

Framework Appointment Terms

These supplier appointment terms ("**Framework Appointment Terms**") create a Framework Agreement to allow Customers to purchase from Supplier the technology products and services identified below under separate Call Off Agreements.

1. Key details

1.1	Parties	This Framework Agreement is made between: [insert Supplier entity] ("Supplier") and [insert Government entity] ("Department")
1.2	Effective Date	[insert date]
1.3	Expiration Date	[insert date], unless terminated earlier in accordance with section 4 or extended by agreement of the parties.
1.4	Deliverables	Supplier is hereby appointed as a non-exclusive potential supplier of the following services and products, further specified in <i>Schedule [x] – Deliverables</i>: a. [insert category of service/product Supplier is appointed to, e.g. professional services] 1. [insert relevant lot under professional services e.g. user research] 2. [insert relevant lot under professional services] 3. [insert relevant lot] b. [insert category of service/product Supplier is appointed to, e.g. cloud services] 1. [insert relevant lot under cloud services] 2. [insert relevant lot] c. [insert category of service/product Supplier is appointed to] d. [insert category of service/product Supplier is appointed to] e. [insert category of service/product Supplier is appointed to]

f. [insert category of service/product Supplier is appointed to]

[Note to drafter: this section lists the products/services and relevant lots the individual supplier is appointed to bid for.]

1.5 Framework Agreement structure	This Framework Agreement comprises the following parts. The Schedules marked with * will only apply in the context of a Call Off Agreement and will not have effect in this Framework Agreement. a. These Framework Appointment Terms b. Schedule 1 – Framework Deliverables* c. Schedule 2– Framework Prices* d. Schedule 3 – Governance of this Framework Agreement e. Schedule 4 – Policies and Standards f. Schedule 5 – Bidding and Ordering Process g. Schedule 6 – Call Off General Terms* h. Schedule 7 – Special Terms* i. Schedule 8 – Call Off Form Template*
1.6 Governance	The parties will follow the governance processes set out in <i>Schedule 3 – Governance of this Framework Agreement</i> for the administration of this Framework Agreement.
1.7 Supplier's address for notices	Postal address: [add] Email: [add]
1.8 Department's address for notices	Postal address: [add] Email: [add]

2. Call Off process

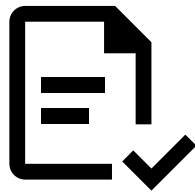
2.1 Ordering

Customers may order Deliverables from Supplier, but an order will only be binding on a Customer if:

- a. Customer and Supplier follow the process described in *Schedule 5 – Bidding and Ordering Process*, and
- b. authorised representatives of both Customer and Supplier sign a Call Off in the form set out in *Schedule 8* for the Deliverables that complies with section 2.2.

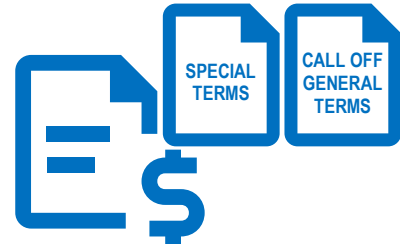
2.2 Call Off Agreements

- 2.2.1. Each Call Off Agreement will be a separate agreement between a Customer and Supplier and will not form part of this Framework Agreement.
- 2.2.2. Each Call Off Agreement will incorporate the general terms set out in *Schedule 6 – Call Off General Terms* and, if specified in the Call Off, the relevant specific terms set out in *Schedule 7 – Special Terms*.



Framework Agreement

Appoints Supplier to be a potential supplier of technology products or services to government Customers.



Call Off Agreement

Agreement between a Customer and Supplier about the specific supply of technology products or services.

- 2.2.3. The charges payable by Customer under a Call Off Agreement for Deliverables will align with the charges set out in *Schedule 2 – Framework Prices*.

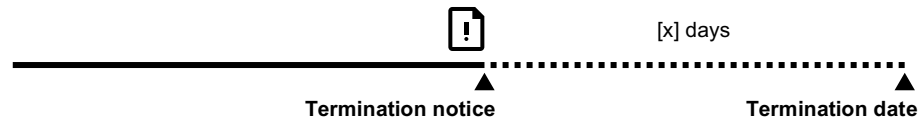
2.3 Rules of supply

- 2.3.1. Department does not commit to any Deliverables being bought by Customers and Department is not committing to buy any Deliverables under this Framework Agreement.
- 2.3.2. Supplier will not sell Deliverables to Customers other than in accordance with this Framework Agreement.
- 2.3.3. If a Customer approaches Supplier to purchase any Deliverables, Supplier will inform Customer of this Framework Agreement and promptly notify Department if the Customer chooses not to use a Call Off Agreement.

3. Framework Agreement termination

3.1 Termination for convenience

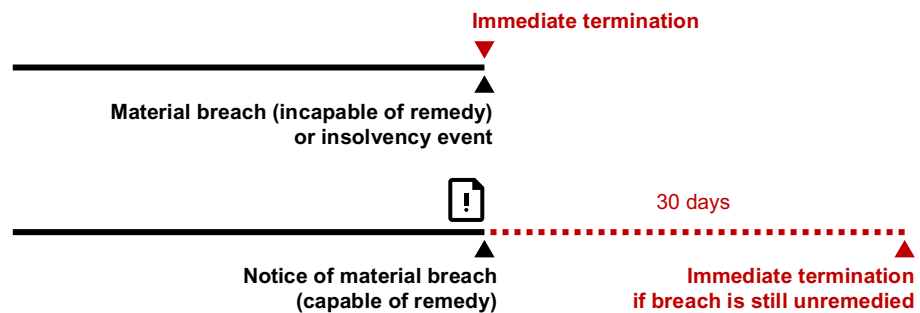
Department may terminate this Framework Agreement by giving [insert value] days' notice to Supplier.



3.2 Termination for breach or insolvency

Either party may terminate this Framework Agreement immediately on written notice if the other party:

- a. commits a material breach of this Framework Agreement, which is either incapable of remedy or is not remedied within [insert value e.g. 30] days' notice, or
- b. becomes insolvent, makes an arrangement with its creditors (other than in relation to a solvent restructuring), ceases to carry on business, or is the subject of any analogous procedure.



3.3 Termination of Call Off Agreements

The termination of this Framework Agreement will not terminate any Call Off Agreements unless a Customer terminates a Call Off in accordance with its terms.

3.4 Continuing terms

- 3.4.1. Termination of this Framework Agreement will not affect any accrued rights of the parties.
- 3.4.2. Sections 4 and 5 will survive termination of this Framework Agreement.

4. Confidentiality

4.1 Confidential Information

“**Confidential Information**” means any information disclosed by or on behalf of Department or Supplier which could reasonably be considered

confidential including relating to the disclosing party's business, customers, or suppliers.

4.2 Confidentiality obligations

With regard to the other party's Confidential Information, a party will:

- a. keep it confidential,
- b. only use it for the purposes of this Framework Agreement and confirming compliance with laws, and
- c. only disclose it in confidence to the recipient's employees, contractors and advisors who need to know and are under a duty of confidentiality.

4.3 Exclusions

The confidentiality obligations in section 4.2 do not apply to information that:

- a. is public knowledge (other than through a breach of this Framework Agreement),
- b. can reasonably be shown to have been known by the recipient before being received from the discloser,
- c. is received from a third party that had not breached a duty of confidentiality,
- d. is developed independently by the recipient, or
- e. is required to be disclosed by law or a regulator (provided that the disclosing party is promptly notified to the extent permitted by law).

4.4 Permitted disclosure

Notwithstanding section 4.2, Department may disclose Supplier Confidential Information if **[Note to drafter: specify local requirements for intergovernmental disclosures and freedom of information laws etc]**

4.5 No publicity

Supplier will not make any public announcements about this Framework Agreement, without Department's prior written approval.

5. Liability

5.1 Unlimited liability

Nothing in this Framework Agreement limits or excludes the liability of either party for **[Note to drafter: include any exclusions not permitted by local law]** or under sections 2.3.2 or 4.

5.2 Excluded and limited liability

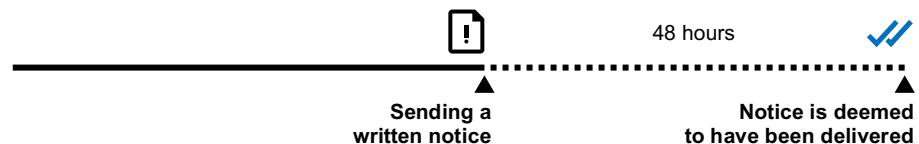
Subject to section 5.1,

- a. neither party will have any liability for indirect or consequential losses, and
- b. each party's liability will be limited to **[insert value]**, whether arising, in connection with this Framework Agreement, in contract, breach of statutory duty, tort (including negligence) or otherwise.

6. General

6.1 Notices

The parties will send notices in writing to the address set out in sections 1.7 and 1.8 or such other addresses as the parties may specify by giving a notice, and deemed delivered 48 hours after despatch.



6.2 Changes

Unless otherwise expressly provided for, this Framework Agreement may only be changed by the parties in writing, signed by their authorised representatives.

6.3 Supplier's statements

Supplier states that:

- a. Supplier has the capacity and authority to enter into and perform its obligations under this Framework Agreement,
- b. information provided by Supplier in relation to entering into this Framework Agreement is complete and accurate,
- c. Supplier does not have any contractual obligations likely to prevent it from performing any obligations under this Framework Agreement, and
- d. there are no actions or investigations pending or, to its knowledge, threatened against Supplier by or before any court, administrative body, arbitration tribunal or regulator that might prevent it from performing its obligations under this Framework Agreement.

6.4 Conflict of interest

Supplier will ensure that a conflict of interest does not occur between the other duties or interests of the Supplier or Supplier Personnel and the duties owed to Department under this Framework Agreement.

6.5 Assignment

- 6.5.1. Supplier will not transfer any rights or obligations under this Framework Agreement without the prior written consent of Department.
- 6.5.2. Department may transfer its rights and obligations to another department of **[Note to drafter: specify government]** by giving notice.

6.6 Independent contractors

The parties are independent contractors, and this Framework Agreement does not create an agency, partnership, or joint venture relationship. Neither party will make commitments on the other party's behalf.

6.7 Compliance with laws and policies

- 6.7.1. The parties will comply with applicable laws in relation to this Framework Agreement and will not do anything which it knows, or ought to know, would cause the other party to breach a law.
- 6.7.2. Supplier will comply with the standards and policies set out in *Schedule 3 – Governance and Policies* as they relate to this Framework Agreement.

6.8 Waiver

A party's delay or failure to enforce a term of this Framework Agreement will not waive the party's right to enforce that or any other term. A waiver of any right, remedy, breach or default will only be valid if given in writing by an authorized representative of a party and will not constitute a waiver of any other right, remedy, breach or default.

6.9 Entire agreement

This Framework Agreement constitutes the entire agreement between the parties and supersedes any prior agreement between them relating to its subject matter.

6.10 Law and jurisdiction

This Framework Agreement and any dispute arising out of or in connection with it will be governed by and construed in accordance with the laws of **[insert country]** and the parties submit to the exclusive jurisdiction of the **[insert]** courts.

7. Interpretation and definitions

7.1 Interpretation

The word "including" or similar terms will not limit the words preceding them.

7.2 Definitions

Call Off Agreement: an agreement for the supply of Deliverables entered into by the Customer and Supplier using the form set out in *Schedule 8*.

Confidential Information: as defined in section 4.1.1.

Customers: [note to drafter: describe the relevant government entities that can enter into call off agreements]

Department: as defined in section 1.1.

Framework Agreement: the agreement entered into by the Department and Supplier to allow Customers to purchase Supplier's technology products and services under separate Call Off Agreements. It includes the documents stated in section 1.5.

Framework Appointment Terms: as defined at the top of this document.

Supplier: as defined in section 1.1.

8. Signatures

Signed on behalf of the parties: [insert Signature block]