



Framework agreement for the supply of services

Contract Reference: NU xxxxxxxx

Contract Title: xxxxxxxxxxxxxxxx

Framework agreement for long-term supply of services

AGREEMENT DETAILS

DATE:

Agreement No:	[INSERT].
Agreement Start Date:	[INSERT THE START DATE]
Initial Term:	[INSERT].
Renewal Term:	[INSERT].
Agreement Expiry Date:	The last day of the Initial Term or the Renewal Term (or any further Renewal Term) subject to clause 2.2.
University:	means the University of Newcastle upon Tyne trading as Newcastle University.
University's Representative:	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
Supplier:	[INSERT [COMPANY NAME] LIMITED (No. [NUMBER]) AND ADDRESS]. [EMAIL ADDRESS]
Supplier's Representative:	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
Services:	[DESCRIPTION OF SERVICES]. <i>[DN: Insert a general description of the Services which can be provided under the Framework Agreement.]</i>
Supplier's Liability Cap:	[£AMOUNT] [state the amount in words].

	[DN: We suggest inserting a monetary figure for the Supplier's liability cap or, if the figure is too difficult to quantify, stating that the cap is the total estimated value of the Framework Agreement. Note that inserting a figure would show compliance with the Procurement Act.]
Sub-contracting:	[NO SUB-CONTRACTING PERMITTED] OR [SUB-CONTRACTING TO [] IS PERMITTED ON TERMS TO BE FIRST APPROVED BY THE UNIVERSITY, SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD OR DELAYED]
Charges:	the sums payable for the Services as set out in an Order calculated in accordance with the Rate Card at Schedule 3 of the Framework Agreement.
Payment Terms:	[The University will pay each invoice, within 30 days of receipt, subject to the Framework Conditions.]
Supplier's Insurance requirements:	<ul style="list-style-type: none"> professional indemnity insurance at an amount not less than £[AMOUNT] for each and every claim on and from the date of this Contract for a period of no less than 6 years. [DN: Note that there is a 6-year limitation period for issuing claims where the Contract has been signed under hand]. public liability insurance at an amount not less than £[AMOUNT] to cover the liabilities that may arise under or in connection with this Framework Agreement. [LIST OTHER INSURANCE REQUIREMENTS HERE]

[Special terms:]	<p>[[The parties have agreed the following special terms which will take precedence over the Framework Conditions:</p> <ul style="list-style-type: none"> • [INSERT SPECIAL TERMS]]
Specification:	The description or specification of the Services agreed in writing by the University and the Supplier in each Services Contract.
Schedules:	<p>[Schedule 1: Order Form.</p> <p>Schedule 2: Standard Terms.</p> <p>Schedule 3: Rate Card.]</p> <p><i>[DN: Say "NOT USED" next to any of the schedules that are not required.]</i></p>

1. This Framework Agreement is made up of the following:

- (a) the Agreement Details (highest priority);
- (b) the Framework Conditions;
- (c) the Order Form;
- (d) the Standard Terms;
- (e) the other Schedules specified in the Agreement Details (excluding the Order Form and Standard Term) if applicable; and
- (f) the University Policies (lowest priority).

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Framework Agreement has been entered into on the date stated at the beginning of it.

Signed by [insert name of signatory]

.....

for and on behalf of the **Supplier**

Authorised signatory

Signed by [insert name of signatory]

.....

for and on behalf of the **University**

Authorised signatory

FRAMEWORK CONDITIONS

1. Interpretation

1.1 Definitions:

Affiliate	in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party.
Agreement Details	the agreement details front sheet attached to these terms and conditions, signed by the Supplier and the University.
Agreement Expiry Date	The last day of the Initial Term or the Renewal Term (or any further Renewal Term) subject to clause 2.2 as set out in the Agreement Details.
Agreement Start Date	the day on which the Supplier will start providing the Available Services to the University, as set out in the Agreement Details.
Applicable Laws	all applicable laws, statutes, regulations from time to time in force in England and Wales.
Available Services	the available services for which the University is able to submit Orders pursuant to clause 3 as set out in the Agreement Details.
Business Day	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Charges	the charges payable for the Services by the University, calculated in accordance with the Rate Card, as set out in each Order.
Confidential Information	the existence and terms of this Framework Agreement and all other information, however conveyed or presented, that relates to the business, affairs,

operations, the University's students, customers, processes, budgets, charges, pricing policies (where applicable), product information (where applicable), strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential.

Control

has the meaning given in section 1124 of the Corporation Tax Act 2010.

Deliverables

all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

Delivery Location

the address for delivery of the Services, as set out in the Order.

EIR

the Environmental Information Regulations 2004.

FOIA

the Freedom of Information Act 2000 and any subordinate legislation (as defined under the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Framework Agreement	the framework agreement between the University and the Supplier for the sale and purchase of the Services pursuant to individual Orders in accordance with the Agreement Details and these Framework Conditions.
Framework Conditions	these terms and conditions.
Initial Term	the period set out in the Agreement Details as the "Initial Term".
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Order	the order for the Services submitted by the University in accordance with clause 3 (and references to Order in the Standard Terms shall be construed accordingly).
Order Confirmation	an order confirmation sent by the Supplier to the University, agreeing to fulfil an Order and confirming the Order Number of the Order.

Order Form	an order form [in the form set out in Schedule 1], sent by the University to the Supplier, requesting the supply of Services or confirming an oral order for Services.
Order Number	the number applied to an Order by the Supplier on receipt of an Order Form.
Rate Card	the rate card setting out the standard charges for the Available Services pursuant to which the Services for a particular Order are calculated in accordance with Schedule 5.
Renewal Term	the period set out in the Agreement Details as the "Renewal Term" (where applicable).
Services	the Available Services (or any part of them) which are provided by the Supplier to the University for a particular Order, including without limitation any Deliverables, pursuant to the Framework Agreement.
Services Contract	a separate contract for the supply of Services by the Supplier to the University formed pursuant to and in accordance with clause 4.2 of the Framework Agreement.
Specification	the specification for the Services, as set out in the Agreement Details.
Standard Terms	the University's standard terms and conditions for the supply of Services (attached at Schedule 2).
Supplier IPRs	all Intellectual Property Rights either subsisting in the Deliverables (excluding any University Materials incorporated in them) or otherwise necessary or desirable to enable a University to receive and use the Services.
Supplier's Liability Cap	the amount set out in the Agreement Details.

TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended).
University Policies	the University's mandatory policies available at [INSERT LINK] as amended from time to time.
VAT	value added tax chargeable in the UK.

1.2 Interpretation:

1.2.1 A reference to legislation or a legislative provision:

1.2.1.1 is a reference to it as amended, extended or re-enacted from time to time; and

1.2.1.2 will include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.2 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to **writing** or **written** excludes fax but not email.

2. Commencement and term

2.1 This Framework Agreement shall commence on the Agreement Start Date set out in the Agreement Details and will, unless terminated earlier in accordance with clause 6 (Termination), continue for the duration of the Initial Term and shall terminate automatically without notice on the Contract Expiry Date, subject to clause 2.2.

2.2 No later than 30 days before the end of the Initial Term (or any Renewal Term agreed under this clause), the parties may agree in writing that the term of the Framework Agreement be extended for the Renewal Term. Unless it is further extended under this clause or terminated earlier in accordance with clause 6 (Termination), the Framework Agreement terminates automatically without notice at the end of the Renewal Term. **[DN: Drafted in line with your general request to have an initial term and subsequent renewal periods.]**

3. Orders and delivery

- 3.1 The University may submit Orders for any of the Available Services [using the form set out in **DN: refer here to your purchase order form or any other form that you use to submit orders**] (Order Form) at any time.
- 3.2 When the University wishes to place an Order, it shall either send an Order Form to the Supplier or submit an Order orally. Oral Orders shall be confirmed by an Order Form (bearing the additional words "confirmation of oral order") within 2 Business Days. Within **3** Business Days of the date of the University's Order, the Supplier shall notify the University of any additional information that it reasonably requires to finalise the Order and the University will assist the Supplier by providing such information (if applicable). The Charges for the Order shall be calculated in accordance with the Rate Card. **DN: Note that this wording sets out the formal process for placing orders. All oral Orders must be confirmed in writing by the Supplier, to be binding. While this might seem onerous for the University, it also benefits the University as it will not be held to an Order unless the Supplier has confirmed it in this way. Please confirm you are happy with the wording.**
- 3.3 The parties acknowledge and agree that:
- 3.3.1 the University is under no obligation to place Orders with the Supplier for any of the Available Services or the Services; and
- 3.3.2 the supply of Available Services or the Services under the Framework Agreement is not an exclusive arrangement and the University (and its Affiliates) may purchase any of the Available Services or the Services that are the same or similar to the Available Services or the Services from any third party;
- 3.4 The Supplier shall supply the Services in accordance with the Orders, in accordance with any performance dates for the Services specified in the Order or that the University notifies to the Supplier.
- 3.5 The Supplier shall assign an Order Number to each Order received from the University and inform the University of the Order Number in the Order Confirmation relating to the Order. Each party shall use the relevant Order Number in all subsequent correspondence relating to the Order.

- 3.6 The University may amend or cancel an Order in whole or in part by giving the Supplier written notice at any time before delivery of the relevant Services commences.
- 3.7 During the term of the Framework Agreement the Supplier shall provide to the University any information which the University may reasonably require to allow a tender process to be undertaken in respect of the Services procured under this Framework Agreement provided by the Supplier, including but not limited to, any employee liability information in respect of any employees or workers engaged by the Supplier for the provision of the Services.
4. **The Services**
- 4.1 Services the subject of accepted Orders shall be delivered for the duration and at the location specified in the Order.
- 4.2 All accepted Orders shall form separate Services Contracts for the supply and purchase of the relevant Services. In respect of each Services Contract, references in the Standard Terms to:
- 4.2.1 "Services" shall be to the Services described in the Framework Agreement and the subject of an Order under the Framework Agreement;
- 4.2.2 "Orders" shall be to Orders under the Framework Agreement; and
- 4.2.3 "Specification" shall be to the Specification referred to in the Framework Agreement.
- 4.3 The Standard Terms, as modified or supplemented by the Framework Agreement, shall apply to all Orders and each resulting Services Contract. In the event of any conflict or inconsistency between the Framework Agreement and the Standard Terms, the Framework Agreement will prevail. **DN: Each accepted Order creates a separate contract governed by the Standard Terms.**
- 4.4 Orders shall reflect any agreed schedule of performance dates for the Services agreed between the parties.

5. **Insurance**

5.1 During the term of this Framework Agreement, the Supplier shall maintain in force, with a reputable insurance company the amount of insurance set out in the Agreement Details; and

5.2 The Supplier will produce to the University on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

6. **Limitation of liability** ***[DN: These caps and exclusions below apply to breach of the Framework Agreement but not Services Contracts, where caps and exclusions are set out in the Standard Terms.]***

6.1 References to liability in this clause 6 include every kind of liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise.

6.2 Nothing in the Framework Agreement limits the Supplier's liability for:

6.2.1 death or personal injury caused by negligence;

6.2.2 fraud or fraudulent misrepresentation;

6.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

6.2.4 defective products under the Consumer Protection Act 1987; or

6.2.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

6.3 Subject to clause 6.2 (Liabilities which cannot legally be limited):

6.3.1 the Supplier's total liability to the University for all loss or damage howsoever arising in connection with the Framework Agreement will not exceed the Supplier's Liability Cap for any one event or series of connected events; ***[DN: See the note at the Supplier's Liability Cap in the Agreement Details.]*** and

6.3.2 the University's total liability to the Supplier for all loss or damage howsoever arising under or in connection with the Framework Agreement shall not exceed the University's Liability Cap.

6.4 Subject to clause 6.2 neither party shall in any circumstances be liable for any special, indirect or consequential loss arising under or in connection with the Framework Agreement. ***[DN: We have not excluded liability for direct losses (including, loss of profits, loss of goodwill) meaning both parties are liable for these. This is in line the University's request, and applies to all the contracts we drafted, and makes the Framework Agreement more balanced.]***

6.5 This clause 6 shall survive termination of the Framework Agreement.

7. Termination

7.1 Without affecting any other right or remedy available to it, the University may terminate the Framework Agreement (in whole or in part) with immediate effect by giving written notice to the Supplier at any time before delivery of the Services with immediate effect by giving the Supplier written notice, at which point the Supplier shall discontinue all work on the Framework Agreement or at any time if:

7.1.1 there is a Change of Control of the Supplier;

7.1.2 the Supplier's financial position deteriorates to such an extent that in the University's opinion the Supplier's capability to adequately fulfil its obligations under the Framework Agreement has been placed in jeopardy;

7.1.3 the Supplier is in breach of its compliance obligations under clause 5; or

7.1.4 the University reasonably believes that a termination ground in any Applicable Laws relating to the procurement of supplies, services and works applies.

7.2 Without affecting any other right or remedy available to it, either party may terminate the Framework Agreement with immediate effect by giving written notice to the other party if:

7.2.1 the other party commits a material breach of any term of the Framework Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

7.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up

(whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

7.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

7.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Framework Agreement has been placed in jeopardy.

7.3 Termination of the Framework Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Framework Agreement which existed at or before the date of termination.

7.4 Any provision of the Framework Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

7.5 The University may, at the same time as terminating the Framework Agreement, specify by notice to the Supplier that all or some subsisting Services Contracts shall also terminate at the same time as the Framework Agreement, in which case they shall so terminate, but save as aforesaid, termination or expiry of the Framework Agreement shall not affect any Services Contract for the supply and purchase of Services arising as a result of an Order, each of which shall continue in full force and effect on its own terms notwithstanding the termination of the Framework Agreement . ***[DN: Note this right for the University to also terminate Services Contracts. Subject to that, Services Contracts will survive termination of this Framework Agreement.]***

8. General

8.1 **Force majeure.** Neither party shall be in breach of the Framework Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Framework Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the

party not affected may terminate the Framework Agreement by giving 7 days written notice to the other party.

8.2 Assignment and other dealings.

8.2.1 The University may at any time, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Framework Agreement.

8.2.2 Save as set out in the Agreement Details, the Supplier may not at any time assign, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this Framework Agreement without the prior written consent of the University.

8.3 Confidentiality and Freedom of Information.

8.3.1 The Supplier will, subject to clauses 8.3.2 and 8.3.3:

8.3.1.1 keep all Confidential Information secret, safe and secure;

8.3.1.2 not use or disclose the Confidential Information except for the purposes of performing its obligations under this Framework Agreement.

8.3.2 The provisions of clause 8.3.1 shall not apply to Confidential Information to the extent that it is or was:

8.3.2.1 already in the possession of the Supplier free of any duty of confidentiality on the date of its disclosure;

8.3.2.2 in the public domain other than as a result of a breach of clause 8.3.1; or

8.3.2.3 required to be disclosed by regulatory or legal requirement.

8.3.3 Notwithstanding the provisions of clauses 8.3.1 to 8.3.2 the University is committed to meeting its responsibilities under the FOIA and EIR and the Supplier acknowledges that the University is subject to the requirements of the FOIA and EIR and shall assist and cooperate with the University (at no expense to the University) to enable the University to comply with the University's responsibilities under the FOIA and EIR.

8.4 **Entire agreement.** The Framework Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises,

assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.5 Variation. No variation of the Framework Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the University.

8.6 Waiver.

8.6.1 A waiver of any right or remedy under the Framework Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

8.6.2 A failure or delay by a party to exercise any right or remedy provided under the Framework Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Framework Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

8.7 Severance. If any provision or part-provision of the Framework Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 8.7 shall not affect the validity and enforceability of the rest of the Framework Agreement.

8.8 Notices.

8.8.1 Any notice or other communication given to a party under or in connection with the Framework Agreement will be in writing and will be:

8.8.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

8.8.1.2 or sent by email to the email address specified in the Agreement Details.

8.8.2 Any notice or communication will be deemed to have been received:

8.8.2.1 if delivered by hand, at the time the notice is left at the proper address;

8.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

8.8.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 8.8, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

8.8.3 This clause 8.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8.9 **Third party rights.** This Framework Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Framework Agreement.

8.10 **Governing law.** The Framework Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.

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

Schedule 1

[Order form]

[DN: Insert your standard purchase order form here.]

Schedule 2

[Standard Terms]

[DN: Insert your PO Services terms here or if you want to keep the agreement shorter then refer to them and say where they can be found.]

Schedule 3

[Rate Card]

[DN: *Insert supplier's rate card.*]