



Framework Agreement for the provision of Digital Design, Development Support & Maintenance Services

Dated: (START DATE)

(1) (CLIENT NAME)
and
(2) ZOOCHA LIMITED

Prepared for Zoocha Limited By:



Longmores Solicitors
24 Castle Street
Hertford
Hertfordshire
SG14 1HP

Ref:

THIS Agreement is made
on:

.....

Between

(1)with registered office situated at with
Company Number (the "**Buyer**");

and

(2) **ZOOCHA LIMITED** with registered office situated at Second Floor, Seed
Warehouse, Hertford, Hertfordshire SG14 1PX (Company Number 7048429) (the
"**Supplier**").

RECITALS

- (A) This Framework Agreement sets out the ordering procedure for services which may be required by the Buyer, the main terms and conditions for any Call-Off Contract which the Buyer may conclude, and the obligations of the Supplier during and after the term of this Framework Agreement.
- (B) It is the Parties' intention that there will be no obligation for the Buyer to award any orders under this Framework Agreement during its Term.

IT IS AGREED as follows:

1.	INTERPRETATION
1.1	Unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Call-Off Contract"	means the legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between the Buyer and the Supplier comprising an Order Form and the Call-Off Terms and Conditions and the Framework Agreement
"Call-Off Terms and Conditions"	means the terms and conditions set out in Schedule



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"Commencement Date"	means the date of this Framework Agreement
"Confidential Information"	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either Party and all personal data and special category data within the meaning of the Data Protection Legislation
"Data Protection Legislation"	has the definition as set out in Schedule 3.
"Framework Agreement"	means this agreement and all Schedules to this agreement
"Intellectual Property Rights"	means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off
"Law"	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972 or judgement of a relevant court of law
"Month"	means a calendar month
"Order"	means an order for Services served by the Buyer on the Supplier in accordance with the ordering procedures specified in Clause 6
"Order Form"	means a document setting out details of an Order in the form set out in Schedule 1
"Party"	means the Buyer and/or the Supplier
"Services"	means the digital services provided by the Supplier to the Buyer
"Staff"	means all persons employed by the Supplier



	together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Framework Agreement or Call-Off Contracts
"Term"	means the period commencing on the Commencement Date and ending on the fourth anniversary of the Commencement Date or on earlier termination of this Framework Agreement
"Working Days"	means any day other than a Saturday, Sunday or public holiday in England and Wales
"Year"	means a calendar year

1.2	The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:
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1.2.1	words importing the singular meaning include where the context so admits the plural meaning and vice versa;
1.2.2	words importing the masculine include the feminine and the neuter;
1.2.3	the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
1.2.4	references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
1.2.5	references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
1.2.6	headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
1.2.7	references in this Framework Agreement to any Clause or Sub-Clause or Schedule without further designation shall be construed as a reference to the Clause or Sub-Clause or Schedule to this Framework Agreement so numbered;
1.2.8	references in this Framework Agreement to any paragraph or subparagraph without further designation shall be construed as a reference to the paragraph or subparagraph of the relevant Schedule to



	this Framework Agreement so numbered;
1.2.9	reference to a Clause is a reference to the whole of that clause unless stated otherwise;
1.2.10	in the event and to the extent only of any conflict between the Clauses and the remainder of the Schedules, the Clauses shall prevail over the remainder of the Schedules.

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

3.	SCOPE OF FRAMEWORK AGREEMENT
3.1	This Framework Agreement governs the relationship between the Buyer and the Supplier in respect of the provision of the Services by the Supplier to the Buyer.
3.2	The Buyer may at its absolute discretion and from time to time order Services from the Supplier in accordance with the Ordering Procedure during the Term.
3.3	The Supplier acknowledges that there is no obligation for the Buyer to purchase any Services from the Supplier during the Term.
3.4	No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Buyer in respect of the total quantities or values of the Services to be ordered by it pursuant to this Framework Agreement and the Supplier acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation

4.	SUPPLIER'S APPOINTMENT
	The Buyer appoints the Supplier as a potential supplier of the Services and the Supplier shall be eligible to be considered for Orders for such Services by the Buyer during the Term.

5.	NON-EXCLUSIVITY
	The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Buyer for Services from the Supplier and that the Buyer is at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all services which are the same as or similar to the Services.



6.	ORDERING PROCEDURES
	Form of Order
6.1	The Buyer may place an Order with the Supplier by serving an order in writing in substantially the form set out in Schedule 1 or such similar or analogous form agreed with the Supplier including systems of ordering involving facsimile, electronic mail or other on-line solutions.
	Accepting and Declining Orders
6.2	Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period (taking into account all relevant circumstances in relation to the subject matter and nature of an Order) determined by the Buyer and notified to the Supplier in writing at the same time as the submission of the Order (which in any event shall not be less than five (5) Working Days nor exceed ten (10) Working Days) acknowledge receipt of the Order and either:

6.2.1	notify the Buyer that it declines to accept the Order; or
6.2.2	notify the Buyer that it accepts the Order by signing and returning the Order Form.

6.3	If the Supplier:
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6.3.1	notifies the Buyer that it declines to accept an Order; or
6.3.2	the time-limit referred to in Clause 6.2 has expired;
	then the offer from the Buyer to the Supplier shall lapse.

6.4	The Supplier in agreeing to accept such an Order pursuant to Clause 6.2 above shall enter a Call-Off Contract with the Buyer for the provision of Services referred to in that Order. A Call-Off Contract shall be formed on the Buyer's receipt of the signed Order Form provided by the Supplier (or such similar or analogous form agreed with the Supplier) pursuant to Clause
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7.	CALL-OFF CONTRACT PERFORMANCE
7.1	The Supplier shall perform all Call-Off Contracts entered into with the Buyer in accordance with:

7.1.1	the requirements of this Framework Agreement; and
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7.1.2	the terms and conditions of the respective Call-Off Contracts.
7.2	In the event of, and only to the extent of, any conflict between the terms and conditions of this Framework Agreement and the terms and conditions of a Call-Off Contract, the terms and conditions of the Call-Off Contract shall prevail.
8.	PRICES FOR SERVICES
	The prices offered by the Supplier for Call-Off Contracts to The Buyer for Services shall be based on the prices set out in Schedule 1.
9.	STATUTORY REQUIREMENTS
	The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of any Call-Off Contract.
10.	CONFIDENTIALITY
	The Parties shall comply with Schedule 4.
11.	DATA PROTECTION
	The parties shall comply with Schedule 3.
12.	PUBLICITY
	Unless otherwise directed by the Buyer, the Supplier shall not make any press announcements or publicise this Framework Agreement in any way without the Buyer's prior written consent.
13.	TERMINATION
	Termination on Default - Buyer
13.1	The Buyer may terminate the Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice:-
13.1.1	where the Supplier commits a material breach of this Framework Agreement and:-
(a)	the Supplier has not remedied the material breach within 14 days, or such



	longer period as may be specified by the Buyer, after issue of a written notice specifying the material breach and requesting it to be remedied; or
(b)	the material breach is not capable of remedy.

	Termination on Default – Seller
13.2	The Seller may terminate the Framework Agreement by serving written notice on the Buyer with effect from the date specified in such notice:

13.2.1	where the Buyer commits a material breach of this Framework Agreement and:
(a)	the Buyer has not remedied the material breach within 14 days, or such longer period as may be specified by the Seller, after issue of a written notice specifying the material breach and requesting it to be remedied; or
(b)	the material breach is not capable of remedy.

	Termination on Insolvency
13.3	Either Party may terminate this Framework Agreement with immediate effect by notice in writing where any of the following occurs in respect of the other Party:-

13.3.1	a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
13.3.2	a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
13.3.3	a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
13.3.4	a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
13.3.5	an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or



13.3.6	it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
13.3.7	any event similar to those listed in Clause 13.3.1 to Clause 13.3.6 occurs under the law of any other jurisdiction.

	Termination at will
13.4	Either Party shall have the right to terminate this Framework Agreement at any time by giving six Months' written notice to the other Party.

14.	CONSEQUENCES OF TERMINATION AND EXPIRY
14.1	Notwithstanding the service of a notice to terminate the Framework Agreement, each Party shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this Clause 14.
14.2	Termination or expiry of the Framework Agreement shall not cause any Call-Off Contracts to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms or unless the notice of termination terminating the Framework Agreement states that it is also to constitute notice terminating all Call-Off Contracts between the Buyer and the Supplier.
14.3	Within ten (10) Working Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return to the Buyer any data and Confidential Information belonging to the Buyer in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Buyer (in which event the Buyer will reimburse the Supplier's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Buyer, save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance.
14.4	Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.
14.5	The provisions of Clauses 10, 11, 15, 21, 23 and 24 and Schedules 3 and 4 shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.



15.	LIABILITY AND INSURANCE
15.1	The Supplier shall effect and maintain the following insurances for the duration of the Framework Agreement in relation to the performance of the Framework Agreement:-
15.1.1	public liability insurance with a minimum limit of indemnity of £2,000,000 for each individual claim;
15.1.2	employer's liability insurance with a minimum limit of indemnity as required by law from time to time; and
15.1.3	professional indemnity insurance with a minimum limit of indemnity of £500,000 for each individual claim.
15.2	Any excess or deductibles under such insurance shall be the sole and exclusive responsibility of the Supplier.
15.3	The Supplier shall produce to the Buyer, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
15.4	Nothing in this Framework Agreement shall limit or exclude the Supplier's liability for:
15.4.1	death or personal injury caused by its negligence, or the negligence of its Staff;
15.4.2	fraud or fraudulent misrepresentation; or
15.4.3	breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.
15.5	the Supplier shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Framework Agreement
16.	TRANSFER AND SUBCONTRACTING
	The Framework Agreement is personal to the Parties and neither Party shall assign, novate or otherwise dispose of the Framework Agreement or any part thereof without the previous consent in writing of the other Party. Neither Party shall be entitled to sub-contract any of its rights or obligations under this Framework Agreement without the prior written consent of the other Party.



17.	RIGHTS OF THIRD PARTIES
	A person who is not party to this Framework Agreement (" Third Party ") has no right to enforce any term of this Framework Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. If the Parties rescind this Framework Agreement or vary any of its terms in accordance with the relevant provisions of this Framework Agreement, such rescission or variation will not require the consent of any Third Party.

18.	ENTIRE AGREEMENT
	This Framework Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters, save in the case of fraud or fraudulent misrepresentation.

19.	NOTICES
19.1	Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.
19.2	Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in Clause 19.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.
19.3	For the purposes of Clause 19.2, the address of each Party shall be:

19.3.1	For the Buyer:	.....
	Address:	.....
	For the attention of:	.....
	Tel:	.....
	Email:	.....



19.3.2	For the Supplier:	
	Address:	Second Floor, Seed Warehouse, The Wash, Hertford, Hertfordshire SG14 1PX
	For the attention of:	Will Huggins
	Tel:	01992 256 700
	Email:	will@zoocha.com

19.4	Either Party may change its address for service by serving a notice in accordance with this Clause.
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20.	WAIVER
20.1	A waiver of any right under this Framework Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under this Framework Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
20.2	Unless specifically provided otherwise, rights arising under this Framework Agreement are cumulative and do not exclude rights provided by law

21.	SEVERANCE
21.1	If a court or any other competent authority finds that any provision of this Framework Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Framework Agreement shall not be affected.
21.2	If any invalid, unenforceable or illegal provision of this Framework Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable

22.	VARIATION
	Except as set out in this Framework Agreement, any variation, including the introduction of any additional terms and conditions, to this Framework Agreement, shall only be binding when agreed in writing and signed by both of the Parties.



23.	DISPUTE RESOLUTION
	The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Framework Agreement. Within seven (7) days of either Party notifying the other of a dispute the persons identified in Clause 19 above shall meet in order to try and resolve the dispute.
23.1	The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Framework Agreement. Within seven (7) days of either Party notifying the other of a dispute the persons identified in Clause 19 above shall meet in order to try and resolve the dispute.
23.2	If the dispute is not resolved pursuant to Clause 23.1 then the Parties shall be entitled to take whatever action each considers necessary in order procure resolution of the dispute subject to Clause 24.

24.	LAW AND JURISDICTION
	The Buyer and the Supplier accept the exclusive jurisdiction of the English courts and agree that the Framework Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed according to English Law.

SIGNED by or on behalf of the Parties on the date which first appears in the Framework Agreement

For and on behalf of Zoocha Limited:

Name and Title	Will Huggins - CEO
Signature	
Date	

For and on behalf of the Buyer:

Name and Title	.....
Signature	
Date	





SCHEDULE 1**ZOOCHA ORDER FORM**

Buyer	.....
Invoice Address	.....
Contact Reference:	Name: Role: Phone: Email:
Purchase Order Number	.....
Order Date	.....

Supplier:	Zoocha Limited
For the attention of:	Name: Will Huggins Role: CEO Phone: 01992 256700 Email: accounts@zoocha.com
Supplier Address:	Second Floor, Seed Warehouse, Maidenhead Yard, Hertford, Hertfordshire SG14 1PX

1. Services Order Requirement				
1.1. Services Required:				
Task	Description	Days	Rate	Totals
1.2. Commencement Date:				
1.3. Price Payable by Customer:				
1.4. Completion Date:				



By signing and returning this Order Form, Zoocha Limited agrees to enter a legally binding contract with the Buyer to provide the Buyer the Services specified in this Order Form, incorporating the rights and obligations in the Call-Off Terms and Conditions set out on the Framework entered into by the Supplier and the Buyer on

For and on behalf of Zoocha Limited

Name	Will Huggins
Role	CEO
Signature	
Date	

For and on behalf of the Buyer

Name	.....
Role	.....
Signature	
Date	



SCHEDULE 2**CALL-OFF TERMS AND CONDITIONS**

1.	GENERAL PROVISIONS
1.1	Definitions
	In the Contract unless specifically detailed below, the Definitions set out in the Framework Agreement apply herein.

"Commencement Date"	means the date set out in the Order Form
"Contract"	means the written agreement between the Buyer and the Supplier consisting of the Order Form these call off terms and conditions and the clauses of the Framework Agreement save that for the purposes of Clause 1.4.2 only, reference to Contract shall not include the Order Form
"Contract Period"	means the period from the Commencement Date to: (a) the date of expiry set out in Clause 1.3 (Initial Contract Period); or (b) following an extension pursuant to Clause 4.5 (Extension of Initial Contract Period), the date of expiry of the extended period; or (c) such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract
"Contract Price"	means the price (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Contract, as set out in the Order Form, for the performance by the Supplier of its obligations under the Contract
"Default"	means any material breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) and in respect of which such Party is liable to the other
"Force Majeure"	means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear,



	biological or chemical warfare; or any other disaster, natural or man-made
"Framework Agreement"	means the framework agreement for the provision of Services between the Buyer and the Supplier dated
"IPRs"	means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off
"Initial Contract Period"	means the period from the Commencement Date to the date of expiry set out in Clause 1.3 (Initial Contract Period), or such earlier date of termination or partial termination of the agreement in accordance with the Law or the provisions of the Contract
"Key Personnel"	means any individual identified in the Order Form as being key personnel
"Order Form"	means the order submitted to the Supplier by the Buyer in accordance with the Framework Agreement which sets out the description of the Services to be supplied including, where appropriate, the Key Personnel and the timeframe
"Pre-Existing IPR"	shall mean any Intellectual Property Rights vested in or licensed to the Buyer or the Supplier prior to or independently of the performance by the Buyer or the Supplier of their obligations under the Contract and in respect of the Buyer includes, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs
"Project Specific IPRs"	shall mean any Intellectual Property Rights specifically developed or produced by the Supplier in the performance of its obligations under the Contract, but specifically excluding any Pre-Existing IPR
"Services"	means the services to be supplied as specified in the Order Form
"Supplier"	means the person, firm or company with whom the



	Buyer enters into the Contract as identified in the Order Form
"Variation"	has the meaning given to it in Clause 4.2 (Variation)
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England and Wales

1.2	Interpretation
	The interpretation and construction of the Contract shall be subject to the following provisions:-

1.2.1	words importing the singular meaning include where the context so admits the plural meaning and vice versa;
1.2.2	words importing the masculine include the feminine and the neuter;
1.2.3	the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
1.2.4	references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
1.2.5	references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
1.2.6	headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract; and
1.2.7	reference to a clause is a reference to the whole of that clause unless stated otherwise.

1.3	Initial Contract Period
	The Contract shall take effect on the Commencement Date and shall expire automatically on the date set out in the Order Form, unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under Clause 4.5 (Extension of Initial Contract



	Period).
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1.4	Entire Agreement
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1.4.1	This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters excluding fraud or fraudulent misrepresentation.
1.4.2	In the event of and only to the extent of any conflict between the Order Form, the clauses of the Contract and any document referred to in those clauses, the conflict shall be resolved in accordance with the following order of precedence:-
	(a) the Order Form;
	(b) the clauses of the Contract; and
	(c) any other document referred to in the clauses of the Contract.
1.4.3	The Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

1.5	Notices
	Clause 19 of the Framework Agreement shall apply in respect of any notice to be given under this Contract.

2.	SUPPLY OF SERVICES
2.1	The Services

2.1.1	The Supplier shall supply the Services during the Contract Period in accordance with the Contract in consideration for the payment of the Contract Price.
2.1.2	The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Order, but such dates shall be estimates only and time shall not be of the essence for the performance of the Services.



2.2	Manner of Carrying Out the Services
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2.2.1	To the extent that the standard of Services has not been specified in the Contract the Supplier shall agree the relevant standard of the Services with the Buyer prior to the supply of the Services and in any event, the Supplier shall perform its obligations under the Contract in accordance with the Law.
2.2.2	The Supplier shall ensure that it and all Staff supplying the Services shall do so with reasonable skill and care.

2.3	Key Personnel
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2.3.1	The Parties have agreed to the appointment of the Key Personnel. The Supplier shall and shall procure that any sub-contractor shall obtain the prior written approval of the Buyer before removing or replacing any Key Personnel during the Contract Period, and, where possible, at least one months' written notice must be provided by the Supplier of its intention to replace Key Personnel.
2.3.2	The Buyer shall not unreasonably delay or withhold its consent to the appointment of a replacement for any relevant Key Personnel by the Supplier or sub-contractor.

2.4	Buyer's Obligations
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2.4.1	The Buyer shall:
	(a) ensure that the terms of the Order are complete and accurate;
	(b) co-operate with the Supplier in all matters relating to the Services;
	(c) provide the Supplier and its Staff, with access to the Buyer's premises, office accommodation and other facilities as reasonably required by the Supplier; and
	(d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects.
2.4.2	If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Buyer or failure by the



	Buyer to perform any relevant obligation (Buyer Default):
	(a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays the Supplier' performance of any of its obligations;
	(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 2.4.2; and
	(c) the Buyer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Buyer Default.

3.1	PAYMENT AND CONTRACT PRICE
3.1	Contract Price

3.1.1	In consideration of the Supplier's performance of its obligations under the Contract, the Buyer shall pay the Contract Price in accordance with Clause 3.2 (Payment and VAT).
3.1.2	The Buyer shall, in addition to the Contract Price and following evidence of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

3.2	Payment and VAT
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3.2.1	The Buyer shall pay all sums due to the Supplier in cleared funds within ten (10) days of receipt of a valid invoice, submitted in accordance with the payment profile set out in the Order Form.
3.2.2	The Supplier shall ensure that each invoice contains appropriate references and a description of the Services provided.
3.2.3	The Supplier shall add VAT to the Contract Price at the prevailing rate as applicable.
3.2.4	The Supplier may suspend the supply of the Services if the Buyer fails to pay any undisputed sums of money due to the Supplier.
3.2.5	Without limiting any other right or remedy of the Supplier, if the Buyer fails



to make any payment due to the Supplier under the Contract by the due date for payment **(Due Date)**, the Supplier shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current Barclays Bank plc base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement, and compounding quarterly.

3.3 Recovery of Sums Due

- 3.3.1 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 3.3.2 The Buyer shall make any payments due to the Supplier without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Supplier to the Buyer.

3.4 The Contracts (Rights of Third Parties) Act 1999

A person who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

3.5 Intellectual Property Rights

- 3.5.1 Save as granted elsewhere under the Contract, neither the Buyer nor the Supplier shall acquire any right, title or interest in the other's Pre-Existing IPR.
- 3.5.2 All title to and all rights and interest in the Project Specific IPRs shall vest in the Buyer. The Supplier hereby assigns to the Buyer, with full title guarantee, title to and all rights and interest in the Project Specific IPRs and/or shall procure that the first owner of the Project Specific IPRs also does so.
- 3.5.3 [The Supplier shall, during and after the Contract Period, indemnify and keep indemnified against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Buyer may suffer or incur as a result of any claim that the performance by the Supplier of the Services infringes or allegedly infringes a third party's Intellectual Property Rights].



4.1	CONTROL OF THE CONTRACT
4.1	Transfer and Sub-Contracting

4.1.1	The Buyer shall not assign, novate, sub-contract or in any other way dispose of the Contract or any part of it without the prior written approval of the Supplier
4.1.2	Sub-contracting any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under the Contract. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though they are its own.

4.2	Variation
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4.2.1	Subject to the provisions of this Clause 4.2, the Buyer may request a variation to Services ordered provided that such variation does not amount to a material change to the Order. Such a change is hereinafter called a "Variation".
4.2.2	The Buyer may request a Variation by completing and sending the Variation form attached at Appendix 1 (" the Variation Form ") to the Supplier giving sufficient information for the Supplier to assess the extent of the Variation and any additional cost that may be incurred. The Supplier shall respond to a request for a Variation within the time limits specified in the Variation Form. Such time limits shall be reasonable having regard to the nature of the Order.
4.2.3	In the event that the Supplier is unable to provide the Variation to the Services or where the Parties are unable to agree a change to the Contract Price, the Parties shall continue to perform their obligations under the Contract without the Variation.
4.2.4	If the Parties agree the Variation and any variation in the Contract Price, the Supplier shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in the Contract.

4.3	Cumulative Remedies
	Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

4.4	Monitoring of Contract Performance
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	The Supplier shall comply with the monitoring arrangements set out in the Order Form including, but not limited to, providing such data and information as the Supplier may be required to produce under the Contract.
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4.5	Extension of Initial Contract Period
	Subject to satisfactory performance of its obligations under the Contract by the Supplier during the Initial Contract Period, the Buyer may, by giving written notice to the Supplier not less than 7 days prior to the last day of the Initial Contract Period, extend the Contract for any further period specified in the Order Form. The provisions of the Contract will apply throughout any such extended period.

5.1	LIABILITIES
5.1	Liability

5.1.1	Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
	(a) death or personal injury caused by its negligence or that of its employees agents or sub-contractors;
	(b) fraud or fraudulent misrepresentation by it or that of its employees agents or sub-contractors;
	(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.
5.1.2	Subject to Clause 5.1.1:
	(a) the Supplier shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
	(i) loss of profit; or
	(ii) any indirect or consequential loss; or
	(iii) additional operational and/or administrative expenses; or
	(iv) any wasted expenditure or charges rendered unnecessary and/or incurred by the Buyer; or
	(v) the additional cost of procuring replacement services for the remainder of the Contract Period following termination of the Contract;
	arising under or in connection with the Contract; and



	(b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed [the Contract Price].
5.1.3	Except as set out in the Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
5.1.4	This Clause 5.1 shall survive termination of the Contract

5.2	Warranties and Representations
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5.2.1	The Supplier warrants that:-
	(a) it has full capacity and authority and all necessary consents to enter into and perform its obligations under the Contract;
	(b) the Contract is executed by a duly authorised representative of the Supplier;
	(c) in entering the Contract it has not committed any fraud;
	(d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
	(e) it is not subject to any contractual obligation, compliance with which is likely to have an adverse affect on its ability to perform its obligations under the Contract;
	(f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
	(g) it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract; and
	(h) the Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with reasonable skill, care and diligence.
5.2.2	The Buyer warrants that:-



	(a) it has full capacity and authority and all necessary consents to enter into and perform its obligations under the Contract;
	(b) the Contract is executed by a duly authorised representative of the Buyer;
	(c) in entering the Contract it has not committed any fraud;
	(d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
	(e) it is not subject to any contractual obligation, compliance with which is likely to have an adverse affect on its ability to perform its obligations under the Contract;
	(f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Buyer or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and
	(g) it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract.

6.	DEFAULT, DISRUPTION AND TERMINATION
6.1	Termination on insolvency

6.1.1	Either Party may terminate the Contract with immediate effect by giving notice in writing where any of the following occurs in respect of the other Party:-
	(a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
	(b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
	(c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or



	(d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
	(e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
	(f) it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
	(g) any event similar to those listed in Clause 6.1.1(a) - (f) occurs under the law of any other jurisdiction.

6.2	Termination on Default – Buyer
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6.2.1	The Buyer may terminate the Contract by giving written notice to the Supplier with immediate effect if the Supplier commits a Default and if:
	(a) the Supplier has not remedied the Default within seven (7) Working Days, or such longer period as may be specified by the Buyer, after issue of a written notice specifying the Default and requesting it to be remedied; or
	(b) the Default is not capable of remedy.

6.3	Termination on Default – Supplier
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6.3.1	The Supplier may terminate the Contract by giving written notice to the Buyer with immediate effect if the Buyer commits a Default and if:
	(a) the Buyer has not remedied the Default within seven (7) Working Days, or such longer period as may be specified by the Supplier, after issue of a written notice specifying the Default and requesting it to be remedied; or
	(b) the Default is not capable of remedy.
6.3.2	If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Buyer in writing of such failure to pay. If the Buyer fails to pay such undisputed sums within seven (7) Working Days of the date of such written notice, the Supplier may terminate the Contract in writing with immediate effect.

6.4	Framework Agreement
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6.4.1	The Buyer may terminate the Contract by giving written notice to the Supplier with immediate effect if the Framework Agreement is terminated by the Buyer pursuant to Clauses 13.1 or 13.3 of the Framework Agreement and the Contract shall be deemed to have been terminated if stated in a notice of termination issued under the Framework Agreement.
6.4.2	The Supplier may terminate the Contract by giving written notice to the Buyer with immediate effect if the Framework Agreement is terminated by the Supplier pursuant to Clauses 13.2 or 13.3 of the Framework Agreement and the Contract shall be deemed to have been terminated if stated in a notice of termination issued under the Framework Agreement.

6.5	Consequences of Expiry or Termination
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6.5.1	Save as otherwise expressly provided in the Contract termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.
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6.6	Disruption
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6.6.1	The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Buyer, its employees or any other contractor employed by the Buyer.
6.6.2	If the Supplier is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Buyer, an appropriate allowance by way of extension of time will be approved by the Buyer. In addition, the Buyer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

6.7	Force Majeure
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6.7.1	Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable
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	endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 6 Months, either Party may terminate the Contract with immediate effect by notice in writing.
6.7.2	If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or is likely to give rise to any such failure or delay on its part as described in Clause 6.7.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.

6.8	Governing Law and Jurisdiction
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	The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts or, if different, to the jurisdiction of the courts and agree that the Contract is to be governed exclusively by and construed under English law.
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Appendix 1

VARIATION FORM CALL-OFF TERMS AND CONDITIONS FOR SERVICES

[Name of Project]

No of Order Form being varied:.....

Variation Form No:.....

BETWEEN:

[	] (" the Buyer ")
and	
[	] (" the Supplier ")

1. The Order is varied as follows;

[list details of the Variation]



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2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Authorised to sign for and on behalf of the Buyer

Signature	
Date	
Name in Capitals	

Authorised to sign for and on behalf of the Supplier

Signature	
Date	
Name in Capitals	



SCHEDULE 3**DATA PROTECTION**

1.	DEFINITIONS:
	Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).
	Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures shall have the meanings as defined in the Data Protection Legislation.
	UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
1.1.	Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule 3 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Schedule 3, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
1.2.	The parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor.
1.3.	Without prejudice to the generality of clause 1.1, the Buyer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Buyer for the duration and purposes of this agreement.
1.4.	Without prejudice to the generality of clause 1.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
1.4.1.	process that Personal Data only on the documented written instructions of the Buyer unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Personal Data, the Supplier shall promptly notify the Buyer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Buyer;



1.4.2.	ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
1.4.3.	ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
1.4.4.	not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:
1.4.4.1.	the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer;
1.4.4.2.	the data subject has enforceable rights and effective legal remedies;
1.4.4.3.	the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
1.4.4.4.	the Supplier complies with reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data;
1.4.4.5.	assist the Buyer, at the Buyer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
1.4.4.6.	notify the Buyer without undue delay on becoming aware of a Personal Data Breach;
1.4.4.7.	at the written direction of the Buyer, delete or return Personal Data and copies thereof to the Buyer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
1.4.4.8.	maintain complete and accurate records and information to demonstrate its compliance with this clause 1.4.4 and allow for audits by the Buyer or the Buyer's designated auditor.
1.5.	The Buyer consents to the Supplier appointing a third-party processor of Personal Data under this agreement. The Supplier confirms that it may enter with a third-party processor into a written agreement either substantially on that third party's standard terms of business or incorporating terms which are substantially similar to those set out in this Schedule 3, which in either case the Supplier confirms will continue to reflect the requirements of the Data Protection Legislation. As between the Buyer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it



	pursuant to this clause 1.5.
1.6.	Either party may, at any time on not less than 30 days' notice, revise this Schedule 3 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).



SCHEDULE 4**CONFIDENTIALITY**

1.	Except to the extent set out in this Paragraph or where disclosure is expressly permitted elsewhere in this Framework Agreement, each Party shall:
1.1	treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
1.2	not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Framework Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Framework Agreement.
2.	Neither Party shall use any Confidential Information it receives from the other Party otherwise than for the purposes of the Framework Agreement.
3.	The provisions of paragraphs 1 to 2 shall not apply to any Confidential Information received by one Party from the other:
3.1	which is or becomes public knowledge (otherwise than by breach of this Schedule);
3.2	which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
3.3	which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
3.4	which is independently developed without access to the Confidential Information; or
3.5	which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure.

