 The Contractor expressly agrees that the terms of this Framework Agreement shall take precedence and shall prevail over all other terms and conditions including but not limited to those of the Contractor.
- 3.6 In the event of a conflict between a clause in this Framework Agreement and a term in the Order, the term of the Order shall prevail.
- 3.7 The actual Services to be provided for a particular project, the price and the timescales within which they will be delivered, will be agreed when a Contractor is awarded a Contract as defined in Clause 9.

4. CONTRACTOR'S APPOINTMENT

- 4.1 COI appoints the Contractor as a potential provider of the Services referred to in the Contractors Lot/s and the Contractor shall be eligible to be considered for the Award of Orders for such Services by COI.

5. NON-EXCLUSIVITY

- 5.1 The Contractor acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by COI for Services from the Contractor and COI is at all times entitled to enter into other contracts and arrangements with other contractors for the provision of any or all services which are the same or similar to the Services.

6. PROJECT MANAGEMENT

- 6.1 Depending on the particular requirements of any contract awarded under this Framework Agreement, Project Management may be the responsibility of either COI or the Client Department:

6.1.1 When COI is responsible for Project Management, all COI's rights and obligations under the contract will remain with COI.

6.1.2 When the Client Department is responsible for Project Management, all COI's rights and obligations related to service delivery will transfer to the Client Department. COI will retain rights and obligations related to payment and contractual matters. An indication of those rights and obligations that will transfer to the Client Department is given at the end of each condition.

- 6.2 The Contractor will be informed whether COI or the Client Department will be responsible for Project Agreement when the invitation to tender for a contract is issued.

7. ACCOUNT MANAGEMENT

- 7.1 The Contractor shall work in close association with, and will comply with the reasonable requirements of, the Designated Officer appointed by COI.
- 7.2 The Designated Officer shall be The Contractor's first point of contact within COI on all issues.

- 7.3 The Contractor shall ensure that the Designated Officer is advised in advance of all meetings between The Contractor and the Client Department.
- 7.4 All meetings and telephone conversations that involve action or decisions will be reported immediately by The Contractor and distributed to interested parties at COI, the Client Department and The Contractor within two working days. *(The Contractor's attention is drawn to the fact that this places a contractual obligation on him to inform COI in advance of any meeting with the Client Department not attended by COI.)*
- 7.5 When the Client Department is responsible for Project Management, COI's rights and responsibilities under Clauses 7.1 and 7.2 shall transfer to the Client Department (with "Designated Officer" referring to the Manager appointed by the Client Department) and Clauses 7.3 and 7.4 shall not apply.

8. STANDARD TERMS AND CONDITIONS

- 8.1 When the Client Department is responsible for Project Management, any COI rights and obligations in the COI Standard Terms and Conditions contained in this agreement that directly relate to rights and responsibilities transferred to the Client Department above will also transfer. All other rights and responsibilities therein remain with COI.

9. AWARD PROCEDURES

Awards under the Framework Agreement

- 9.1 If COI decides to source Services through the Framework Agreement it will:
- 9.1.1 Identify the relevant Services Framework Lot or Label which its Services requirements fall into.
 - 9.1.2 Identify the Services Framework Contractors capable of performing the Services through the application of Lots and Labels or by inviting all suppliers within a Lot or Label to respond to a Pre-Selection Questionnaire (PSQ).
 - 9.1.3 Supplement and refine the Order Terms and Conditions only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance.
 - 9.1.4 Invite tenders by conducting a mini-competition for its Services in accordance with the Regulations and Guidance.
- 9.2 Award its Services requirements by placing an Order with the successful Services Framework contractor.
- 9.3 The Order is issued to the terms of this Framework Agreement subject to any Special Terms expressly written into the Order and constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Order supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of fraudulent misrepresentation.
- 9.4 Any amendment to the Services and/or value of the Contract as agreed at the time the Order was issued must be mutually agreed in writing. In particular, COI shall have no liability beyond the value of the Contract agreed at the time the Order was issued unless a change is mutually agreed in writing.

- 9.5 Notwithstanding the fact that COI has followed the procedures set out in this Clause 9, COI shall be entitled at all times to decline to make an award for its Services requirements. Nothing in the Framework Agreement shall oblige COI to place an Order for its Services.

Accepting and Declining Orders

- 9.6 Following receipt of an Order, the Contractor shall promptly and in any event within a reasonable period (taking into account all relevant circumstances in relation to the subject matter and nature of an Order) determined by COI acknowledge receipt of the Order and either:

9.6.1 notify COI that it declines to accept the Order; or

9.6.2 notify COI that it accepts the Order by signing and returning a copy of the Order or by any other acceptance method made permissible by COI.

10. VARIATION OF REQUIREMENT AND/OR CONTRACT

- 10.1 COI shall have the right to vary the Services at any time, subject to the variation being related in nature to the Services being provided. No such variation shall vitiate the Contract.
- 10.2 All variations will be notified in writing in accordance with Clause 50 except where a need for urgency precludes so doing in which event COI shall have the right to vary the Contract by oral instruction which shall be confirmed in writing within three working days.
- 10.3 Where the variation warrants it, a fair and reasonable adjustment to the Contract Price will be Mutually Agreed but any delay in reaching agreement will not be cause for delaying implementation of the variation. In this event a provisional adjustment to the Contract Price shall be made by COI pending Mutual Agreement.
- 10.4 Where the contract is for a fixed period, COI shall have the right to extend that period on giving fair and reasonable notice to the Contractor. Such an extension will be treated as a variation to the Services and the rights and obligations conferred in Clauses 10.1, 10.2 and 10.3 will apply.
- 10.5 The Contractor may propose a variation where he considers that a change may be beneficial or necessary. In this case:
- 10.5.1 the proposed variation shall be supported by a detailed quotation and justification;
 - 10.5.2 COI may approve or reject the proposed variation at its own discretion; and
 - 10.5.3 no variation will become effective until it is Mutually Agreed and no purported variation by any other means shall bind COI.

SECTION 2 - CONTRACTOR'S GENERAL FRAMEWORK OBLIGATIONS

11. WARRANTIES AND REPRESENTATIONS

- 11.1 The Contractor warrants and represents to COI that:
- 11.1.1 it has full capacity and authority and all necessary regulatory approvals from Regulatory Bodies and consents (including, where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under this Framework Agreement;

- 11.1.2 this Framework Agreement is executed by a duly authorised representative of the Contractor;
- 11.1.3 in entering into this Framework Agreement or any Contract it has not committed any Fraud;
- 11.1.4 as at the Commencement Date, all information, statements and representations contained in the Tender and the PSQ Response (including statements made in relation to the categories referred to in Regulations 23, 24 and 25 of the Regulations) for the Services are true, accurate and not misleading save as may have been specifically disclosed in writing to COI prior to the execution of this Framework Agreement and it will promptly advise COI of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
- 11.1.5 it has not entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made in respect of the Framework Agreement;
- 11.1.6 it has not caused or induced any person to enter such agreement referred to in Clause 11.1.5 above;
- 11.1.7 it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other tender or proposed tender for Services under the Framework Agreement;
- 11.1.8 it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916;
- 11.1.9 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 which 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 COI or Other Contracting Bodies;
- 11.1.10 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 Contract which may be entered into with COI;
- 11.1.11 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 Contractor 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 Contractor's assets or revenue; and
- 11.1.12 in the three (3) years prior to the date of this Framework Agreement:-
- (a) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

- (b) it has been in full compliance with all applicable securities laws and regulations in the jurisdiction in which it is established; and
 - (c) it has not performed any act or omission with respect to its financial accounting or reporting which could have an adverse effect on the Provider's position as an ongoing business concern or its ability to fulfil its obligations under this Framework Agreement.
- 11.1.13 it has the skills and staff necessary to carry out the Services in accordance with best professional practice and that it in fact will do so.
- 11.1.14 where required, all personnel used to provide the Services will be vetted in accordance with Good Industry Practice or COI's Information Assurance Policies.
- 11.1.15 in performing its obligations under this Framework Agreement, all Software used by or on behalf of the Contractor will be currently supported versions of that Software and perform in all material aspects in accordance with its specifications.

12. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

- 12.1 The Contractor shall not offer, give or agree to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this or any other Contract with the Crown, or for showing or not showing favour or disfavour to any Person in relation to this or any other Contract with the Crown. The attention of the Contractor is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916.
- 12.2 The Contractor shall not enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made particulars of any such commission and the terms and conditions of any such agreement for the payment of it have been disclosed in writing to COI.
- 12.3 If the Contractor, its Staff or any person acting on the Contractor's behalf, engages in conduct prohibited by Clauses 12.1 or 12.2 above or commits any offence under the Prevention of Corruption Acts 1889 to 1916 COI may:-
- 12.3.1 terminate the Framework Agreement with immediate effect by giving notice in writing to the Contractor and recover from the Contractor the amount of any loss suffered by COI resulting from the termination; or
 - 12.3.2 recover in full from the Contractor and the Contractor shall indemnify COI in full from and against any other loss sustained by COI in consequence of any breach of this Clause, whether or not the Framework Agreement has been terminated.
- 12.4 In exercising its rights or remedies under this Condition, COI shall:
- 12.4.1 act in a reasonable and proportionate manner having regard to such matters as the gravity of the offence and the identity of the person

performing the Prohibited Act; and

12.4.2 give all due consideration, where appropriate, to action other than termination of the Contract, including (but without limitation to) requiring the Contractor to terminate a sub-contract where the Prohibited Act is that of a Sub-Contractor or requiring the Contractor to procure the dismissal of an employee (whether his own or that of a Sub-Contractor) where the Prohibited Act is that of such employee.

13. CONFLICTS OF INTEREST

13.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff are placed in a position where (in the reasonable opinion of COI) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or Staff and the duties owed to COI under the provisions of this Framework Agreement or any Call-Off Contract.

13.2 The Contractor shall promptly notify and provide full particulars to COI or the relevant Other Contracting Body if such conflict referred to in Clause 13.1 above arises or is reasonably foreseeable to arise.

13.3 COI reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Contractor and/or to take such other steps it deems necessary where, in the reasonable opinion of COI, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to COI under the provisions of this Framework Agreement or any Contract. The action of COI pursuant to this Clause shall not prejudice or affect any right of action or remedy, which shall have accrued or shall thereafter accrue to COI.

13.4 COI reserves the right to request that a Contractor periodically provides information regarding the political activity of its staff, directors, shareholders and paid consultants.

13.5 This Clause shall apply during the Term and for a period of two (2) years after its termination or expiry.

14. SAFEGUARD AGAINST FRAUD

The Contractor shall safeguard COI's funding of the Framework Agreement and any Contract against Fraud generally and, in particular, Fraud on the part of the Contractor or its Staff. The Contractor shall notify COI immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

15. CONTRACT PERFORMANCE

15.1 The Contractor shall perform all Contracts entered into with COI in accordance with:

15.1.1 the requirements of this Framework Agreement;

15.1.2 the terms and conditions of the respective Contracts; and

15.1.3 the reasonable satisfaction of COI's Designated Officer.

- 15.2 The Contractor will monitor his performance, the performance of his staff and the performance of his Sub-Contractors and will notify the Designated Officer immediately if there is any risk that the agreed content and/or quality and/or timeliness of the Services may not be met.
- 15.3 The Contractor shall be deemed to have satisfied himself as regards the nature and extent of the Services, the supply of and conditions affecting labour and the equipment necessary for the performance of the Service, subject to all such matters being discoverable by the Contractor.

16. STATUTORY REQUIREMENTS

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

17. DISCRIMINATION

- 17.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise).
- 17.2 The Contractor shall take all reasonable steps to secure the observance of Clause 17 .1 by all servants employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Framework Agreement.

SECTION 3 - CONTRACTOR'S INFORMATION OBLIGATIONS

18. PROVISION OF MANAGEMENT INFORMATION

- 18.1 The Contractor shall submit Management Information to COI as required under the Framework Agreement and in respect of any Contract entered into with COI at such time and in such format as may be specified or as Mutually Agreed.
- 18.2 The submission and receipt of any Management Information shall not prejudice the rights of either Party.
- 18.3 COI may make changes to the Management Information which the Contractor is required to supply and shall give the Contractor at least one (1) month's written notice of any changes.

19. RECORDS AND AUDIT ACCESS

- 19.1 The Contractor shall keep and maintain until six (6) 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, records of all expenditures that are reimbursable by COI and all payments made by COI. These include but are not limited to records of the hours worked and costs incurred by the Contractor or any employees of the contractor in connection with the Services.
- 19.2 The Contractor shall keep the records and accounts referred to in Clause 19.1 above in accordance with good accountancy practice.

- 19.3 The Contractor shall afford COI and/or the Auditor such access to such records and accounts as may be required from time to time.
- 19.4 The Contractor shall provide such records and accounts (together with copies of the Contractor's published accounts) during the Term and for a period of six (6) years after expiry of the Term to COI and the Auditor.
- 19.5 COI shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Contractor or delay the provision of the Services pursuant to the Contracts, save insofar as the Contractor accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of COI.
- 19.6 Subject to COI's rights of confidentiality, the Contractor shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:-
- 19.6.1 all information requested by the Auditor within the scope of the Audit;
 - 19.6.2 reasonable access to sites controlled by the Contractor and to equipment used in the provision of the Services; and
 - 19.6.3 access to the Staff.
- 19.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 19, unless the Audit reveals a Default by the Contractor in which case the Contractor shall reimburse COI for COI's reasonable costs incurred in relation to the Audit.

20. CONFIDENTIALITY

- 20.1 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Framework Agreement, each Party shall:-
- 20.1.1 treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
 - 20.1.2 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 the Framework Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Framework Agreement.
- 20.2 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from COI under or in connection with the Agreement:-
- 20.2.1 is given only to such of its Staff and professional advisors engaged to advise it in connection with the Framework Agreement as is strictly necessary for the performance of the Framework Agreement and only to the extent necessary for the performance of the Framework Agreement; and
 - 20.2.2 is treated as confidential and not disclosed (without prior Approval) or used by any Staff or professional advisors otherwise than for the purposes of the Framework Agreement.

- 20.3 The Contractor shall ensure that its Staff and its professional advisors are aware of the Provider's confidentiality obligations under the Framework Agreement and shall use its best endeavours to ensure that its Staff and professional advisors comply with the Contractor's confidentiality obligations under this Framework Agreement. Should COI so request, the contractor shall ensure that all Staff involved in the performance of a Contract sign a confidentiality undertaking in a form provided by COI before commencing work in connection with the provision of the Services.
- 20.4 Should COI so request, the Contractor shall ensure that all Staff employed in the performance of a Contract provide full details of their current security vetting status before commencing work in connection with the provision of the services.
- 20.5 The Contractor shall not use any Confidential Information it receives from COI otherwise than for the purposes of the work that comes under the Framework Agreement.
- 20.6 The provisions of Clauses 20.1 to 20.4 shall not apply to any Confidential Information received by one Party from the other:-
- 20.6.1 which is or becomes public knowledge (otherwise than by breach of this Clause);
 - 20.6.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - 20.6.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 20.6.4 which is independently developed without access to the Confidential Information; or
 - 20.6.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clauses 24 and 51.
- 20.7 Nothing in Clauses 20.1 to 20.4 shall prevent COI disclosing any Confidential Information obtained from the Contractor:-
- 20.7.1 for the purpose of the examination and certification of COI's accounts;
 - 20.7.2 for the purpose of any examination of the economy, efficiency and effectiveness with which COI has used its resources by the Auditor;
 - 20.7.3 to any government department or any other Contracting Authority. All government departments or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not disclosed to a third party which is not part of any government department or any Contracting Authority; or

20.7.4 to any consultant, contractor or other person engaged by COI;

provided that, in disclosing information under sub-paragraph 20.7.3, COI discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

- 20.8 Nothing in Clauses 20.1 to 20.4 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Framework Agreement or the Contracts in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.
- 20.9 In the event that the Contractor fails to comply with Clauses 20.1 to 20.4, COI reserves the right to terminate the Framework Agreement with immediate effect by giving notice in writing to the Contractor.
- 20.10 Clauses 20.1 to 20.4 are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.
- 20.11 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of this Framework Agreement or the Contracts, the Contractor undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice and in accordance with the requirements outlined in Clause 69.
- 20.12 The Contractor will immediately notify COI of any breach of security in relation to Confidential Information and all data obtained in the performance of this Framework Agreement and the Contracts and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Contractor's obligations under Clauses 20.1 to 20.4. The Contractor will co-operate with COI in any investigation that COI considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

21. OFFICIAL SECRETS ACT

21.1 The Contractor shall comply with and shall ensure that its Staff comply with, the provisions of:-

21.1.1 the Official Secrets Act 1911 to 1989; and

21.1.2 Section 182 of the Finance Act 1989.

21.2 In the event that the Contractor or its Staff fail to comply with this Clause 21, COI reserves the right to terminate this Framework Agreement with immediate effect by giving notice in writing to the Contractor.

22. INFORMATION SECURITY MANAGEMENT

The Contractor shall take all reasonable measures necessary to comply with the provisions of the International Standard ISO27001, "The Code of Practice for Information Security Management", in connection with the provision of the Services.

23. DATA PROTECTION

- 23.1 For the purposes of this Clause 23, the terms "Data Controller", "Data Processor", "Personal Data", "Process" and "Processing" shall have the meaning prescribed under the DPA.
- 23.2 The Contractor shall (and shall procure that all of its Staff) comply with any notification requirements under the DPA and both Parties will duly observe all of their obligations under the DPA which arise in connection with this Framework Agreement.
- 23.3 Notwithstanding the general obligation in Clause 23.2, where the Contractor is Processing Personal Data as a Data Processor for COI the Contractor shall:-
- 23.3.1 Process the Personal Data only in accordance with instructions from COI as set out in this Framework Agreement or as otherwise notified by COI;
 - 23.3.2 comply with all applicable laws;
 - 23.3.3 Process the Personal Data only to the extent and in such manner as is necessary for the provision of the Contractor's obligations under the Framework Agreement;
 - 23.3.4 Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure;
 - 23.3.5 take reasonable steps to ensure the reliability of its employees and agents who may have access to the Personal Data and use all reasonable endeavours to ensure that such persons have sufficient skills and training in the handling of Personal Data;
 - 23.3.6 not cause or permit the Personal Data to be transferred outside the European Economic Area without the prior written consent of COI;
 - 23.3.7 not disclose the Personal Data to any third parties in any circumstances other than with the written consent of COI or in compliance with a legal obligation imposed upon COI; and
 - 23.3.8 co-operate with COI to enable COI to comply with any request under section 7 of the DPA.
- 23.4 The provisions of this Clause shall apply during the Term and indefinitely after its expiry.

24. FREEDOM OF INFORMATION

- 24.1 COI, being a government department is subject to the Freedom of Information Act 2000 (FOIA). COI is therefore obliged to respond to valid requests for information within twenty days of a request being received.
- 24.2 The Contractor recognises that requests may be received for information regarding the Contract including information about how it was awarded, the services to be provided, the cost, etc. Where it is right and appropriate to do so, COI will claim exemption from providing such information insofar as the Act allows. (In particular under Section 41, where the information has been provided in confidence, and Section 43, where the release of information is likely to prejudice the Contractor's commercial interests.) Where information is to be released that relates to the Contract or the Contractor, COI will make reasonable efforts to consult with the Contractor. The Contractor recognises COI's legal obligation to respond within twenty days and the need for speedy conclusion to such consultation if his views are

to be taken into account.

- 24.3 Should COI need to provide information under the Act that is held by the Contractor rather than COI then the Contractor undertakes to provide such information within five working days of COI requesting it or to provide valid reasons why the information is not available or will take longer to produce. (The Contractor is reminded of his obligations under Clause 19 to preserve information about the contract.)
- 24.4 Any request for information under the Act sent directly to the Contractor must be forwarded to COI for reply.
- 24.5 Clauses 24.1 to 24.4 will continue to apply after the completion or earlier termination of the contract.
- 24.6 COI will provide further details of the Freedom of Information Act 2000 (FOIA) should the Contractor so request

25. PUBLICITY

- 25.1 Unless otherwise directed by COI, the Contractor shall not make any press announcements or publicise this Framework Agreement or any subsequent Contracts in any way without COI's prior written consent. In particular, the Contractor shall not refer to COI, its Client Department(s) or a Contract in any advertisement, public relations material, promotional material, press release or awards entry or in any proposal or tender without COI's prior consent in writing.
- 25.2 No information regarding the Services shall be given to third parties by the Contractor except with prior permission of COI in writing, which will not be unreasonably withheld. In particular, the Contractor shall not communicate with representatives of the press, radio, television or other communications media about the Services without specific permission in writing from COI, to whom any press or other enquiry must be addressed.
- 25.3 The Contractor shall not use information obtained during the performance of a Contract for the solicitation of business from COI, its Client Department(s), any other part of the Crown or any third party without the prior permission of COI in writing, which will not be unreasonably withheld.
- 25.4 COI shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon COI, including any examination of this Framework Agreement by the Auditor or otherwise.
- 25.5 The Contractor shall not do anything which may damage the reputation of COI or bring COI into disrepute.

SECTION 4 - TERMINATION, BREAK AND SUSPENSION

26. TERMINATION

Termination on Default

- 26.1 COI may terminate a Contract by written notice to the Contractor with immediate effect if the Contractor is in default of any obligation under the Contract and:
 - 26.1.1 the default is a fundamental breach of the Contract; or
 - 26.1.2 the default is not capable of remedy; or
 - 26.1.3 the Contractor has not remedied the default to the satisfaction of COI

within 30 days, or such other period as may be reasonably specified by COI, after service of written notice specifying the default and requiring it to be remedied.

26.1.4 where the Contractor is an individual, if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983.

Termination on Insolvency and Change of Control

26.2 COI may terminate the Framework Agreement or Contract with immediate effect by notice in writing where the Contractor is a company and in respect of the Contractor:

26.2.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

26.2.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

26.2.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or

26.2.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

26.2.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

26.2.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or

26.2.7 being a "small company" within the meaning of Section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

26.2.8 is fully acquired by another Company resulting in a new Company being formed with a new Company Registration number; or

26.2.9 any event similar to those listed in Clause 26.2.1 to Clause 26.2.8 occurs under the law of any other jurisdiction.

26.3 The Contractor shall notify COI immediately if the Contractor undergoes a change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988 ("**Change of Control**"). COI may terminate the Framework Agreement or Contract by giving notice in writing to the Contractor with immediate effect within six (6) Months of:-

26.3.1 being notified that a Change of Control has occurred; or

26.3.2 where no notification has been made, the date that COI becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control unless there is a tangible change in the service levels provided.

27. CONSEQUENCES OF TERMINATION

- 27.1 If COI terminates the Contract under Clause 26.1 and then makes other arrangements for the provision of the Services, COI shall be entitled to recover from the Contractor the cost of making those other arrangements and any additional expenditure incurred by COI throughout the remainder of the Contract Period. Where the Contract is terminated under Clause 26.1, no further payments shall be payable by COI until COI has established the final costs of making those other arrangements.

28. BREAK

- 28.1 COI shall have the right to terminate the Contract at any time by giving a minimum thirty days notice to the Contractor in writing.
- 28.2 COI may extend the period of notice at any time before it expires subject to the level of Services to be provided during the period of extension and the Price to be paid being Mutually Agreed

29. CONSEQUENCES OF BREAK

- 29.1 If COI terminates the Contract, or terminates the provision of any part of the Services, under Clause 28, COI shall reimburse the Contractor in respect of any loss, not including loss of profit, actually and reasonably incurred by the Contractor as a result of the termination, provided that the Contractor takes immediate and reasonable steps, consistent with the obligation to provide the services during the period of notice, to terminate all Contracts with sub-contractors on the best available terms, to cancel all capital and recurring cost commitments and to reduce equipment and labour costs as appropriate.
- 29.2 For the purpose of Clause 29.1 the Contractor shall submit to COI, within 20 working days after service of the notice, a fully itemised and costed list, with supporting evidence of all losses incurred by the Contractor as a result of the termination of the Contract, or the termination of any part of the Services, to be updated only in respect of ongoing costs each week until the Contract is terminated.

30. TERMINATION OF THE FRAMEWORK

- 30.1 In addition to the reasons set out in Clause 26.2, COI may at any time by notice in writing terminate this Framework Agreement as from the date of service of such notice, or a later date specified in such notice, if any of the termination events specified in this Clause 30.2 to 30.5 occur.
- 30.2 The Contractor or its directors or any other person who has powers of representation, decision or control of the company has been convicted of any of the offences detailed in Part 4 of the Public Contracts Regulations 2006.
- 30.3 The Contractor is in Default of any obligation under this Agreement and:
- 30.3.1 The Default is capable of remedy and the Contractor shall have failed to remedy the Default within thirty (30) days of written notice to the Contractor specifying the Default and requiring its remedy; or
 - 30.3.2 The Default is not capable of remedy.
- 30.4 A change of control as defined by Section 416 of the Income and Corporation Taxes Act 1988, in the Contractor or its Parent Company where the proposed new owner has:

- 30.4.1 Been convicted of a criminal offence relating to the conduct of its business or profession; or
 - 30.4.2 Committed an act of grave misconduct in the course of its business or profession; or
 - 30.4.3 Failed to comply with any obligations relating to the payment of any taxes or social security contributions; or
 - 30.4.4 Made any serious misrepresentations in the tendering process for any project or matter in which the public sector has or had a significant participation.
- 30.5 Where (in the reasonable opinion of COI), there is a detrimental change in the financial standing and/or the credit rating of the Contractor which adversely impacts on the Contractor's ability to supply Services under this Framework Agreement.
- 30.6 For the avoidance of doubt, the termination of this Framework Agreement shall not affect the validity of any extant Contract.

31. SUSPENSION OF THE FRAMEWORK

Without prejudice to COI's rights to terminate the Framework Agreement in Clause 30 above, COI may immediately suspend the Contractor's appointment to supply Services in any or all Contractor's Lots by giving notice in writing to the Contractor. If COI provides notice to the Contractor in accordance with this Clause 31, the Contractor's appointment shall be suspended for the period set out in the notice or such other period notified to the Contractor in writing from time to time.

32. SUSPENSION OF THE SERVICES

- 32.1 COI reserves the right to require the Contractor to suspend all activity on the Contract for a period specified by COI:
- 32.1.1 during the period of any local, Parliamentary or European election campaign(s); or
 - 32.1.2 to comply with any emergency orders issued by the Government; or
 - 32.1.3 in the case of any event which in the reasonable opinion of COI would make it temporarily inappropriate to continue the project.
- 32.2 Such an event will be treated as a variation to the Services under Clause 10. COI will pay valid costs incurred by the Contractor up to the time of the suspension of the Service but accepts no liability in respect of any expenditure or commitment incurred during the period of the suspension except as otherwise Mutually Agreed.
- 32.3 If the Contractor believes that the suspension will cause him extra, unavoidable costs he will notify COI within two working days of receiving notice of the suspension and within five working days will provide an itemised and costed break-down using estimates if actuals are not possible.

SECTION 5 - INSURANCE AND LIABILITY

33. LIABILITY

- 33.1 Neither Party excludes or limits its liability for:-
- 33.1.1 death or personal injury caused by its negligence, or that of its Staff;
 - 33.1.2 fraud or fraudulent misrepresentation by it or its Staff; or

- 33.1.3 breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 33.2 COI shall have no liability for damages caused by the Contractor or his Staff to third parties in the course of the supply of the Services.
- 33.3 Subject to Clause 33.1, the Contractor shall indemnify COI against all actions and claims for damages, expenses or costs instigated by third parties (including any servant or agent of the Contractor or of the Crown) in respect of any loss or damage or personal injury (including death) arising out of any action or omission by the Contractor.
- 33.4 Subject to Clause 33.1, in no event shall either Party be liable to the other for any:
 - 33.4.1 loss of profits;
 - 33.4.2 loss of business;
 - 33.4.3 loss of revenue;
 - 33.4.4 loss of or damage to goodwill;
 - 33.4.5 loss of savings (whether anticipated or otherwise); and/or
 - 33.4.6 any indirect or consequential loss or damage.
- 33.5 COI may, amongst other things, recover as a direct loss:
 - 33.5.1 any additional operational and/or administrative expenses arising from the Contractor's default;
 - 33.5.2 any wasted expenditure or charges rendered unnecessary and/or incurred by COI arising from the Contractor's default; and
 - 33.5.3 the additional cost of procuring replacement Services for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Contractor.
- 33.6 Similarly, COI shall indemnify the Contractor against all actions and claims for damages, expenses or costs arising out of any act or omission by COI.

34. INSURANCE

- 34.1 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's provision of the Services under this Framework Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the duration of this Framework Agreement and for a minimum of 6 (six) years following the expiration of this Framework Agreement.
- 34.2 The Contractor shall hold Employer's Liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.
- 34.3 Any excess or deductibles under such insurance referred to in Clause 34.1 and 34.2 shall be the sole and exclusive responsibility of the Contractor.

- 34.4 The Contractor shall give COI, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or clear evidence of payment of the latest premiums due under those policies.
- 34.5 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by this Framework Agreement, COI may take alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 34.6 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities arising under the Framework Agreement. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause 34.2.

35. TAXATION, NATIONAL INSURANCE AND EMPLOYMENT LIABILITY

The Parties acknowledge and agree that Contracts for the provision of Services does not constitute a contract of employment. The Contractor shall at all times indemnify COI and keep COI indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstance whereby COI is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue and Customs or arising from termination or expiry of the Contract.

SECTION 6 - OTHER PROVISIONS

36. TIME OF PERFORMANCE

- 36.1 The Contractor shall carry out the Services for the period and/or in accordance with the timescales set out in the Order. In the event that the order does not specify any timescales, the Contractor shall comply with any reasonable timescales notified by COI.
- 36.2 COI may by written notice require the Contractor to execute the Services in such order as COI may reasonably decide. In the absence of such notice, the Contractor shall submit such detailed programmes of work and progress reports as COI may from time to time require.
- 36.3 The Contractor shall notify COI immediately if it becomes aware of any event that it believes is likely to delay or impede the performance of the Services.
- 36.4 In the event that the Contractor fails to meet a date or dates set out in the Order it shall, on the request of COI, and without prejudice to COI's other rights and remedies, arrange to provide all such additional resources as are necessary to fulfil its obligations at no extra cost to COI.

37. LOSSES AND MISTAKES

- 37.1 The Contractor will be responsible for paying for losses or rectifying mistakes resulting from:
- 37.1.1 unauthorised departures from the Project Brief; or
 - 37.1.2 physical loss or damage to material before transfer to either COI or the Client Department.

38. PRICE

The Price Mutually Agreed at the award of the Contract or by a variation Mutually Agreed under Clause 10, shall be the maximum total price for the Services including the cost of all labour, Materials, equipment, holiday relief or substitute as and when necessary, overheads and all other costs incurred by the Contractor in connection with the proper execution of the Contract.

39. COI DIRECTION & CONTRACTUAL RESPONSIBILITY

- 39.1 The Contractor will deliver the Contract under the direction of the Designated Officer nominated by COI. The Contractor will comply with all the Designated Officer's reasonable requests within the scope and budget of the Contract.
- 39.2 Contractors have a contractual responsibility solely to COI. In particular, COI shall have no liability for any additional work carried out at the request of a third party (including the Client Department where one exists) unless the change to the requirement has been Mutually Agreed in advance of the work starting. It is also expected that Contractors project managers will alert COI to any direct contact of this nature, which has not been pre-authorised.
- 39.3 When the Client Department is responsible for Project Management, Clause 39.2 shall not apply.

40. CONTRACTOR'S PERSONNEL

- 40.1 The Contractor shall provide and maintain an organisation having the necessary facilities and employees of appropriate qualifications and experience to undertake the Services.
- 40.2 All Staff deployed on work relating to the Contract must have appropriate qualifications and competence and in all respects be acceptable to COI. Where so required, full particulars of Staff to be so employed shall be provided in advance to the Designated Officer for confirmation of acceptability.
- 40.3 All Staff deployed on work relating to the Contract, including any Sub-Contractor and his Staff, must have a legal right to be employed on such work in the UK including, where a person's nationality requires it, the holding of a valid and current work permit. COI reserves the right to treat any breach of this Clause as a fundamental breach of the Contract and to invoke Clause 26.
- 40.4 The Contractor shall provide, at all times, the number of Staff required to fulfil his obligations under the Contract.
- 40.5 "Key Staff" means those Staff specifically named by the Contractor as providing the Services. The Contractor shall take all reasonable steps to avoid changes of Key Staff except whenever changes are unavoidable or of a temporary nature caused by sickness, etc. Whenever possible, the Contractor will give at least one month's notice of proposals to change Key Staff (for a permanent or temporary period) and replacements will not be appointed without the approval of COI. That approval will not be unreasonably withheld.
- 40.6 If COI gives the Contractor notice that any member of his Staff is not to be admitted to or is to be removed from the premises of COI, the Client Department or any other Crown body, the Contractor shall take immediate steps to comply with such notice. If required by COI the Contractor shall replace any person removed under this Clause with another suitably qualified person. The decision of COI as to whether any person is to be admitted to the said premises shall be final and conclusive. COI reserves the right not to give

reasons for refusing admission.

41. SECURITY AND USE OF PREMISES

- 41.1 The Contractor shall comply and shall ensure that its staff, sub-contractors or agents comply with any rules or regulations applied by COI, the Client Department or any other Crown Body in relation to security at its premises.
- 41.2 The Contractor shall keep the Premises reasonably clean and tidy while the Services are being performed and shall leave them clean and tidy upon completion.
- 41.3 The Contractor shall make good or pay the costs of making good any damage to the Premises (and any fixtures and fittings of the Premises) done by its employees, agents or sub-contractors other than fair wear and tear.
- 41.4 The Contractor shall occupy the Premises as a licensee.
- 41.5 The Contractor shall co-operate with any other person, firm or company which is providing services to COI or the Client Department at the same time as the Contractor.

42. EQUIPMENT

- 42.1 Unless otherwise agreed, the Contractor shall provide any and all Equipment necessary for the provision of the Services.
- 42.2 The Contractor shall maintain all items of Equipment in good and serviceable condition.
- 42.3 All Equipment shall be at the risk of the Contractor and COI shall have no liability for any loss or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the negligence or default of COI.

43. PAYMENT

- 43.1 In consideration of the carrying out the Services by the Contractor, COI shall pay the Contractor the Price.
- 43.2 The Contractor shall submit invoices to COI at the times and/or intervals Mutually Agreed.
- 43.3 Each invoice will contain the appropriate Authority reference(s) and a break down of the charges as required by COI. Invoices will be supported by whatever evidence COI reasonably decides is necessary.
- 43.4 Unless otherwise Mutually Agreed, payment of valid invoices submitted in arrears for work completed to the satisfaction of COI will be made within 30 days of receipt.
- 43.5 In addition to the Contract Price, COI shall pay the Contractor a sum equivalent to any Value Added Tax (VAT) chargeable in respect of the Services. Where VAT is to be charged by the Contractor it shall be shown separately on all invoices as a strictly net extra charge.
- 43.6 COI may reduce payment in respect of any Services that the Contractor has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of COI.

44. RECOVERY OF SUMS DUE

If any sum is recoverable from or payable by the Contractor under the Contract, that sum may be deducted from any sum then due or which at a

later date becomes due to the Contractor under the Contract or under any other agreement with COI.

45. INTELLECTUAL PROPERTY RIGHTS

- 45.1 "Original Materials" are Materials generated by the Contractor and/or his Sub-Contractor(s) and delivered to COI or the Client Department in the performance of the Services. The Contractor hereby assigns to the Crown ownership of and all Intellectual Property Rights in Original Materials upon receipt of full payment. The Contractor shall ensure where necessary that he secures the necessary rights to effect such vesting in the Crown. The Contractor shall not reproduce, publish or supply Original Materials to any party other than COI without the prior approval of COI in writing.
- 45.2 "Non-Original Materials" are any materials including standard software used for the provision of the Services that have been designed and produced outside the terms of the Contract by the Contractor or by a third party who has granted a licence for their use. The Contractor shall ensure that the necessary rights are obtained for the planned use of Non-Original Materials.
- 45.3 "COI-Materials" are any Materials which COI has supplied to the Contractor or which COI has specified for use by the Contractor. COI shall ensure that the necessary rights are held or obtained for the planned use of COI-Materials
- 45.4 The Contractor shall indemnify COI against the full costs and liabilities of any claims of an infringement or alleged infringement of the Intellectual Property Rights of any third party arising from the use of Original Materials and/or Non-Original Materials by the Contractor or by the Crown.
- 45.5 COI shall indemnify the Contractor against the full costs and liabilities of any claims of an infringement or alleged infringement of the Intellectual Property Rights of any third party arising from the use by the Contractor or by the Crown of COI-Materials.
- 45.6 Where any claim for infringement of rights is made by a third party, the Party which is required to provide an indemnity under Clauses 45.4 and 45.5 shall have the right to conduct, or take over the conduct of, the defence to the claim and to any proceedings or action brought by the third party.

46. HEALTH AND SAFETY

- 46.1 The Contractor shall notify COI of any health and safety hazards which may arise in connection with the performance of this Contract.
- 46.2 Where the Services are being carried out at land or Premises owned by COI or the Client Department, COI or the Client Department shall notify the Contractor of any health and safety hazards which may exist or arise at its Premises and which may affect the Contractor. The Contractor shall draw these hazards to the attention of any of its employees, sub-contractors or agents who may be affected by them and instruct such persons in connection with any necessary safety measures.

47. TRANSFER AND SUB-CONTRACTING OF THE FRAMEWORK AGREEMENT

- 47.1 The Framework Agreement is personal to the Contractor and the Contractor shall not assign, novate or otherwise dispose of the Framework Agreement or any part thereof without the previous consent in writing of COI. The Contractor shall not be entitled to sub-contract any of its rights or obligations under this Framework Agreement.

47.2 COI shall be entitled to:-

47.2.1 assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement or any part thereof to any Other Contracting Body; or

47.2.2 novate the Framework Agreement to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by COI;

provided that such assignment, novation or disposals shall not increase the burden of the Contractor's obligations under the Framework Agreement.

48. TRANSFER AND SUB-CONTRACTING OF CONTRACTS

48.1 The Contractor shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without the previous consent in writing of COI. Such consent shall not be unreasonably withheld.

48.2 COI reserves the right to approve Sub-Contractors before they are appointed and to view sub-contracts before consenting to their being let.

48.3 The Contractor shall be responsible for acts and omissions of his Sub-Contractors as though they were his own.

48.4 Where the Contractor enters into a sub-contract for the provision of any part of the Services he shall ensure that the sub-contract has a term requiring the Contractor to pay the sub-contractor within 30 days of receipt of a valid invoice.

49. RIGHTS OF THIRD PARTIES

This Framework Agreement and any subsequent Contracts shall not create any rights that are enforceable by anyone other than the Parties.

50. NOTICES

50.1 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.

50.2 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), by facsimile transmission or electronic mail (confirmed in either case by letter). Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

51. ENVIRONMENTAL MATTERS

51.1 The Contractor is aware of the Environmental Information Regulations 2004 and the legal obligations they impose. In addition, the Supplier shall ensure that during the performance of the Contract they will:

518.1.1 perform the Contract in accordance with COI's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment;

51.1.2 pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Services or the Environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling;

51.1.3 take all reasonable precautions to ensure that any equipment and materials used in the provision of the Services do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case COI shall be notified in advance of their use; and

51.1.4 endeavour to reduce fuel emissions wherever possible.

52. BUSINESS CONTINUITY

The Contractor will have in place and will invoke in the event of an emergency, appropriate and timely business continuity procedures to ensure the Services are provided throughout the entire duration of the Contract. The Contractor will use all reasonable endeavours to comply with any business continuity procedures that COI may invoke in the event of an emergency.

53. SECURITY OF MATERIALS

53.1 The Contractor shall maintain appropriate security procedures to protect Materials and/or Issued Property from destruction, damage, loss and unauthorised access or alteration.

53.2 On request, the Contractor shall allow COI reasonable access to the premises at which Materials and/or Issued Property are stored to check on the procedures and safeguards in place.

53.3 If Materials and/or Issued Property are lost, destroyed, damaged or altered without the consent of COI, the Contractor shall restore those Materials without charge or reimburse COI with the cost of having those Materials and/or Issued Property restored elsewhere.

54. FORCE MAJEURE

54.1 For the purposes of this Clause 54 "Force Majeure" means any event or occurrence that is outside the reasonable control of the Party concerned and shall include, but not be limited to, acts of nature, war, civil disturbance, terrorist action, fire, flood, explosion and industrial action (but excluding industrial action by staff of the Contractor, COI or their sub-contractor(s)).

54.2 Neither Party shall be liable to the other Party by reason of any failure or delay in performing its obligations under the Contract that is due to Force Majeure where there is no practical means available to the Party concerned to avoid such failure or delay.

54.3 If either Party becomes aware of any circumstances of Force Majeure which will or may give rise to any such failure or delay that Party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other Party of the period for which it estimates that the failure or delay will continue.

54.4 Any failure or delay by the Contractor or COI in performing their obligations under the Contract which results from any failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to Force Majeure only if that agent, Sub-Contractor or supplier is itself impeded in complying with an obligation to the Contractor by Force Majeure.

55. SEVERABILITY

- 55.1 If any provision of the Framework Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Framework Agreement had been executed with the invalid provision eliminated.
- 55.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Framework Agreement, COI and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

56. RE-TENDERING AND HANDOVER

- 56.1 In the event that a different organisation is required to take on the Services at the expiry or termination of the Framework Agreement or Contract, the Contractor shall co-operate in arrangements for the transfer so as to reduce to a minimum any interruption in the Services.
- 56.2 Except as allowed for below, such arrangements shall be regarded as variations to the Services under Clause 10.
- 56.3 In the period leading up to the handover of the Services:
- 56.3.1 Within 21 days of being so requested by COI, the Contractor shall provide, and thereafter keep updated, such information and access to Site and Staff as is reasonably required by COI to prepare invitation to tender documents for the future provision of the Services.
 - 56.3.2 This information shall be provided free of charge to COI.
 - 56.3.3 COI shall take all reasonable precautions to ensure that the information so provided is given only to service providers who have qualified to tender for the future provision of the Services. COI shall require that such service providers undertake in writing to treat that information in confidence, to use it only for the preparation of their tenders and to restrict its distribution solely to those staff involved in preparing their tenders.
 - 56.3.4 The Contractor will co-operate in all other ways reasonably requested by COI.
- 56.4 At the time of the handover of the Services:
- 56.4.1 The Contractor shall co-operate fully with COI in order to achieve an effective transfer without disruption to the provision of the Services.
 - 56.4.2 Without charge, the Contractor shall allow COI, or any party nominated by COI, full access to all documents, reports, summaries and any other information necessary for the transfer.
 - 56.4.3 Without charge, the Contractor shall transfer to COI, or any party nominated by COI, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued electronic format, to operate on a proprietary software package available to COI.
 - 56.4.4 The Contractor shall indemnify COI against any claim made at any time by any person arising from any deficiency or inaccuracy in the

information that the Contractor provides.

- 56.4.5 Until the transfer is completed, the Contractor shall not change the Staff nominated to provide the Services except as allowed under Clause 40.

57. TRANSFER OF UNDERTAKING (PROTECTION OF EMPLOYEES) REGULATIONS (“TUPE”)

- 57.1 The Contractor shall notify COI in writing if he believes that the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply in respect of the transfer of the Services. COI shall ensure that prospective suppliers are notified accordingly.
- 57.2 Similarly, COI will notify the Contractor in writing if any prospective supplier believes the Regulations will or might apply.
- 57.3 If COI notifies the Contractor in writing that it intends to re-tender some or all of the Services under this agreement and the Contractor subsequently receives a letter from a prospective supplier who intends to tender for the Services asking the Contractor to agree to be bound by the ISBA/IPA TUPE Protocol (as amended by ISBA and the IPA from time to time) (the “Protocol”), the Contractor will agree with the prospective supplier to be bound by the Protocol.

58. WAIVER

- 58.1 The failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- 58.2 No waiver shall be effective unless it is communicated to the other Party in writing.
- 58.3 A waiver of any right or remedy arising from a breach of Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

59. DISPUTE RESOLUTION

- 59.1 Before resorting to litigation, the Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Framework Agreement or Contract.
- 59.2 If the parties are unable to resolve the dispute, either party may, at any time, refer the dispute to mediation by a neutral advisor or mediator (“the Mediator”).
- 59.3 If the Parties are unable to agree on a Mediator within 7 days of the request by one party to refer the dispute to mediation, they shall apply to the Centre for Dispute Resolution (“CEDR”) to appoint a Mediator.
- 59.4 The Parties shall seek to agree directions for how the mediation is conducted and, failing agreement, they shall seek directions from the Mediator.
- 59.5 If the Parties reach agreement on the resolution of their dispute the agreement shall be made in writing and shall be binding.

60. HEADINGS

Headings to Conditions shall not affect their interpretation.

61. LAW AND JURISDICTION

Unless specified otherwise, this Framework Agreement and any subsequent Contracts shall be governed by and construed in accordance with the law of

England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales

SECTION 7 - SPECIAL PROVISIONS

62. TIME OF THE ESSENCE

- 62.1 Because of the nature of the Services to be provided, time will be of the essence of the Contract when a firm delivery date has been agreed and any late delivery will be taken as a fundamental breach on the part of the Contractor except where delay is caused:
- 62.1.1 through the fault of COI, a Client Department or another Contractor of COI; or
 - 62.1.2 through reason of Force Majeure as defined in Clause 54.
- 62.2 In the event of late delivery caused other than by the exceptions given above:
- 62.2.1 COI may withhold any or all of the outstanding value of the Contract;
 - 62.2.2 At the request of COI, the Contractor will repay any or all amounts already paid to him in respect of the Contract; and
 - 62.2.3 COI shall have the right to decide what amounts will be withheld or repaid. In exercising its rights or remedies under this clause, COI will act in a reasonable and proportionate manner paying full and proper regard to the real loss in value of the Service that the late delivery has caused.
- 62.3 In the event that late delivery results in the Services having no value to COI and no payment is made to the Contractor then Clause 45 shall not apply. The Contractor shall retain all rights in Materials he has produced and COI shall have no rights to such Materials. In the event that late delivery results in the Services having a reduced value to COI and a reduced payment is made then Clause 45 shall apply in full.
- 62.4 Default through late delivery will be treated as a fundamental breach of contract not capable of remedy when interpreting Clause 26.

63. SERVICE LEVEL STANDARDS

- 63.1 COI expects the Contractor to meet the following standards, as a minimum, for the provision of Services:
- 63.1.1 To provide a list of all team members who will work on a specific project and their respective responsibilities;
 - 63.1.2 Provision of regular status reports of all work as it progresses in a consistent format. The frequency of these needs to be agreed with the Client;
 - 63.1.3 Provision of contact reports within two working days of each Client meeting in consistent format;
 - 63.1.4 Deadlines for approval must at all times be reasonable and realistic, enabling COI and the Client sufficient time to thoroughly check the work and attain appropriate approvals where necessary;

- 63.1.5 An experienced named Account Manager to work on the project, to act as the key contact between the Contractor and COI and to attend all status meetings;
 - 63.1.6 Prompt acknowledgement of all communications from COI, and immediate notification of anticipated problems in meeting deadlines;
 - 63.1.7 Prompt responses to request for information or clarification from COI;
 - 63.1.8 Regular confirmation that work is proceeding to schedule;
 - 63.1.9 Participation in end-of-project review meetings where these are specified by COI.
- 63.2 COI reserves the right to add to these standards, as required, for individual contracts.

64. CHARGES - STAFF RATES

- 64.1 Where costs are based on day rates, the Staff Rates that shall apply are those that will be negotiated between COI and the Contractor as each contract is placed. The staff rates shall be benchmarked on those provided by the Contractor in his application to be considered for the Market Research Services Framework and shall not exceed those rates unless and until changes in those Staff Rates are Mutually Agreed.
- 64.2 The Staff Rates provided shall apply for a minimum of twelve months, as shall any subsequently agreed amendments.
- 64.3 Increases in Staff Rates shall only apply from the date at which the rates are agreed and will apply to any contracts awarded subsequent to that date. Rate increases shall not apply to contracts already in place with the Contractor prior to the rate increase, unless agreed in writing between the Contractor and the COI.
- 64.4 The Contractor shall ensure that COI is given one month notice of any increase in staff rates. Any changes in staff rates need to be mutually agreed between the COI and Contractor before they apply.
- 64.5 Fees for work outside the scope of the Staff Rates shall be Mutually Agreed.

65. CHARGES – CEILINGS, PRESENTATION, RECORDS, ETC

- 65.1 Postage, telephone, fax and similar administrative costs will be charged either at cost or as a percentage of fees, with no added on handling charge. The percentage of fees shall be no more than 6%.
- 65.2 Valid travel, subsistence and accommodation claims will be charged at reasonable rates. Valid claims for air and rail travel will be paid at economy class rates. COI accepts no liability for claims above these levels unless a variation has been agreed in advance. No commission or booking fees, whether from the Contractor or from his travel agents, are acceptable.

65.3 COI accepts no liability for the costs of courier services above the agreed ceilings and/or amounts specifically agreed for the Contract. Where no such ceilings or amounts have been agreed, COI accepts no liability at all for these costs.

65.4 When required all charges presented by the Contractor (whether as part of a tender, proposal, estimate, invoice, or for any other purpose) need to include and be broken down as follows:

- (i) Time charges – broken down into Staff, rates and time.
- (ii) Administrative charges – with a statement as to the basis on which they are to be charged.
- (iii) Bought in services – broken down into actual cost to the Contractor.
- (iv) Travel and Subsistence Costs.
- (vi) Other charges – with descriptions.

65.5 Valid receipts and supporting evidence should be kept and maintained by the Contractor for any claim under 65.1 – 65.4 in accordance with Clause 19.

66. BOUGHT IN SERVICES

66.1 COI may, if it so chooses, nominate the sub-contractors to be used for bought in services or contract them directly. COI will consult fully with the Contractor before exercising this right.

66.2 COI may, if it chooses, use COI in-house resources, business units and other COI frameworks to deliver specific services. COI will consult fully with the Contractor before exercising this right.

66.3 Examples, but not a definitive list, of the services that may be subject to 66.1 and 66.2 are as follows but not limited to:

Design, artwork and print	Direct & Relationship Marketing
Public Relations	Media Evaluation
Partnership Marketing	Digital
TV & Radio Production	Translations
Media Planning & Buying	Broadcast
Events	Sponsorship

66.4 No mark-up will be levied on bought in services.

67. PARTNERING

67.1 COI reserves the right to select more than one Contractor from this Framework at any one time to work on and deliver a campaign or project.

- 67.2 The Contractor may be expected to work with other Contractors from this Framework or any of COI's other frameworks to deliver the Services required.
- 67.3 The Contractor may be expected to deliver specific requirements in association with named contractors.
- 67.4 The Contractor may be expected to deliver specific requirements in association with COI in house teams. This may include a requirement for the Contractor's key personnel to be based at COI or client premises for an agreed period of time.

68. MARKET RESEARCH SERVICES FRAMEWORK SELECTION PROCESS

- 68.1 Schedule 1, Part C to these terms and conditions outlines the Lots and Labels under which the Contractor will be invited to compete for work. The Contractor will not be asked to compete for work under Lots or Labels that they are not listed against.
- 68.2 The Contractor cannot be added to Lots or Labels throughout the period of this framework.
- 68.3 There will be occasions where appropriate services for a project could be provided by more than one of the Lots and/or Labels. In these cases, COI may select the most appropriate Lot/Label or it may invite all contractors from different Lots/Labels to participate in a mini competition.
- 68.4 COI reserves the right to decide which Lots and/or Labels to use for each piece of work. Decisions will always be taken on reasonable grounds and will relate to the specific needs of the piece of work. COI reserves the right to invite all contractors from different Lots/Labels to participate in the mini competition.
- 68.5 In addition to the requirements outlined in Clause 9, to shortlist contractors pre pitch, COI will use a database containing the areas of expertise and specialism's provided by each contractor when applying for a place on the Market Research Services Framework to select relevant contractors within the Lot and/or Labels to pitch.
- 68.6 In the event the shortlist provided by the database includes a large number of Contractors, those Contractors may be invited to complete a pre-selection questionnaire (PSQ) to further downselect and to provide the final shortlist. The Contractor is only expected to complete and return the PSQ if it is of interest, covers their core skills and experience and they have the necessary resource available to carry out the Services. Those Contractors who score highest against the published award criteria will be invited to pitch for the work.
- 68.7 The Contractor successful at pitch will be awarded the contract.
- 68.8 COI waives the obligation to issue a PSQ where it believes it to be unnecessary.

69. COI INFORMATION ASSURANCE

69.1 Personal data in the context of this document is any data whose release or loss could cause harm or distress to individuals. This must include as a minimum all data falling into one or both categories below:

- 69.1.1 Any information that links one or more identifiable living person with information about them whose release would put them at significant risk of harm or distress. That is, one or more pieces of information which may be used to identify an individual (an identifier) e.g. name, address, postcode, email address, telephone number, driving licence number, date of birth etc. combined with information about that individual whose release is likely to cause harm or distress e.g. personal opinions on a range of subjects, or bank details, mother's maiden name, tax, benefits, pension records, health records, private views, political memberships etc.

- 69.1.2 Any source of information about 1,000 or more identifiable individuals, other than information which has been sourced from the public domain. This could be a database with 1,000 or more entries containing identifiers or an electronic folder containing 1,000 or more records about individuals. Again, this is a minimum standard. Information on smaller numbers of individuals may warrant protection because of the nature of the individuals, the nature or source of the information, or the extent of the information. Additionally the combination of several identifiers may increase the requirement for protection.

Such data is usually marked or referred to as PROTECT – PERSONAL data. COI and its suppliers need to abide by the eight Data Protection Principles of the DPA when handling this type of material. Please see www.ico.gov.uk.

- 69.2 In accordance with the Cabinet Office report titled 'Cabinet Office – Data Handling Procedures in Government', the Contractor has been assessed as to which level of data security they are able to apply when commissioned to carry out a project by COI under the Market Research Services Framework.

- 69.3 The Contractor shall ensure that they adhere to the minimum data handling requirements for all contracts including those that are not of a specific security level, attached as Schedule 2 – COI Information Assurance. Breach of any of these minimum requirements shall be considered a fundamental breach of contract in accordance with Clause 26.1.

- 69.4 COI will give the Contractor the opportunity to have their level of data security reassessed on an annual basis throughout the Term.

- 69.5 In addition to the requirements outlined under Clause 19, the Contractor shall afford COI and/or the Auditor access to data handling records as may be required from time to time. The Contractor shall provide such records during the Term and for a period of six (6) years after expiry of the Term to COI and the Auditor.

- 69.6 In addition to the requirements outlined under Clause 68, for projects that are of a specific security level, COI will use its assessment of the level of data security that applies to each Contractor as a filter to shortlist agencies that are suitable to tender for that project.
- 69.7 As part of the invitation to tender process, the Contractor may be required to submit a data journey, which will be assessed as part of the tender process.
- 69.8 The Contractor may be required to contract under supplementary Data Handling Clauses for contracts of a specific security level. These will be applied as required for individual contracts.

70. ACCOUNT MANAGEMENT

- 70.1 The Contractor shall work in close association with, and will comply with the reasonable requirements of, the Designated Officer appointed by COI.

70.1.1 In particular, the Contractor shall comply with the directions of the Designated Officer in:

- (i) the specification of the sample to be used;
- (ii) the content and wording of the discussion guide, questionnaire or any form of reporting;
- (iii) the briefing of interviewers, including the instructions to interviewers concerning their approach to the sample; and
- (iv) the inspection of work in progress.

71. APPROVALS

- 71.1 The Contractor shall submit recruitment materials, interview materials, any stimulus and reporting outputs to the Designated Officer in good time so that all the necessary checking may be completed and approval given as specified in the Contract.
- 71.2 The Contractor shall submit the text of all letters that are to be sent to potential interviewees or their representatives or to any other person or institution informing them about the research investigation or requesting assistance or co-operation in carrying out any part of it to the Designated Officer for approval prior to their despatch.
- 71.3 The Contractor shall submit any proposals for making payments to interviewees in recompense for time given by them to the Designated Officer for approval in advance of the commencement of the fieldwork. Such proposals will only be approved in circumstances where it is the normal practice to make such payments. No payments in this respect will be made unless COI has given approval in writing.

72. QUALITY CONTROL

- 72.1 The Contractor undertakes that all work will be carried out in accordance with the MRS Code of Conduct and guidelines, except where specified by COI.
- 72.2 The Contractor shall permit the Designated Officer and/or any other

authorised representative of COI and/or any authorised representative of the Client Department to attend and, if requested, to take part in the briefing of interviewers wherever these are held.

72.3 The Contractor shall permit the Designated Officer to inspect the work at any stage and to accompany any interviewer during the course of the fieldwork.

72.4 The Contractor shall cause any part of the fieldwork to be checked by call-backs:

72.4.1 as agreed initially; or

72.4.2 where, in the opinion of COI, the field work was unsatisfactory in execution or unacceptable in the light of the agreed specification.

72.5 The Contractor shall arrange for each interviewer, as and when necessary, to complete in a form approved by the Designated Officer a report on the fieldwork conducted and shall make all such reports available to the Designated Officer.

73. CONTRACTOR'S PROFESSIONAL RESPONSIBILITY

73.1 Notwithstanding the above, the Contractor shall be responsible professionally for achieving the agreed objectives of the research investigation by ensuring that the specification of the sample; the content and wording of the discussion guide or the questionnaire; and the data analysis specification are adequate and that the work is carried out in accordance with the specification.

74. DELIVERABLES

74.1 Unless otherwise specifically agreed for a Project, outputs will be delivered to COI in an electronic form in a format acceptable to COI.

75. INVOICING

75.1 The Mutually Agreed Price, as stated in the COI Purchase Order or Contract Letter issued by COI, shall become due to the Contractor once the Services have been completed and delivered to the reasonable satisfaction of COI.

75.2 In clarification and addition to the invoicing requirements given in Clause 43.2:

75.2.1 Separate Projects with separate COI project numbers must be invoiced separately. An invoice must not include fees, charges, etc related to more than one Project.

75.2.2 The references shown must include the COI Project Number and the name of the Designated Officer.

75.3 At the request of the Contractor, and with the agreement of COI, monthly progress payments may be made to the Contractor under the following conditions:

75.3.1 The total amount of progress payments invoiced shall not exceed 90% of the total expenditure incurred to date by the Contractor or 90% of the Contract Price whichever is the lesser.

75.3.2 All invoices for progress payments shall be supported by the Contractor's certificate confirming;

(i) that the total expenditure against which the progress payment is claimed does not include any item that in whole or part is not admissible as a reasonable cost; and

(ii) that all charges in respect of the Contract are being promptly met and have been included only at net prices, credit having been allowed for all discounts received

and by any other evidence that COI may reasonably request.

75.3.3 COI shall only make progress payments where it is satisfied that the work concerned has been carried out in accordance with the Contract and the expenditure concerned has been properly incurred. If requested, the Contractor shall allow work to be inspected and/or costs to be verified by COI's representatives.

75.4 Any overpayment to the Contractor discovered through inspection by COI or through any other way may be treated as a sum due to COI in accordance with Clause 44.

SCHEDULE 1

SERVICES, LOTS AND LABELS

PART A – THE SERVICES

Framework for the provision of Market Research Services including:

Qualitative Research;
Quantitative Research;
Deliberative Engagement;
Desk Research and
Omnibus Surveys.

PART B - FRAMEWORK LOTS & LABELS

Lot 1 – Qualitative Research

Label 1 - Face to face/Telephone
Label 2 - Online

Lot 2 – Quantitative Research

Label 1 - Face to face
Label 2 - Telephone
Label 3 - Online

Lot 3 – Deliberative Engagement and Research

Label 1 - Large scale citizens' summits (500+ participants in one venue)
Label 2 - Multiple site citizens' forums (eg. 5 simultaneous events of 100 participants per event)
Label 3 - Individual Citizens' forums (normally 50-100 participants)
Label 4 - Citizens' Juries (12-15 participants deliberating over several days)
Label 5 - Deliberative research (eg. Reconvened workshops, group discussions using deliberative techniques)

Lot 4 – Desk Research

Label 1 - Evidence review of supplied sources only
Label 2 - Evidence review of supplied sources and sourcing and reviewing new material

Lot 5 – Omnibus Surveys

Label 1 - Face to face
Label 2 - Telephone
Label 3 - Online

SCHEDULE 2 – COI INFORMATION ASSURANCE MINIMUM REQUIREMENTS

1. Technical standards required: FIPS140-2 is the minimum standard required for working with personal data on government business. Examples of other secure data transfer include PGP encryption, SSL 128 bit encryption, secure FTP and via point-to-point traceable courier service, as outlined in our previous guidance note.
2. Ensure passwords are secure. If you believe a password has been compromised, please change it immediately and inform iateam@coi.gsi.gov.uk.
3. Never store/permit the storage of PROTECT – PERSONAL data on unencrypted transportable media. Transportable media is defined as anything that can easily be removed from the office, for example but not limited to USB memory sticks, CDs, DVDs and floppy disks must not contain unencrypted personal data.
4. Never store/permit the storage of PROTECT – PERSONAL on an unencrypted laptop.
5. As the minimum, it is only allowable to store PROTECT – PERSONAL data on a laptop or transportable media when it has been encrypted to the FIPS140-2 standard or the product uses encryption and is listed under the CCT Mark scheme (www.cesg.gov.uk). Anything less is unacceptable. Password protecting files does NOT encrypt them to a suitable level.
6. Never store/permit the storage of PROTECT – PERSONAL data on an employee's private PC, laptop or personal transportable media. Under no circumstances should personal data ever be stored or transported on non-business equipment/media.
7. Personal data that is currently stored insecurely, must be secured immediately. You must remove any personal data from insecure locations. We would recommend you password protect any documents and store them on a secure network drive and use a FIPS140-2 / CCT Mark scheme encryption product on other media.
8. On completion of each COI contract all personal data held in relation to the contract must be securely returned to COI unless otherwise stipulated within a contract. After it has been transferred it should be permanently deleted from all systems. Examples of "Permanently deleted" are using a cross-cut shredder, full destruction or the use of a CCT Mark scheme secure data erasure product. The method of deletion is dependant on the type of storage media used.
9. Never email or permit the emailing of PROTECT – PERSONAL data outside of the organisation unless you are sure your encryption meets the appropriate technical standards (see Clause 1 above). Email in clear text is an insecure delivery and storage mechanism so it is unsuitable for transmitting or storing personal data.
10. If you need to send PROTECT – PERSONAL data please contact COI for information about secure delivery mechanisms. Personal data should only be sent when absolutely necessary, and must be delivered secured. Only the absolute minimum data required should be sent.

11. Personal data must not be passed to anyone working on behalf of COI without written permission. The transfer method used for any such exchange must also be secure and the third party involved must agree in writing to comply fully with these requirements.
12. If you are in any doubt whether data is PROTECT – PERSONAL or how to get laptops and transportable media encrypted then contact the Designated Officer or iateam@coi.gsi.gov.uk for advice.
13. If you become aware of ANY loss or compromise of personal data you must notify COI immediately via iateam@coi.gsi.gov.uk, providing as much detail as possible. It is important that we are able to close the breach and learn relevant lessons as quickly as possible. If the matter occurs out of working hours please contact COI reception on 020 7928 2345, who will ensure that the appropriate procedures are followed for these circumstances.