

THIS FRAMEWORK AGREEMENT

day of

BETWEEN:

- (1) <<Name of Supplier>> [a company registered in England under number <<Company Registration Number>> with its registered office at] **OR** [of] <<insert Address>> ("the Supplier")

and

- (2) <<Name of Company>> [a company registered in England under number <<Company Registration Number>> with its registered office at] **OR** [of] <<insert Address>> ("Company")

1. Definitions

1.1 In this Agreement, the following terms shall have the following meanings:

"Agreement"

the Framework Agreement including its

"Call Off Contract"

a contract made pursuant to the Ordering Procedure for the supply of [the Goods] OR [a type of Goods] by the Supplier to the Company and the terms of which shall be governed by the Company

"Commencement Date"

the date of the Agreement;

"Force Majeure Cause"

an event that falls within Clause 8 of this Agreement

"Goods"

[the Goods] OR [any one or more of] the Goods of [any one or more of] the type of Goods >> any other type of Goods>> any other type of Goods>> any other type of Goods>> [the Goods] as defined in [Schedule[s] <<insert Schedule(s)>>]

"Order Form"

a form for placing orders in substantially the form set out in the Ordering Procedure;

"Ordering Procedure"

the procedure set out in Schedule 1

"Relevant Call Off Terms"

the terms [each type of Goods] OR [the Goods] and any supplementary terms and conditions set out in the Schedule headed by the name or description of the particular type of Goods, and those terms shall apply to any Call Off Contract and

“Term”

- 1.2 Unless the context requires otherwise, a reference in this Agreement to:
- 1.2.1 “writing”, any document or communication, includes a reference to any document or similar means;
 - 1.2.2 a statute or regulation, includes a reference to that statute or regulation in force at the relevant time;
 - 1.2.3 “Agreement”, “Schedules” and “Annexes”, includes a reference to this Agreement and each of the Schedules and Annexes attached at the relevant time;
 - 1.2.4 a Schedule, includes a reference to that Schedule;
 - 1.2.5 an Annex is a reference to that Annex;
 - 1.2.6 a “party” or “parties” includes a reference to the parties to this Agreement.
- 1.3 Reference in this Agreement to a Clause or paragraph (other than the Schedules) is a reference to a Clause or paragraph in this Agreement.
- 1.4 Reference in a Call Off Contract to a Clause or paragraph (other than the Schedules) is a reference to a Clause or paragraph in this Agreement.
- 1.5 Where any provision of a Call Off Contract is deemed by this Agreement also to be incorporated in this Agreement to the extent where there is any reference in this Agreement to a Clause or paragraph (other than the Schedules) reference shall in that Call Off Contract be deemed to be necessary or appropriate to give proper effect to that provision (as amended by this Agreement) to “the Call Off Contract”.
- 1.6 The headings used in a Call Off Contract are for convenience only and shall not be relied upon for the interpretation of it.
- 1.7 Words imparting the singular include the plural and vice versa.
- 1.8 References to any gender include the other gender.
- 1.9 References to persons include corporations and entities.

2. Purpose of this Agreement

The purpose of this Agreement is to:

- 2.1 provide a means whereby the parties may enter into Call Off Contracts;
- 2.2 [provide the framework for the interpretation of a Call Off Contract]; and
- 2.3 set out the terms and conditions which shall apply to each Call Off Contract.

3. Term

This Agreement shall take effect from the Commencement Date and shall terminate at the end of the Term unless otherwise provided in this Agreement.

4. Scope of this Agreement

- 4.1 This Agreement goes to the supply of any Goods or Services between the parties in relation to the Company;
- 4.2 The Company may, from time to time, during the Term from time to time, enter into Call Off Contracts with the Company.

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time, place an order with the Ordering Party

from the Supplier in accordance

4.3 The parties agree that

4.3.1 The Company shall not be obliged to purchase any Goods or any type(s) of Goods from the Supplier during the Term

to purchase any Goods or any type(s) of Goods from the Supplier

4.3.2 No form of limitation shall be put on anything in this Agreement which might prevent the Company from obtaining from the Supplier any Goods similar to or the same as [the Goods] or prevent the Supplier from providing to the Company any Goods similar to or the same as [the Goods]

is created by this Agreement and shall not prevent the Company from purchasing any Goods similar to or the same as [the Goods] or prevent the Supplier from providing to the Company any Goods similar to or the same as [the Goods]

4.4 The parties agree that the Call Off Contract shall be deemed to comprise

Contract made for any Goods shall be

4.4.1 the relevant Call Off Contract

4.4.2 the acceptance of the Goods by the Ordering Party

as that acceptance is prescribed in

4.4.3 the Relevant Call Off Contract as set out in this Agreement and the Call Off Contract Order Form

able to those Goods as provided by the Call Off Terms were set out in the

4.4.4 the provisions of the Call Off Contract and be interpreted in the proper purpose

h that those provisions shall apply in such manner as best achieves the purpose of the Call Off Contract.

4.5 No additional or other terms or conditions shall be added on behalf of either party to the Call Off Contract nor shall any such terms or conditions be of any effect. In particular, any terms or conditions confirmed that no Relevant Call Off Terms shall form part of the Call Off Contract for a particular type of Goods if according to the Call Off Contract they are only applicable to another

ns of or communicated by or on behalf of either party to the Call Off Contract shall be of any effect. In particular, any terms or conditions confirmed that no Relevant Call Off Terms shall form part of the Call Off Contract for a particular type of Goods if according to the Call Off Contract they are only applicable to another

4.6 Each Call Off Contract shall be a legally binding agreement on the parties;

legally binding agreement on the

4.7 Unless and until a Call Off Contract is entered into by the parties, there shall be no agreement between them in relation to that Goods;

particular Goods is entered into by the parties, there shall be no agreement between them in relation to that Goods;

4.8 The term of each Call Off Contract, it shall extend to the term of the Call Off Contract and shall not be extended beyond the expiry or termination of this Agreement shall not be extended beyond the expiry or termination of this Agreement shall not

be as provided by that Call Off Contract and shall extend to the term of the Call Off Contract and shall not be extended beyond the expiry or termination of this Agreement shall not be extended beyond the expiry or termination of this Agreement shall not

4.9 In the case of conflict between any provision contained in the body of this Agreement and any provision contained in any Schedule or Call Off Contract, the body of this Agreement shall take precedence.

en any provision contained in the body of this Agreement and any provision contained in any Schedule or Call Off Contract, the body of this Agreement shall take precedence.

5. Relevant Call Off Terms

Where the Supplier is to provide Goods to the Company below, the set of Relevant Call Off Terms shall be

f Contract a type of Goods listed below, the set of Relevant Call Off Terms shall be next to that type of Goods below

(and set out in a Schedule
sets of Relevant Call Off Terms

Type of Goods

<<insert description of type

[<<insert description of any

[<<insert description of any

[<<insert description of any

[etc]

6. [Data Protection

6.1 All personal information
processed, and held by the
2016/679 General Data
rights under the GDPR

6.2 For complete details of
retention of personal data
which personal data is
Company's rights
(where applicable),
<<insert location>>

7. [Data Processing

7.1 In this Clause 7 and
controller", "data processor",
meaning defined in
Protection Regulation
unless and until GDPR
and any national
(as amended from time
which succeeds the

7.2 [All personal data to be
subject to this Agreement
a data processing
personal data is pro

OR

7.2 [Both parties shall
out in the Data

¹ Each of these sets of terms should, as a
Agreement). If Supplier offers only one type of
conditions Schedule containing the relevant set

Off Contract but none of the other
all Off Contract:

Relevant Call Off Terms
and Schedule Number¹

<<insert Schedule number
and name of type of
Goods>> Call Off Terms
<<insert Schedule number
and name of type of
Goods>> Call Off Terms]

<<insert Schedule number
and name of type of
Goods>> Call Off Terms]

<<insert Schedule number
and name of type of
Goods>> Call Off Terms]

er may use will be collected,
the provisions of EU Regulation
("GDPR") and the Company's

lection, processing, storage, and
not limited to, the purpose(s) for
or bases for using it, details of the
them, and personal data sharing
ier's privacy notice [available from

personal data", "data subject", "data
al data breach" shall have the
ulation 2016/679 General Data
Protection Legislation" means 1)
y applicable in the UK, the GDPR
ations, and secondary legislation
and subsequently 2) any legislation

upplier on behalf of the Company,
ed in accordance with the terms of
he parties shall enter before any

the data protection requirements set
Neither this Clause 7 nor this

dules to this Agreement (see the end of the
ed here, and there will only be one terms and
oods

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Agreement shall re
Protection Legisla
obligations.

y obligations set out in the Data
move or replace any of those

7.3 For the purposes of
this Agreement, the
"Data Controller".

gislation and for this Clause 7 and
"processor" and the Company is the

7.4 The type(s) of p
processing, and th
Contract shall be se

be, nature and purpose of the
ssing in relation to each Call Off
Call Off Contract.

7.5 The Data Controlle
and notices require
Processor for the
Contract.

s in place all necessary consents
nsfer of personal data to the Data
this Agreement and any Call Off

7.6 The Data Processo
relation to its perfor
any Call Off Contra

y personal data processed by it in
gations under this Agreement and

7.6.1 Process the
Controller u
such person
the Data Co
by law.

he written instructions of the Data
r is otherwise required to process
ta Processor shall promptly notify
ng unless prohibited from doing so

7.6.2 Ensure that
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damage or
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current state
those meas
Data Contro
set out in an
Call Off Con

ple technical and organisational
(Controller) to protect the personal
ful processing, accidental loss,
ures shall be proportionate to the
events, taking into account the
gy and the cost of implementing
ken shall be agreed between the
sor and, for each Call Off Contract
Call Off Terms forming part of that

7.6.3 Ensure that
for processi
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cess to the personal data (whether
) are contractually obliged to keep

7.6.4 Not transfer
without the
following co

le of the European Economic Area
the Data Controller and only if the

7.6.4.1 The
prov

r the Data Processor has/have
for the transfer of personal data;

7.6.4.2 Affec
legal

enforceable rights and effective

7.6.4.3 The
Data
prote

es with its obligations under the
providing an adequate level of
onal data so transferred; and

7.6.4.4 The
given
proc

s with all reasonable instructions
ata Controller with respect to the
ata.

7.6.5 Assist the D
to any and

ata Controller's cost, in responding
subjects in ensuring its compliance

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with respect to security, breach and consultations with supervisory but not limited to, the Information

- undue delay of a personal data

any of its obligations with respect
this Clause 7 and the Call Off

7.7 [The Data Processor shall not be permitted to disclose or otherwise make available to any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 7 and the Call Off Order, or to any other third party, without the prior written consent of the Data Controller (such consent may be reasonably withheld). In the event that the Data Processor is required to engage a sub-processor, the Data Processor shall:

- in the sub-processor, which shall have the same obligations as are imposed on the processor by clause 7 and the Call Off Contracts. The Data Processor and the Data Processor shall be jointly and severally liable for the same; and

- 7.8 Either party may, at any time, amend or delete any of the provisions of this Agreement, including the processing clauses or similar terms that form part of a data protection scheme. Such terms shall apply when replaced by a new version of the Agreement.

at <<insert period, e.g. 30 calendar
provisions of this Agreement,
processing clauses or similar terms
scheme. Such terms shall apply
ment.]

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|---|---|---|
| <p>8.1 Neither party to this Agreement shall be liable for breach of, this Agreement or any of its obligations where such breach is caused by that is to say a cause that is beyond the reasonable control of that party. Such causes include, but are not limited to, war, failure, industrial action, strikes, epidemics, floods, storms, earthquakes, acts of terrorism, acts of war or any other event that is beyond the control of the party.</p> | <p>8.2 In any Call Off Contract, the term "Force Majeure" means a cause falling within this Clause 8.</p> | <p>able under, or be deemed to be in breach of, or delay in performing their obligations arising from any Force Majeure Cause, that is beyond the reasonable control of that party. Such causes include, but are not limited to, war, failure, internet services provider failure, epidemics, floods, storms, earthquakes, acts of terrorism, acts of war or any other event that is beyond the control of the party.</p> |
|---|---|---|

9. Termination

- 9.1 The Company may terminate this Agreement by serving notice on the Supplier with effect from either the date of that notice or any subsequent date specified in that notice falling within the period of 3 months after the date of that notice where:
- 9.1.1 the Supplier is in breach of any provision of this Agreement and fails to remedy that breach within 30 days or that breach is not capable of being remedied; or
- 9.1.2 the Company terminates this Agreement as a consequence of the Supplier's default by the Supplier.
- 9.2 The Company shall terminate this Agreement at any time upon giving to the Supplier 3 months prior notice.

10. Relationship of the parties

- 10.1 Nothing in this Agreement shall create or be deemed to constitute a partnership, joint venture, fiduciary relationship between the parties or any other relationship between the parties expressly provided for in this Agreement.
- 10.2 Neither party shall be liable to do, and shall not do, any act, enter into any contract, incur any liability, assume any obligation, give any warranty, incur any expense, express or implied, of any kind on behalf of the other party.

11. Assignment and Subcontracting

- 11.1 This Agreement is not assignable by either party without the written consent of the other party (such consent not to be unreasonably withheld) neither party may assign, mortgage, charge, sub-license to any third party its rights or obligations under this Agreement or any part thereof.
- 11.2 The Supplier may not subcontract any of its obligations under this Agreement except with the written consent of the Company (such consent not to be unreasonably withheld).
- 11.3 Where, pursuant to the terms of this Agreement, the Supplier performs all or any of its obligations under this Agreement through any third party, it shall remain liable to the Company against any loss or damage suffered by the Company from any act or omission of the third party.

12. Confidentiality

- 12.1 For the purposes of this Agreement, "Confidential Information" means, in relation to either party, information concerning the business, customers, clients or suppliers of the other party which is disclosed to that party by the other party pursuant to or in connection with the performance of this Agreement, whether orally or in writing or any other medium, and whether or not it is marked as such).
- 12.2 Each party undertakes that it shall not disclose any Confidential Information to any third party without the written consent of the other party (such consent not to be unreasonably withheld) or as authorised in writing by the other party, in connection with the continuance of this Agreement and [for << >> years] after the termination of this Agreement.
- 12.2.1 [use its best endeavours to ensure that it does not disclose Confidential Information to any third party];
- 12.2.2 not disclose any Confidential Information to any other person;

- 12.2.3 not use any Restricted Information for any purpose other than as contemplated by this Agreement;
- 12.2.4 not make any communication or part with possession of any Restricted Information;
- 12.2.5 ensure that none of its employees, agents, representatives or advisers does anything that party, would be a breach of any of the provisions set out above.
- 12.3 Either party may:-
- 12.3.1 disclose any Restricted Information to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, or as necessary for the purpose of informing the person in question, and (except where the disclosure is made pursuant to 12.3.1.2 above or pursuant to 12.3.1.3 above) submitting to the other party, as nearly as practicable, the Restricted Information confidential for the purposes for which the disclosure is made;
- 12.3.1.1 any subsidiary or associate of that party;
- 12.3.1.2 any government authority, regulatory body, or court of competent jurisdiction;
- 12.3.1.3 any director, officer, agent, or representative or adviser of any of the persons mentioned in 12.3.1.1 or 12.3.1.2;
- 12.3.2 use any Restricted Information, or disclose it to any other person, to the extent necessary for the purposes contemplated by this Agreement, or at any time after that date becoming known to that party, through no fault of that party, that it is not to disclose any part of that Restricted Information for the purposes for which the disclosure is made.
- 12.4 The provisions of this Clause 12 shall be in force in accordance with their terms, notwithstanding the fact that the Agreement may be terminated for any reason.
- 13. Entire Agreement**
- 13.1 Save as provided by this Clause 13, this Agreement shall supersede all prior agreements and undertakings between the parties and it constitutes the entire agreement between the parties relating to its subject matter.
- 13.2 This Agreement may be amended or modified only by an instrument in writing signed by the duly authorised representatives of both parties.
- 13.3 The obligations of confidentiality and non-disclosure agreement shall have full force and effect in so far as there is no conflict between the terms of this Agreement and this Agreement.
- 13.4 The parties confirm that they have entered into this Agreement on the basis of or in reliance on the information that is not expressly incorporated into this Agreement and that no representation is intended to or will limit or exclude either party from its liability for any misrepresentation made by the other.

14. Severance

The parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed severed and the remainder of this Agreement shall remain enforceable.

15. No Waiver

15.1 No failure or delay in exercising any of its rights under this Agreement shall be deemed a waiver of that right, and no waiver by either party of a breach of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

15.2 A waiver of any term of this Agreement shall be effective only if given in writing by the waiving party and then only in the instance and to the extent any waiver is given.

16. Third Party Rights

16.1 No part of this Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

16.2 This Agreement shall bind the transferee, successors and assigns of either party.

17. Set Off

The Company may not set off a claim against the Supplier in relation to this Agreement or any Call Off Contract unless the Supplier owes it in relation to this Agreement.

18. Expenses

Subject to any agreement in writing, each party shall bear its own costs of and incidental to the execution and carrying into effect of this Agreement and each Call Off Contract.

19. Changes to Terms and Conditions

The Supplier may from time to time change / or conditions of [any of] the [sets of] Relevant Call Off Terms by giving notice of any such change. Any Order submitted to the Supplier after the giving of that notice but before the change any terms of an Order shall be subject to the new terms.

20. Notices

20.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

20.2 Notices shall be deemed to have been given:

20.2.1 when delivered by hand to the recipient or other messenger (including a courier) during normal business hours of the recipient; or

20.2.2 when sent, by email and a successful transmission report or receipt is received; or

20.2.3 on the fifth business day after mailing, if mailed by national or international post.

ing mailing, if mailed by airmail,

address or e-mail address notified

oses of any legal proceedings shall be effected by either party by the other party at its registered or may be notified to one party by the

21. Law and Jurisdiction

ing out of or in connection with it any non-contractual matters and therewith) shall be governed by, of England and Wales.

arbitration), each] OR [Each] party to any dispute, controversy, proceedings or claim arising out of or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

[22. Arbitration

the parties arising out of or in connection with the contract, or on regarding its existence, validity or performance, shall be referred to arbitration in accordance with the provisions of the Arbitration Act, 1996 (No. 26 of 1996) as it applies in England, Wales and London, and shall be governed by English law.

22.2 The arbitration tribunal shall

22.3 The seat of the arbitration s

22.4 The law governing this arb

22.5 If any Dispute arises which shall appoint an arbitrator a

appoint the arbitrator not later than 30 days after the date of the request by either party on the other party.

at an arbitrator within that 30 day
 Law Society of England & Wales
 of the Law Society to appoint an
 accept that appointment.]

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[REDACTED] Procedure

1.1 At any time during the duration of this Agreement, the Company may request the supply by the Supplier of any type of Goods by sending to the Supplier a completed Order Form.

1.2 Submission of that Order [REDACTED] by the Company to enter into a Call

1.3 Each Order Form must be [REDACTED] the Annex to this Schedule.

- 1.4 The Order Form must be completed as to quantity and all other matters in accordance with (as the case may be) the quotation, and, in particular, as to the quantity or number of Goods ordered, as to which one of the Supplier's relevant Call Off Terms will apply to any particular Goods order.
- 1.5 No document in any form other than the Order Form shall constitute a valid offer for the purposes of this Clause.
- 1.6 Following receipt of a valid offer, the Supplier shall promptly and in any event not exceed [seven (7) days] after receipt of the offer, accept the offer constituted by the offer by signing and returning the Order Form.
- 1.7 If the Supplier:
- 1.7.1 notifies the Company of its acceptance of the offer constituted by the Order Form; or
 - 1.7.2 the time-limit referred to in Clause 1.6 above has expired;
- then the offer from the Company shall lapse.
- 1.8 The Supplier by accepting the offer by an Order Form pursuant to Clause 1.4.2 above shall be deemed to have entered into a Call-Off Contract with the Company for the Goods referred to in that Order. The Call Off Contract shall come into existence on the date the Supplier returns to the Company the Order Form.
- 1.9 The Supplier must not deliver any Goods or any part of any Goods or any process in relation to any Goods or any part of any Goods without having first entered into a Call Off Contract with the Company unless otherwise expressly agreed in writing by the Company.

ANNEX A – ORDER FORM

[insert here the name of the type of Order Form]

Note: The content of the Order Form shall be in accordance with the requirements of paragraphs 1.3 to 1.5 of Schedule 1 above and, where relevant, the requirements of Clause 7.4 and 7.6.2 of the Agreement

Insert here the name of the type of Call Off Terms applicable to them

Insert here name of any further type of Call Off Terms applicable to them]

² This wording in brackets should not be included if there is only a Schedule 2 but no additional Schedules.

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may as to make clear the type and quantity of Goods requested, including the price in the Supplier's list price or valid current price for the specification or description of any Goods. The Supplier must so indicate [so that it is clear which of the relevant Call Off Terms will apply to any particular Goods order].

The offer above shall constitute a valid offer for the purposes of this Clause.

The Supplier shall promptly and in any event not exceed [seven (7) days] after receipt of the offer, accept the offer constituted by the offer by signing and returning the Order Form.

If the Supplier:

1.7.1 notifies the Company of its acceptance of the offer constituted by the Order Form; or

1.7.2 the time-limit referred to in Clause 1.6 above has expired;

then the offer from the Company shall lapse.

The Supplier by accepting the offer by an Order Form pursuant to Clause 1.4.2 above shall be deemed to have entered into a Call-Off Contract with the Company for the Goods referred to in that Order. The Call Off Contract shall come into existence on the date the Supplier returns to the Company the Order Form.

The Supplier must not deliver any Goods or any part of any Goods or any process in relation to any Goods or any part of any Goods without having first entered into a Call Off Contract with the Company unless otherwise expressly agreed in writing by the Company.

NE

[insert here the name of the type of Order Form]

Note: The content of the Order Form shall be in accordance with the requirements of paragraphs 1.3 to 1.5 of Schedule 1 above and, where relevant, the requirements of Clause 7.4 and 7.6.2 of the Agreement

TWO]

Insert here the name of the type of Call Off Terms applicable to them

HREE

Insert here name of any further type of Call Off Terms applicable to them]

OUR

² This wording in brackets should not be included if there is only a Schedule 2 but no additional Schedules.

If applicable, insert further type and

Rule 3]

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If applicable, insert further type and

Rule 3]

X etc

If applicable, insert further type and

Rule 3]

SIGNED on the above date:

By <<Name and Title of person signing
for and on behalf of <<Insert name

Authorised Signature

AND

SIGNED on the above date

By <<Name and Title of person signing
for and on behalf of <<Insert name

Authorised Signature

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