



NWT TERMS & CONDITIONS

G-CLOUD

NWT standard G-Cloud Terms & Conditions

Dated: 01/05/2024

1. Section 1 - How services will be Bought

Digital Marketplace

- 1.1 NWT will describe its Services on the Digital Marketplace. It will keep this information updated for the Term of this Framework Agreement.
- 1.2 NWT agrees that the prices and other terms quoted in its Digital Marketplace Application will not be increased during the Term of this Framework Agreement, but Suppliers may reduce any of their G-Cloud prices at any time.
- 1.3 The pricing of Call-Off Contracts will be based on the most up-to-date NWT rate card.
- 1.4 Discounted pricing periods may be considered on an individual basis.
- 1.5 NWT will tell any relevant Buyer about their Digital Marketplace offering on the GCloud Framework Agreement at the earliest opportunity.
- 1.6 NWT agrees that its G-Cloud Services, pricing, and terms and conditions will be on the Digital Marketplace and will be used as part of the evaluation criteria.
- 1.7 Subject to The Customer's approval, NWT may update, but not materially change, its Digital Marketplace entry or Service Definitions and understands that The Customer may ask NWT to provide evidence to show that any updates it makes are non-material. NWT can remove any Digital Marketplace entries if it tells The Customer in writing.
- 1.8 If NWT fails to provide acceptable evidence for any updates to their service offering, The Customer will be entitled to remove the service from the Digital Marketplace and may suspend NWT from the Framework Agreement.
- 1.9 NWT's Terms and Conditions, submitted as part of its application, can't be amended during the Term of this Framework Agreement.
- 1.10 Subject to clause 3.2, once the G-Cloud Services have been ordered by The Customer, NWT will maintain NWT Terms, including the pricing in NWT's Digital Marketplace entry at the time of the Order, for the length of any Call-Off Contract.

2. Section 2 - How services will be delivered

Warranties and representations

- 2.1 NWT warrants, represents and undertakes to each Buyer that:

- it has full capacity, authority and all necessary authorisations, consents, licences and permissions, to enter into and perform its obligations under the Framework Agreement and each Call-Off Contract, including if a Supplier's processes need the consent of its Parent Company
- NWT or an authorised representative will sign the Framework Agreement and the Call-Off Contract
- it has used and will continue to use all reasonable endeavours to prevent viruses and malware accessing systems owned by, under the control of, or used by The Customer or any Buyer via its own access to these systems
- in entering into this Framework Agreement and any Call-Off Contract, it has not committed, will not commit or agree to commit a Prohibited Act
- it will continue to pay all taxes due to HMRC and will not indulge in 'disguised employment' practices when delivering services under this Framework Agreement
- at the Start Date, it has notified The Customer in writing of any Tax Noncompliance or any Tax Non-Compliance litigation it is involved in
- it will perform all obligations under this Framework Agreement and any Call-Off Contract complying with all Laws
- it will perform its obligations with all reasonable care, skill and diligence, according to Good Industry Practice
- on a Call-Off Start Date, all information, statements and representations in the Application are accurate and not misleading except if the Buyer has been notified in writing before signing the Call-Off Contract

The fact that any provision within this Framework Agreement is expressed as a warranty does not preclude any right of Ending the Customer if NWT breaches that provision.

Liability

2.2 Neither Party excludes or limits its liability for:

- death or personal injury caused by its negligence, or that of its Staff
- bribery, Fraud or fraudulent misrepresentation by it or its employees
- breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or sections 2 or 11B of the Supply of Goods and Services Act 1982
- any liability that cannot be excluded or limited by Law

2.3 Nothing in this Framework Agreement affects a Party's duty to mitigate their loss.

2.4 Except for liabilities which can't be limited by Law, neither Party will be liable to the other for any:

- loss of profits
- loss of business
- loss of revenue
- loss of or damage to goodwill
- loss of savings (whether anticipated or otherwise)
- indirect, special or consequential loss or damage

2.5 NWT will be liable for the following types of loss which will be regarded as direct and will be recoverable by The Customer for any:

- regulatory losses or fines arising directly from NWT's breach of any Laws
- additional operational or administrative costs and expenses from any Material Breach
- wasted expenditure or unnecessary charges The Customer pays because of NWT's Default
- other liabilities suffered by The Customer in connection with the loss of, corruption or damage to, or failure to deliver.

Data by NWT

2.6 NWT will not be responsible for any injury, loss, damage, cost or expense that is directly caused by the negligence or wilful misconduct of The Customer or breach by The Customer of its obligations under the Framework Agreement.

2.7 The Customer's obligations under this Framework Agreement are only in its capacity as a contracting party and won't constrain The Customer in any other capacity or lead to any liability to NWT under this Framework Agreement where The Customer exercises its public duties and powers.

2.8 NWT's liability to pay any Management Charges due to The Customer will be limited.

2.9 Subject to any liabilities which can't be limited by Law under clause 4.2, each Party's total aggregate liability under this Framework Agreement in each 12-month period during the Term (whether in contract, tort (including negligence), breach of statutory duty or otherwise) will be limited to 125% of the Management Charge paid or payable in the Year the default happened; or £100,000, whichever is greater. The Parties agree that clauses 4.2 to 4.9 (inclusive) will not limit NWT's and Buyers' liability under any Call-Off Contract.

Guarantee

2.10 If requested by a Buyer, NWT will provide a completed Guarantee before the Call-Off Start Date in the form set out in Call-Off Schedule 5.

IR35

2.11 The Parties do not intend the Framework Agreement to be used for the provision of Services or off payroll worker recruitment that is Inside IR35.

2.12 The Customer may End this Framework Agreement under clause 5.1 for Material Breach if NWT is found to be delivering Services to a Buyer Inside IR35.

3. Section 3 - What happens if NWT fails to meet the terms of this framework agreement

Ending and suspension of a supplier's appointment

With cause by The Customer

- 3.1 The Customer can suspend or End this Framework Agreement by notice with immediate effect if:
- NWT has a Supplier Insolvency Event
 - there are at least 3 MI Failures within a 6-month rolling period.
 - NWT has tried to renegotiate any terms of a Call-Off Contract or potential CallOff Contract
 - NWT commits a Material Breach of this Framework Agreement
 - The Customer reasonably considers that the Services supplied by NWT to a Buyer is Inside IR35

Force majeure

- 3.2 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Framework Agreement (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event.
- 3.3 A Party will promptly (on becoming aware of the same) notify the other Party of a Force Majeure event or potential Force Majeure event which could affect its ability to perform its obligations under this Framework Agreement.
- 3.4 Each Party will use all reasonable endeavours to continue to perform its obligations under the Framework Agreement and to mitigate the effects of Force Majeure. If a Force Majeure event prevents a Party from performing its obligations under the Framework Agreement for more than 60 consecutive Working Days, the other Party can End the Framework Agreement with immediate effect by notice in writing.

Without cause by The Customer

- 3.5 The Customer will have the right, without cause and without liability, to suspend or End this Framework Agreement, or any provisions of any part of this Framework Agreement, by giving at least one month's written notice to NWT.
- 3.6 Ending, suspension or expiry of this Framework Agreement will not affect any accrued rights, remedies or obligations of either Party.

Ending on change of control

- 3.7 NWT will tell The Customer immediately if NWT has a change of Control and, provided this does not contravene any Law, will notify The Customer immediately in writing of any circumstances suggesting that a change of Control could happen.
- 3.8 The Customer may End this Framework Agreement by giving notice in writing to NWT within 6 months of The Customer either:
- being notified in writing by NWT that a change of Control could happen.

- if it hasn't notified The Customer, the date that The Customer becomes aware that a change of Control could happen.

3.9 The Customer can End this Framework Agreement by giving notice in writing to NWT with immediate effect if either:

- The Customer determines at its discretion that the change of Control is prohibited under the Regulations.
- The Customer's written approval has not been granted before the change of Control and reasonably believes that the change is likely to have an adverse effect on the provision of the Services.

Fraud

3.10 If NWT commits any Prohibited Act, it will be a Material Breach and:

- The Customer may End this Framework Agreement
- Buyers may End their Call-Off Contracts
- The Customer and any Buyer may fully recover any resulting Losses from NWT

Notice of fraud

3.11 NWT will tell The Customer immediately and in writing if it suspects that any Prohibited Act has happened, is happening or is likely to happen, except if complying with this provision would mean committing an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

Consequences of suspension, ending and expiry

3.12 Suspension, Ending or expiry of this Framework Agreement will not affect existing Call Off Contracts. Call-Off Contracts will remain in force unless they End, are suspended or expire under the terms of the Call-Off Contract.

3.13 Even if a notice is served to End this Framework Agreement, NWT will continue to fulfil its obligations, including those obligations expressed to be for the Buyer's benefit until the End date or date of expiry of any Call-Off Contract.

3.14 NWT will continue to provide Management Information and pay the Management Charges due to The Customer even if this Framework Agreement Ends, is suspended or expires.

3.15 Ending, suspension or expiry of this Framework Agreement will not affect any prior rights, remedies or obligations of either The Customer or NWT accrued under this Framework Agreement.

3.16 All licences, leases and authorisations granted by The Customer to NWT under this Framework Agreement will cease when it Ends or expires without the need for The Customer to serve notice except if the Framework Agreement states otherwise.

Assurance verification

3.17 NWT accepts that an Assurance verification process is an important part of the operation of the Framework Agreement. The Customer or its agents may check any claims made by NWT in their Response and in their Service Definitions. The Customer will continue to verify that:

- any information submitted is still an accurate reflection of the actual characteristics of NWT and its G-Cloud Service offerings.
- NWT's Services remain within the scope of the Framework Agreement
- NWT continues to meet the essential qualification criteria established when the Framework Agreement was awarded.

3.18 Failure of the Assurance verification process by NWT will mean that the service will be removed from the Digital Marketplace and NWT may be suspended from the Framework Agreement.

4. Section 4 - What you report to The Customer

Management information

- 4.1 NWT will provide complete and accurate Management Information (MI) to The Customer using MI Reports. NWT will provide these reports for free and using the template provided by The Customer.
- 4.2 The Customer must provide NWT with the latest MI reporting template. See Framework Schedule I for the link to an example MI reporting template.
- 4.3 NWT will not use templates from previous months.
- 4.4 NWT will not make any amends to the format of the MI reporting template provided by The Customer.
- 4.5 The Customer has the right at any time and on reasonable notice, to amend the format of the reporting template and its reporting method.
- 4.6 Using the MI report to upload monthly returns to the Customer's Management Information System Online (MISO), NWT will:
- report on each order agreed.
 - report on each invoice raised or submitted in each month.
 - use the template and complete all appropriate data fields provided to submit the report.
 - send the report by the 7th day of the following month, or the nearest Working Day before the 7th day if it's a weekend or public holiday.

- 4.7 If there has been no activity for a particular month, NWT will submit a 'nil return' for that month.
- 4.8 NWTNWT will also inform The Customer of any corrections to previous MI Reports.
- 4.9 The Customer may consider that an MI Failure has happened if an MI Report:
- contains any material errors or omissions.
 - is submitted using an incorrect MI reporting template.
 - isn't submitted by the Reporting Date (including if a nil return should have been filed)
 - isn't submitted for the relevant period.
- 4.10 After an MI Failure the Customer may issue reminders to NWT or require NWT to fix mistakes in the MI Report. NWT will do this as soon as possible and not more than 5 Working Days after receiving the reminder.

Use of management information

- 4.11 NWT grants The Customer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use and to share with any Buyer and Relevant Person any Management Information supplied to The Customer for The Customer's normal operational activities as a central purchasing body for the government.
- 4.12 If The Customer shares the Management Information, any Buyer receiving the information will be informed of its sensitive nature and requested not to disclose it to any person who is not a Crown body or Buyer.

Admin fees

- 4.13 If there are 2 or more MI Failures in any 3-month rolling period, The Customer will charge NWT for the costs (an Admin Fee) of chasing NWT to provide the information.
- 4.14 The Admin Fee is the amount payable by NWT to The Customer if:
- The Customer incurs costs because of incorrect MI.
 - the MI Report is not returned within the agreed timescales.
- 4.15 By signing this Framework Agreement, NWT agrees that the Admin Fees are a fair reflection of the additional costs incurred by The Customer due to NWT failing to supply the MI as required.
- 4.16 The Customer will tell NWT about any Admin Fees and will be entitled to invoice NWT admin fees, which will be payable as a supplement to the Management Charge.
- 4.17 Payment of the Admin Fee will not affect any of The Customer's other rights under this Framework Agreement.

4.18 If three (3) MI Failures occur in a six (6) Month rolling period then an “MI Default” shall be deemed to have occurred and The Customer shall be entitled to:

- Charge and NWT shall pay an additional default management charge (“Default Management Charge”) in respect of the Months in which the MI failure occurred and subsequent Months in which they continue, calculated in accordance with Paragraph 6.20; and/or
- End this Framework Agreement.

4.19 The Default Management Charge shall be the higher of:

- the average Management Charge paid or payable by NWT in the previous six (6) Month period or, if the MI Default occurred within less than six (6) Months from the commencement date of the first Call-Off Contract, in the whole period preceding the date on which the MI Default occurred; or
- the sum of five hundred pounds (£500).

4.20 If NWT provides sufficient Management Information to rectify any MI Failures to the satisfaction of The Customer and the Management Information demonstrates that:

- NWT has overpaid the Management Charges as a result of the application of the Default Management Charge then NWT shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
- NWT has underpaid the Management Charges during the period when a Default Management Charge was applied, then The Customer shall be entitled to immediate payment of the balance as a debt together with interest. Management charge

4.21 NWT will pay The Customer the Management Charge for setting up and running this Framework Agreement.

4.22 The Management Charge excludes VAT and will be a figure of up to 1% of all Charges for the Services invoiced to Buyers. It is currently set at 0.75% of all Charges invoiced to Buyers but may be increased at The Customer’s discretion.

4.23 The Customer will submit invoices to NWT for the Management Charge due each month based on the MI provided by NWT, which will be paid by NWT within 30 days of the date of the invoice.

4.24 The Management Charge applies to the full Charges specified in each order and will not be varied because of any service credits or other deductions.

4.25 NWT will pay the VAT on the Management Charge.

4.26 Interest will be payable on any late payments of the Management Charge under this Framework Agreement as set out in the Late Payment of Commercial Debts (Interest) Act 1998.

Buyer satisfaction monitoring

4.27 The Customer or a Customer agent may carry out a Buyer satisfaction survey at any time to:

- Assess buyer satisfaction with the provision, performance and delivery of GCloud Services by NWT and with the quality, efficiency and effectiveness of the supply.
- monitor how NWT is complying with the terms of its Digital Marketplace Application
- carry out any other assessment it considers appropriate.

4.28 The Customer can include the results of Buyer satisfaction surveys on the Digital Marketplace and any Buyer can use those results to make decisions about any contract between the Buyer and NWT.

Key performance indicators

4.29 Key Performance Indicator Targets that The Customer may use to measure the performance of NWT on this Framework Agreement are:

KPI number	Performance criteria	Target	Measured by
Contract management			
1	Respond to The Customer about any Framework management matters.	95%	NWT responding to correspondence (email or phone) from Working Days. Resolving issues raised The Customer within 2 within 5 Working Days.
Management information			
2	Complete and accurate MI reports are to be returned to The Customer by the 7 th day of the following month.	100%	Complete and accurate MI template 100% submitted by NWT to The Customer by the 7 th day of the following month.
3	Management Charges are to be paid within 30 days from the date	100%	Confirmation of payment received by the Customer within 30 calendar days.

5. Section 5 - Transparency and access to records

Transparency

- 5.1 Under the government's transparency policy, The Customer can make all or part of the Information (including the Framework Agreement and Call-Off Contract) publicly available subject to any redactions made at the discretion of The Customer by considering and applying relevant exemptions under the Freedom of Information Act (FoIA).
- 5.2 The terms of this Framework Agreement and any Call-Off Contract mean:
- The Customer can publish the full text of the Framework Agreement concluded with NWT.
 - The buyer can publish the signed Call-Off Contract after considering (at The Customer's or the Buyer's discretion) any representations made by NWT about the application of any relevant FoIA or EIR exemptions.
 - The Customer or the Buyer can publish any information provided by NWT as part of early market engagement.

NWT agrees that information in its application may be incorporated by The Customer into any Call Off Contract awarded to, or any Framework Agreement concluded with, NWT and may be published.

What will happen during the Framework Agreement's term

- 5.3 NWT will maintain full and accurate records and accounts, using Good Industry Practice and generally accepted accounting principles, of the:
- operation of the Framework Agreement and the Call-Off Contracts entered into with Buyers.
 - Services provided under any Call-Off Contracts (including any Subcontracts)
 - amounts paid by each Buyer under the Call-Off Contracts

What will happen when the Framework Agreement ends

- 5.4 NWT will provide a completed self-audit certificate (Schedule 2) to The Customer within 3 months of the expiry or Ending of this Framework Agreement.
- 5.5 NWT's records and accounts will be kept until the latest of the following dates:
- 7 years after the date of Ending or expiry of this Framework Agreement
 - 7 years after the date of Ending or expiry of the last Call-Off Contract to expire or end.
 - another date agreed between the Parties.
- 5.6 During the timeframes highlighted in clause 7.5, NWT will maintain:
- commercial records of the Charges and costs (including Subcontractors' costs) and any variations to them, including proposed variations
 - books of accounts for this Framework and all Call-Off Contracts

- MI reports
- access to its published accounts and trading entity information.
- proof of its compliance with its obligations under the Data Protection Legislation and the Transparency provisions under this Framework Agreement
- records of its delivery performance under each Call-Off Contract, including that of its Subcontractors

What Will Happen During An Audit Or Inspection

5.7 The Customer will use reasonable endeavours to ensure that the Audit does not unreasonably disrupt NWT, but NWT accepts that control over the conduct of Audits carried out by the auditors is outside of The Customer's control.

5.8 Subject to any Confidentiality obligations, NWT will use reasonable endeavours to:

- provide audit information without delay.
- provide all audit information within scope and give auditors access to NWT Staff

5.9 NWT will allow the representatives of The Customer, Buyers receiving Services, the Comptroller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of any of the above, access to the records, documents, and account information referred to in clause 7.6 (including at NWT's premises) as may be required by them and subject to reasonable and appropriate confidentiality undertakings, to verify and review:

- the accuracy of Charges (and proposed or actual variations to them under this Framework Agreement)
- any books of accounts kept by NWT in connection with the provision of the G-Cloud Services to audit the Charges and Management Charges under the Framework Agreement and Call-Off Contract only
- the integrity, Confidentiality and security of the Customer's Personal Data and the Buyer Data held or used by NWT.
- any other aspect of the delivery of the Services including reviewing compliance with any legislation.
- the accuracy and completeness of any MI delivered or required by the Framework Agreement
- any MI Reports or other records about NWT's performance of the Services and to verify that these reflect NWT's internal reports and records.
- the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure, and that any asset register is up to date

Costs Of Conducting Audits Or Inspections

5.10 NWT will reimburse The Customer its reasonable Audit costs if it reveals:

- an underpayment by NWT to The Customer above 5% of the total Management Charge due in any monthly reporting and accounting period.
- a Material Breach

5.11 The Customer can End this Framework Agreement under Section 5 (Ending and suspension of a supplier's appointment) for Material Breach if either event in clause 7.10 applies.

5.12 Each Party is responsible for covering all their own other costs incurred from their compliance with these audit obligations.

6. Section 6 - General Governance

Definitions And Interpretation

6.1 This Framework Agreement will be interpreted using the definitions and provisions in the Glossary and interpretations section.

6.2 All 3 schedules are incorporated into this Framework Agreement:

- Schedule 1: MI reporting template
- Schedule 2: Self-audit certificate
- Schedule 3: Glossary and interpretations

Order Of Precedence

6.3 If there's any conflict or ambiguity between the clauses of this agreement, to the extent necessary, the order of precedence for resolving the conflict is:

- the completed Order Form
- the Framework Agreement
- the clauses of a Call-Off Contract (excluding Supplier Terms)
- NWT's Terms
- any other document referred to in the Call-Off Contract clauses.

Alternative Clauses specified in a Buyer's Order Form will take precedence over their corresponding clauses in the Call-Off Contract.

If the Application contains provisions which are more favourable to The Customer or the Buyer compared to the rest of the Framework Agreement or Call-Off Contract, the Application provisions will apply. The Customer and the Buyer will at their discretion determine whether any provision is more favourable.

Relationship

6.4 Nothing in this Framework Agreement is intended to:

- Create a partnership or legal relationship of any kind that would impose liability on one Party for the act or failure to act of the other Party.
- Authorise either Party to act as agent for the other Party.

Who Can Buy Using This Framework Agreement

- 6.5 The Customer and Buyers can order G-Cloud Services from NWT using the Buying Process and the provisions of the Call-Off Contract.

No Guarantee Of Work

- 6.6 No exclusivity or guarantee of volume or quantity of work has been offered by The Customer to NWT under this Framework Agreement and NWT confirms that it accepts this. Neither The Customer or any other Buyer has to offer NWT a Call-Off Contract.

Entire Agreement

- 6.7 This Framework Agreement is the entire agreement and understanding between the Parties.
- 6.8 Each of the Parties agrees that in entering into this Framework Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Framework Agreement.
- 6.9 Nothing in these Entire agreement clauses 8.7 to 8.9 (inclusive) will exclude liability or remedy for Fraud or fraudulent misrepresentation.

Law And Jurisdiction

- 6.10 Any disputes or matters (including non-contractual) under this Framework Agreement will be governed by and construed under the Laws of England and Wales and without prejudice to the dispute resolution process. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

Legislative Change

- 6.11 NWT won't be relieved of its obligations under this Framework Agreement or be entitled to increase the Framework Agreement prices as the result of a general change in Law or a Specific Change in Law, without prior written approval from The Customer.
- 6.12 If a Specific Change in Law is made which has a material impact on the delivery of the Services or the Framework Agreement price range, NWT will notify The Customer of the likely effects of that change. This will include whether any change is required to the Services, the Framework Agreement price range or this Framework Agreement.

Bribery And Corruption

- 6.13 NWT will ensure that neither it, nor any person acting on its behalf, will commit any Prohibited Act in connection with this Framework Agreement.
- 6.14 If NWT breaches the Bribery Act 2010, The Customer can End this Framework Agreement.

6.15 If NWT breaches these Bribery and corruption clauses 8.13 to 8.17 (inclusive), The Customer can End this Framework Agreement.

6.16 The Customer will be entitled to recover in full from NWT and NWT will on demand compensate The Customer in full for:

- the amount of value of any such gift, consideration or commission.
- any other Loss sustained by The Customer because of any breach of these. Bribery and corruption clauses 8.13 to 8.17 (inclusive).

6.17 The Parties agree that the Management Charge isn't an offence as described in section 1 of the Bribery Act 2010.

Freedom of Information Act (FoIA)

6.18 NWT acknowledges that The Customer is subject to the Freedom of Information Act (FoIA) and the Environmental Information Regulations (EIR).

6.19 NWT will co-operate with The Customer and Buyers to enable them to comply with their Information disclosure obligations under this Framework Agreement and any CallOff Contracts.

6.20 NWT will not respond directly to a Request for Information under the FoIA or EIR.

6.21 NWT will note that the Information disclosed in response to a FoIA or EIR request may include its Response. This may include attachments, embedded documents, any score or details of its evaluation.

6.22 The Customer is responsible for deciding whether the Commercially Sensitive Information or any other Information is exempt from disclosure under the provisions of the FoIA or the EIR.

6.23 The Customer may be required to disclose Information under the FoIA, EIR and the Ministry of Justice Code even where Information is identified as confidential or commercially sensitive. This may include disclosure of the information without consulting NWT or after having taken NWT's views into account.

6.24 If NWT considers any part of its Response or any other Supplier information to be confidential or commercially sensitive, NWT will promptly and in writing:

- identify this Information to The Customer.
- explain the potential implications of its disclosure, specifically addressing the public interest test as in the FoIA.
- estimate how long it believes such Information will remain confidential or commercially sensitive.

6.25 The Customer will consider this when making a decision under the FoIA or EIR.

6.26 NWT will:

- Transfer to The Customer all Requests for Information that it receives within 2 Working Days of receiving it.
- provide all necessary help reasonably requested by The Customer to enable The Customer to respond to the Request for Information within the timescales set out in section 10 of the FoIA or regulation 5 of the EIR.
- Provide The Customer with a copy of all Information about a Request for Information, in its possession or control, in the form that The Customer requires within 5 Working Days of The Customer's request.

6.27 The Customer will make reasonable efforts to notify NWT when it receives a relevant FoIA or EIR request so that NWT may make appropriate representations.

Promoting Tax Compliance

6.28 If tax non-compliance happens during the Framework Agreement, NWT will:

- Tell The Customer in writing within 5 Working Days
- Promptly provide The Customer with details of the steps it has taken to address the noncompliance.
- Provide any other information as The Customer reasonably needs 8.29 THE CUSTOMER can End this Framework Agreement for Material Breach if NWT doesn't:
- Comply with clause 8.28
- Provide details of any mitigating factors and its plans to prevent recurrence, which are acceptable to The Customer

Official Secrets Act

8.30 NWT will comply with, and ensure that NWT Staff comply with, the provisions of the Official Secrets Act 1911 to 1989 and Section 182 of the Finance Act 1989.

8.31 If NWT or NWT Staff fail to comply with the above Official Secrets Act clause 8.30, The Customer reserves the right to End this Framework Agreement with immediate effect by giving notice in writing to NWT.

Transfer And Subcontracting

8.32 NWT will not assign, novate, subcontract or in any other way dispose of this Framework Agreement or any part of it without The Customer's prior written approval. Subcontracting any part of this Framework Agreement will not relieve NWT of its duties under this Framework Agreement.

8.33 NWT will only subcontract with the prior written approval of the Buyer. If NWT chooses to use Subcontractors, this will be outlined in any order along with the percentage of delivery allocated to each Subcontractor.

8.34 NWT is responsible for the acts and omissions of its Subcontractors and Supplier Staff as though they are its own.

8.35 Provided that it does not increase the burden on NWT under the Framework Agreement, The Customer may assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement or any part of it to any:

- other body established by the Crown or under statute to substantially perform any of the functions previously performed by The Customer
- private sector body which substantially performs the functions of The Customer

Contracts (Rights of Third Parties) Act 1999

8.36 With the exception of Buyers who can enforce provisions intended for their benefit with The Customer's approval, a person who is not Party to this Framework Agreement has no right to enforce any of its terms.

8.37 The Customer may act as agent and trustee for each Buyer. The Customer can enforce any clause or recover any Loss for a Buyer for a breach of any clause.

Complaints Handling And Resolution

8.38 Either Party will notify the other Party of any complaints made by the Buyer's end users, which are not resolved within 5 Working Days.

8.39 If NWT is the Party providing the notice, the notice will contain full details of NWT's plans to resolve the complaint.

8.40 NWT will work to resolve the complaint within 10 Working Days.

8.41 NWT will provide full details of a complaint, including details of steps taken to resolve it, within 5 Working Days of a request by The Customer or the Buyer.

Conflicts Of Interest And Ethical Walls

8.42 NWT will not be in a position if there is a conflict, and will use reasonable endeavours to avoid being in a position if there is potential conflict between its financial, personal, and other interests (or those of NWT Staff or any affiliated company) and the duties owed to The Customer and the Buyer under this Framework Agreement or any Call-Off Contract.

8.43 Any breach of these Conflict of interest and ethical walls clauses 8.42 to 8.48 (inclusive) will be deemed to be a Material Breach.

8.44 A conflict of interest can happen if NWT, an affiliated company or a member of NWT Staff:

- is being considered for the opportunity to deliver Services and any of them has been involved in the same or other related projects that may give them an advantage.
- is related to someone in another supplier team or has a business interest in another supplier and both are part of the same team performing the Services
- has been provided with, or had access to, information which would give an unfair advantage in the buying process.

8.45 NWT will fully compensate and keep The Customer and all Buyers safe from Losses which the Buyer or the government may suffer as a result of a breach of these Conflict of interest and ethical walls clauses 8.42 to 8.47 (inclusive).

8.46 If NWT identifies a risk of a conflict or potential conflict, it will (before starting work under a Call-Off Contract):

- inform the Buyer of the conflict of interest and how it plans to mitigate the risk.
- if agreed by the Buyer, promptly establish the necessary ethical wall arrangements.

8.47 Details of the mitigation arrangements will be sent to the Buyer as soon as possible.

8.48 The Buyer will, at its discretion, notify NWT if the arrangements are acceptable or whether the risk or conflict is a Material Breach.

Publicity And Branding

8.49 NWT will not do or fail to do anything which may damage the public reputation of The Customer under this Framework Agreement or otherwise. The Customer may End the Framework Agreement for Material Breach if NWT causes material adverse publicity relating to or affecting The Customer or the Framework Agreement.

8.50 NWT will indemnify The Customer against all Losses resulting from NWT's use of The Customer's logo.

8.51 NWT will not make any press announcements about the Framework Agreement or any Call-Off Contracts without The Customer's written approval.

Equality And Diversity

8.52 NWT will comply with any discrimination Laws and other requirements and instructions which The Customer and the Buyer reasonably require.

8.53 NWT will make sure that all their Staff engaged in the performance of this Framework Agreement and any Call-Off Contract observe these Equality and diversity clauses 8.52 to 8.54 (inclusive).

8.54 NWT will notify The Customer immediately of any legal proceedings issued against it by any Supplier Staff on the grounds of discrimination.

Intellectual Property Rights

8.55 Other than as set out in any Call-Off Contract, neither The Customer, the Buyer nor NWT will acquire any right, title or interest in the other's Intellectual Property Rights (IPRs).

8.56 NWT will own or have a valid licence for any IPRs used to perform its obligations under this Framework Agreement and any Call-Off Contract. These will be maintained for the Term of the Framework Agreement and any relevant Call-Off Contracts.

Data Protection And Disclosure

8.57 a) The Parties will comply with the Data Protection Legislation and the provisions of these Data Protection and Disclosure clauses 8.57 to 8.62 (inclusive) will apply during the Term and for as long as NWT holds The Customer Personal Data. The Parties acknowledge that for the Data Protection Legislation, The Customer is

the Controller and NWT is the Processor. The only Processing that NWT is authorised to do in relation to this Framework Agreement is:

- "restricted to operations that are strictly necessary for the management/administration of this Framework Agreement; and
- "limited to Personal Data relating to The Customer and Buyer personnel, such as contact details, strictly required for the fulfilment of NWT's obligation under this Framework Agreement

b) NWT shall assist The Customer in the preparation of any Data Protection Impact Assessment required by the Data Protection Legislation prior to commencing any Processing.

c) NWT shall notify The Customer immediately if it considers that any of The Customer's instructions infringe the Data Protection Legislation. Otherwise, NWT shall only Process Personal Data only following paragraph a) above unless NWT is required to do otherwise by Law. If it is so required NWT shall promptly notify The Customer before Processing the Personal Data unless prohibited by Law.

8.58 a) NWT shall, concerning any Personal Data processed in connection with its obligations under this Framework Agreement:

- i. Ensure that it has in place Protective Measures, details of which shall be provided to The Customer on request, which is appropriate to protect against a Data Loss Event.
- ii. take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data, ensuring they are aware of and comply with NWT's obligations under Clauses 8.57 to 8.62 are subject to appropriate confidentiality undertakings.

b) Before allowing any Sub-processor to Process any Personal Data related to this Framework Agreement, NWT will:

- i notify The Customer in writing of the proposed Sub-processor(s) and obtain its written consent;
- ii ensure that it has entered into a written agreement with the Sub-processor(s) which gives effect to obligations set out in Clauses 8.57 to 8.62 such that they apply to the Sub-processor(s); and
- iii inform The Customer of any additions to, or replacements of the notified Sub-processors and The customer shall either i) provide its written consent or ii) object.

c) NWT shall not transfer Personal Data outside of the European Union unless The Customer's prior written agreement has been obtained, which shall be dependent on such a transfer satisfying relevant Data Protection Legislation requirements.

8.59 Taking account of the nature of the Processing NWT shall implement appropriate technical and organisational measures, insofar as this is possible to:

- iv Without undue delay notify The Customer of any third-party communication relating to the Parties' obligations under the Data Protection Legislation.
- v Assist the Customer in meeting any Data Protection Legislation obligations arising from such communication within the timescales mandated by the legislation.
- vi without undue delay notify The Customer of any Data Loss Event and provide such assistance as reasonably required by the Customer in respect of such a Data Loss Event.

8.60 NWT shall maintain complete and accurate records to demonstrate its compliance with Clauses 8.57 to 8.62. This obligation does not apply where NWT employs fewer than 250 staff unless The Customer decides that the Data Protection Legislation so requires. Whatever, NWT shall allow for audits of its Data Processing activity by The Customer or The Customer's designated auditor and shall designate a data protection officer if required by the Data Protection Legislation.

8.61 The Customer may at any time propose an agreement variation to revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.

8.62 The parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may at any time propose an agreement variation to amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer. Notices

8.63 Any notices sent will be in writing. An email is accepted as being 'in writing'. The Customer's email address is: info@crowncommercial.gov.uk

Manner of delivery	Deemed time of delivery	Proof of service
Email	9am on the first Working Day after sending	Sent in an emailed PDF to the correct email address without any error message

8.64 Other than a dispute notice under this Framework Agreement, this clause does not apply to any legal action or other method of dispute resolution which will be served at the following addresses:

For THE CUSTOMER:

For the attention of G-Cloud Team
Email: info@crownccommercial.gov.uk For NWT Limited:

2nd Floor, Stanford Gate,

South Road, Preston,
Brighton, BN1 6SB

For the attention of: Glenn Ballard glenn.ballard@newworldtech.io [insert supplier contact name and email address]

Insurance

8.65 NWT will have employer's liability insurance of at least £5,000,000 before the framework is awarded unless NWT is exempt under law. Suppliers will need to maintain further insurance to the indemnity levels and as set out in each Call-Off Contract.

Severability

8.66 If any part of the Framework Agreement becomes invalid, illegal or unenforceable, it will be removed from the Framework Agreement and the remaining parts of the Framework Agreement, or any Call-Off Contract will be unaffected.

8.67 If any fundamental part of this Framework Agreement becomes invalid, The Customer and NWT may agree to remedy the invalidity. If the Parties can't do this within 20 Working Days of becoming aware of the invalidity, the Framework Agreement will be automatically Ended, and each Party will be responsible for their costs.

Managing Disputes

8.68 When either Party notifies the other of a dispute, both Parties will attempt in good faith to negotiate a settlement within 20 Working Days. This will include escalation of the dispute to The Customer representative and NWT Representative.

8.69 The obligations of the Parties under this Framework Agreement will not be suspended, ceased or delayed by the reference of a dispute to mediation or arbitration and NWT and Supplier's Staff will continue to comply with the requirements of this Framework Agreement.

8.70 Nothing in this process prevents a Party from seeking any interim order restraining the other Party from, or compelling the other Party to do, any act.

8.71 If the dispute can't be resolved, either Party will be entitled to refer it to mediation unless:

- i. The Customer considers that the dispute is not suitable for resolution by mediation
- ii. NWT does not agree to mediation.

Mediation Process

8.72 A neutral adviser or mediator will be agreed by both Parties. If the Parties cannot agree on a mediator within 10 Working Days after a request by one Party to the other, either Party will as soon as possible, apply to the mediation provider or to the Centre for Effective Dispute Resolution (CEDR) to appoint a mediator. This application to CEDR will take place within 12 Working Days from the date of the proposal to appoint a mediator, or within 3 Working Days of notice from the mediator to either Party that they can't or won't act.

8.73 The Parties will meet the mediator within 10 Working Days of the mediator's appointment to agree on a structure for the negotiations. The Parties can at any stage ask the mediation provider for advice about the process.

8.74 Unless otherwise agreed, all negotiations and settlement agreements connected with the dispute will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

8.75 If the Parties reach an agreement, it will be put in writing and will be binding once it's signed by the Parties' authorised representatives.

8.76 Failing agreement, either Party can invite the mediator to provide a non-binding opinion in writing. This opinion will be provided and will not be used in evidence in any proceedings about this Framework Agreement without the prior written consent of both Parties.

8.77 If the dispute can't be resolved by mediation, the Parties can refer it to arbitration.

8.78 If the Parties fail to reach an agreement within 60 Working Days of the mediator being appointed, or another period as agreed by the Parties, it can be referred to the courts.

8.79 Either Party can request by written notice that the dispute is referred to expert determination if the dispute relates to:

- any technical aspect of the delivery of the Services

- the underlying technology
- financial issues

8.80 An expert will be appointed by written agreement between the Parties, but if they fail to agree on an expert within 10 Working Days of the first proposal by a Party, or if the person appointed is unable or unwilling to act, the expert will be appointed on the instructions of the relevant professional body.

8.81 The expert will:

- act fairly and impartially and not as an arbitrator.
- provide a determination that will be final and binding on the Parties, unless there's a material failure to follow the agreed process.
- decide the process to be followed and will be requested to make their determination within 30 Working Days of their appointment or as soon as possible and the Parties will provide the documentation that the expert needs.
- decide how and by whom the costs of the determination, including their fees and expenses, are to be paid. Any amount payable by one Party to another will be due within 20 Working Days of the Parties being notified of the determination.

8.82 The expert determination process will be conducted in private and will be confidential.

Confidentiality

8.83 Unless disclosure is expressly permitted elsewhere in this Framework Agreement, each Party will:

- treat the other Party's Confidential Information as confidential and safeguard it accordingly.
- not disclose it without the relevant Party's written consent

8.84 NWT will take all necessary precautions to ensure that any Customer Confidential Information is only disclosed to Supplier Staff to the extent that it is strictly necessary for this Framework Agreement and will ensure that they comply with the obligations under this clause.

8.85 The Confidentiality clauses will not apply to any Confidential Information received by one Party from the other which:

- is or becomes public knowledge (unless by breach of this Framework Agreement)
- was already in the possession of the receiving Party without restriction as to its disclosure.
- is received from a third party who lawfully acquired it and who is under no obligation to restrict its disclosure.
- is information independently developed without access to the other Party's Confidential Information
- will be disclosed under a statutory or legal obligation.
- is disclosed on a Confidential Basis to a professional adviser.

8.86 Nothing in this Framework Agreement will prevent The Customer from disclosing NWT's Confidential Information (including Management Information):

- for the examination and certification of The Customer's accounts
- for any examination under Section 6(1) of the National Audit Act 1983

- to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees.
- to any government department or any Buyer on the basis that the information can only be further disclosed to central government bodies and Buyers
- If the Customer (acting reasonably) deems disclosure appropriate for the performance of public functions
- for sharing knowledge of the G-Cloud Services and their performance with Buyers
- on a Confidential Basis to exercise its rights or comply with its obligations under any Call-Off Contract
- on a Confidential Basis to a proposed transferee, assignee or novatee of, or successor in title to The Customer

8.87 NWT will maintain physical and IT security that follows Good Industry Practice to ensure there is no unauthorised access to any Customer or Buyer Confidential Information and data.

8.88 Information about orders placed by a Buyer (including pricing information and the terms of any Call-Off Contract) can be published by The Customer and shared with other Buyers. If Confidential Information is shared with other Buyers, The Customer will notify the recipient that its contents are confidential.

8.89 If NWT fails to comply with these confidentiality clauses, The Customer reserves the right to end this Framework Agreement with immediate effect by notice in writing.

8.90 NWT will immediately tell The Customer about any security breach of The Customer's Confidential Information and will keep a record of those breaches. NWT will take all necessary steps to recover this information. NWT will cooperate with The Customer in any investigation into the breach that The Customer considers necessary.

8.91 Either Party can use techniques, ideas or knowledge gained during this Framework Agreement unless using them results in unauthorised disclosure of the other Party's Confidential Information or infringes Intellectual Property Rights under this Framework Agreement.

Waiver And Cumulative Remedies

8.92 The rights and remedies provided by this Framework Agreement can only be waived in writing by a Party if the intent is clear and will only apply in the specific circumstances outlined here. Unless a right or remedy of The Customer is expressed to be an exclusive right or remedy, the exercise of it by The Customer doesn't affect The Customer's other rights and remedies. Any failure or delay by a Party to exercise a right or remedy will not constitute a waiver.

8.93 The rights and remedies provided by this Framework Agreement are cumulative and, unless otherwise provided in this Framework Agreement, are not exclusive of any right or remedies provided at Law.

Schedule 2 - Self Audit Certificate

NWT will provide The Customer with Self-audit certificates within 3 months of this Framework Agreement expiring or Ending. It will be signed by the Head of Internal Audit, a Finance Director or the company's external auditor.

Schedule 3 – Glossary And Interpretations

1. If the context allows any words in the singular also include the plural meaning and the other way around.
2. The words 'include', 'includes' 'including' and 'for example' and words of similar effect will not limit the general effect of the words which precede them.
3. References to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees.
4. References to any statute, enactment, order, regulation or other similar instrument will 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.
5. Headings are included in this Framework Agreement for ease of reference only and will not affect the interpretation or construction of this Framework Agreement.
6. References in this Framework Agreement to any clause or Framework Schedule without further designation will be construed as a reference to the clause or sub-clause or Schedule to this Framework Agreement so numbered.
7. References in this Framework Agreement to any paragraph or sub-paragraph without further designation will be construed as a reference to the paragraph or sub-paragraph of the relevant Framework Schedule to this Framework Agreement so numbered.
8. Reference to a clause is a reference to the whole of that clause unless stated otherwise.
9. Approvals or agreements to be given by a Party should not be unreasonably withheld or delayed.
10. Reference to a month means a calendar month.

Additional Services

Any services ancillary to the G-Cloud Services that are in the scope of Section 2 (Services Offered) which a Buyer may request.

Admin Fees

The fees payable by NWT under clauses 6.13 to 6.18.

Alternative Clauses

The alternative clauses which the Buyer can incorporate as set out in Call-Off Schedule 4.

Applicant

Has the meaning given in paragraph 1.2 of the Invitation to Tender.

Application

The response submitted by NWT to the Invitation to Tender.

Assurance

The assurance verification process is performed by The Customer under clauses 5.17 and 5.18.

Audit

An audit carried out under this Framework Agreement in accordance with clauses 7.3 to 7.12

Buyer

A UK public sector body, or contracting authority, as described in the OJEU Contract Notice or Regulation 2 of the Public Contracts Regulations 2015, that can execute a Call-Off Contract under this Framework Agreement; or the contracting authority ordering services as identified in the Order Form (as the context provides).

Buyer Data

All data supplied by the Buyer to NWT including Personal Data and Service Data that is owned and managed by the Buyer.

Buyer Satisfaction Survey

A survey carried out under clauses 6.28 to 6.29 (Buyer Satisfaction Monitoring).

Buyer Software

Software owned by or licensed to the Buyer (other than under or for this Framework Agreement), which is or will be used by NWT for the purposes of providing the Services.

Buying Process

The ordering and award process is specified in Section 3 (How services will be bought).

Call-Off Buying Process

The process for placing orders is given in Section 3 (How services will be bought).

Call-Off Contract

The legally binding agreement (entered into following the provisions of this Framework Agreement) for the provision of Services made between a Buyer and NWT including the completed Order Form.

Call-Off Term

The period of the Call-Off Contract as specified in the Order Form.

The Customer Data

All data supplied by the Buyer to NWT including Personal Data that is owned and managed by The Customer.

The Customer Representative

The Customer representative for this Framework Agreement.

Charges

The prices (excluding any applicable VAT) payable to NWT by the Buyer under the Call-Off Contract.

Collaboration Agreement

An agreement between the Buyer and any combination of NWT and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end IT services.

Commercially Sensitive Information

Information, which The Customer has been notified about by NWT in writing (before the Start Date of the Framework Agreement) or the Buyer (before the Call-Off Contract Start Date) with full details of why the Information is considered commercially sensitive.

Comparable Supply

The supply of services to another customer of NWT that are the same or similar to any of the Services. Confidential Basis Any disclosure by the recipient to a third party is subject to a confidentiality agreement or arrangement containing the same terms as those placed on the recipient under the confidentiality clauses. Confidential Information Data, personal data and any information, which may include (but is not limited to) any:

- information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above.
- other information designated as being confidential or which should reasonably be considered to be confidential (whether or not it is marked 'confidential').

Control

'Control' as defined in sections 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.

Controller

Takes the meaning given in the Data Protection Legislation.

Crown

The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive, and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event

This means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

Data Protection Impact Assessment

An assessment by the Controller of the impact of the envisaged Processing by the Processor under this Framework Agreement on the protection of Personal Data.

Data Protection Legislation

(i) The GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy, including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.

Data Subject

Takes the meaning given in the Data Protection Legislation Default

This means any:

- breach of the obligations of NWT (including any fundamental breach or breach of a fundamental term)
- other default, negligence or negligent statement of NWT, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Framework Agreement.

Unless otherwise specified in this Framework Agreement NWT is liable to The Customer for a Default of the Framework Agreement and concerning a Default of the Call-Off Contract, NWT is liable to the Buyer. Digital Marketplace The government marketplace where Services are available for purchase <https://www.digitalmarketplace.service.gov.uk/>

Direct Award Criteria

The award criteria to be applied for the award of Call-Off Contracts for G-Cloud Services set out in Section 3 (How services will be bought).

DOTAS

The Disclosure of Tax Avoidance Schemes rules require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide information on them within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made that Act as extended to National Insurance Contributions by the National Insurance Contributions Regulations 2012 made under section 132A Social Security Administration Act 1992.

DPA 2018

Data Protection Act 2018.

End

Means to terminate; and Ended and Ending will be construed accordingly. **Environmental Information Regulations or EIR**

The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about these regulations.

Employment Status Indicator Test Tool Or ESI Tool

The HMRC Employment Status Indicator test tool. The most up-to-date version will be used. At the time of drafting, the tool may be found here: <https://www.gov.uk/guidance/check-employmentstatus-for-tax>

Force Majeure

A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:

- acts, events or omissions beyond the reasonable control of the affected Party
- riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare.
- acts of government, local government, or Regulatory Bodies
- fire, flood or disaster and any failure or shortage of power or fuel.

- industrial dispute affecting a third party for which a substitute third party is not reasonably available.

The following do not constitute a Force Majeure event:

- any industrial dispute about NWT, its staff, or failure in NWT's (or a Subcontractor's) supply chain
- any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure.
- the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Framework Agreement was entered into.
- any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans.

Framework Agreement

The clauses of this Framework Agreement, the Invitation to Tender together with the Framework Schedules.

Framework Suppliers

NWTs (including NWT) who have been awarded a G-Cloud I0 Framework Agreement.

Fraud

Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts concerning this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown.

Freedom of Information Act or FoIA

The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.

GDPR

The General Data Protection Regulation (Regulation (EU) 2016/679).

General Anti-Abuse Rule

The legislation in Part 5 of the Finance Act 2013 and any future legislation introduced to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.

Good Industry Practice

Standards, practices, methods and processes conforming to the Law and the exercise of that 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 undertaking under the same or similar circumstances.

Group of Economic Operators

A partnership or consortium not (yet) operating through a separate legal entity.

Guarantee

The guarantee in Call-Off Schedule 5 (Guarantee).

Guidance

Any current UK Government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK Government guidance and the Crown Commercial Service Guidance, current UK Government guidance will take precedence.

Halifax Abuse Principle

The principle is explained in the CJEU Case C-255/02 Halifax and others.

Implementation Plan

The plan is set out in the Order Form.

Information

This has the meaning given under section 84 of the Freedom of Information Act 2000.

IR35

IR35 is also known as 'intermediaries' legislation'. It's a set of rules that affect tax and National Insurance if a Supplier is contracted to work for a client through an intermediary.

Inside IR35

Employment engagements that would be within the scope of the IR35 Intermediaries legislation if assessed by the ESI tool.

Insolvency Event

Can be:

- a voluntary arrangement
- a winding-up petition
- the appointment of a receiver or administrator
- an unresolved statutory demand
- a Schedule A1 moratorium

Intellectual Property Rights or IPR

a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction c) all other rights having an equivalent or similar effect in any country or jurisdiction

Intermediary

For the purposes of the IR35 rules, an intermediary can be:

- NWT's own limited company
- a service or a personal service company
- a partnership

It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example an employment agency).

Invitation to Tender

The Invitation to Tender for this Framework Agreement.

Key Performance Indicators

The performance indicators in clause 6.30.

Know-How

All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in NWT's or The Customer's possession before the Start Date.

Law

Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.

LED

Law Enforcement Directive (Directive (EU) 2016/680).

Loss

All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly.

Lot

Any of the 3 lots specified in the Invitation to Tender and 'Lots' will be construed accordingly.

Management Charge

The sum paid by NWT to The Customer being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.

Management Information or MI

The management information specified in Section 6 (What you report to The Customer).

Material Breach

A breach by NWT of the following clauses in this Framework Agreement:

- IR35
- Transfer and subcontracting.
- Equality and diversity
- Conflicts of interest and ethical walls
- Warranties and representations
- Management information
- Management charge

- Publicity and branding
- Bribery and corruption
- Fraud and notice of fraud.
- Data protection and disclosure
- Intellectual Property Rights
- Confidentiality
- Any single serious breach or persistent failure to perform as required by this Framework Agreement or under a Call-Off Contract

MI Failure

A failure by NWT to provide as set out in clause 6.9.

Ministry of Justice Code

The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part I of the Freedom of Information Act 2000.

MI report

The management information report provided by NWT under Section 6 (What you report to The Customer).

OJEU Notice

The contract notices in the Official Journal of the European Union, seeking expressions of interest from potential providers of G-Cloud Services.

Order

An order for G-Cloud Services was placed by a Buyer with NWT under the Buying Process.

Order Form

The order form in the Call-Of Contract is to be used by a Buyer to order G-Cloud Services.

Parent Company

Any company which is the ultimate Holding Company of NWT.

Party

Party for the purposes of the:

- Framework Agreement, The Customer or NWT
- Call-Off Contract, NWT or the Buyer and 'Parties' will be interpreted accordingly.

Personal Data

Takes the meaning given in the Data Protection Legislation

Processing

Takes the meaning given in the Data Protection Legislation

Processor

Takes the meaning given in the Data Protection Legislation

Prohibited Act To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or The Customer a financial or other advantage to:

- Induce that person to perform improperly a relevant function or activity.
- Reward that person for improper performance of a relevant function or activity.
- Commit any offence:
 - under the Bribery Act 2010
 - under legislation creating offences concerning Fraud
 - at common Law concerning Fraud
 - committing or attempting or conspiring to commit Fraud.

Protective Measures

Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored promptly after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

Regulations

The Public Contracts Regulations 2015 (at <https://www.legislation.gov.uk/ukSI/2015/102/contents/made>) and the Public Contracts (Scotland) Regulations 2015 (at <https://www.legislation.gov.uk/ssi/2015/446/contents/made>)

Regulatory Bodies

Government departments and other bodies, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Framework Agreement.

Relevant Person

Any employee, agent, servant, or representative of The Customer, any other public body or person employed by or on behalf of The Customer, or any other public body.

Reporting Date

The seventh day of each month following the month to which the relevant MI relates. A different date can be chosen if agreed between the Parties.

Request(s) for Information

A request for information or an apparent request under the Code of Practice on Access to Government Information, FoIA or the Environmental Information Regulations.

Response

The response submitted by NWT to the Invitation to Tender.

Self-Audit Certificate

The certificate in the form in Schedule 2 (Self Audit Certificate), to be provided to The Customer by NWT.

Services

Means G-Cloud Services and any/or Additional Services.

Service Definition(s)

The definition of NWT's G-Cloud Services provided as part of their Application includes, but is not limited to, those items listed in Section 2 (Services Offered) of this Framework Agreement.

Service Description

The description of NWT service offering is published on the Digital Marketplace.

Service Personal Data

The Personal Data supplied by a Buyer to NWT in the course of the use of the G-Cloud Services for purposes of, or in connection with, this Framework Agreement or a Call-Off Contract.

Specific Change in Law

A change in the Law that relates specifically to the business of The Customer and which would not affect a Comparable Supply.

Standstill Period

Has the meaning given in paragraph 11.4 of the Invitation to Tender.

Start Date

For the Framework Agreement, the start date is as outlined in 'Section 1 - The appointment'. For the Call-Off Contract, start date is as described in the Order Form.

Subcontract

Any contract or agreement or proposed agreement between NWT and a Subcontractor in which the Subcontractor agrees to provide to NWT the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.

Subcontractor

Any third party engaged by NWT under a Subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services. Subprocessor Any third party appointed to process Personal Data on behalf of NWT under this Framework Agreement.

Supplier Declaration

The document contains the selection and award questions for the procurement.

Supplier Representative

The representative appointed by NWT about this Framework Agreement.

Supplier Staff

All persons employed by NWT together with NWT's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Framework Agreement or any Call-Off Contracts.

Supplier Terms

NWT's terms and conditions for G-Cloud Services and as set out in Section 2 (Services offered) and in the form supplied as part of NWT's Application.

Tax Non-Compliance

(a) Any tax return NWT submitted to HMRC, or the relevant tax authority if NWT is established on or after 1 October 2012, is found to be incorrect as a result of:

- (i) HMRC or the relevant tax authority successfully challenging NWT under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an equivalent effect
- (ii) the failure of an avoidance scheme used by NWT which should be notified to HMRC or the relevant tax authority under the DOTAS or any equivalent regime.

(b) NWT's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any country for tax-related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion

Term

The term of this Framework Agreement is specified in Section 1 (The appointment).

Working Days

Any day other than a Saturday, Sunday or public holiday in England and Wales.

Year

A contract year.