



Section 75 Framework Agreement for the Commissioning of Services

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Section 75 Framework Agreement for the Commissioning of Services

Date of this Framework Agreement:

The execution date of the parties indicated below, or if the parties indicate different dates, on the later date

Participants

Details	The Council	The SYICB (Rotherham Place)
Name	Rotherham Metropolitan Borough Council (RMBC)	South Yorkshire Integrated Care Board (Rotherham Place)
Current address for notices	Riverside House, Main Street, Rotherham, S60 1AE	Oak House, Moorhead Way, Bramley, S66 1YY
Point of contact	The Council's Strategic Director of Adult Care, Housing and Public Health or the equivalent at the time, or his/her delegate.	The SYICB (Rotherham Place)'s Chief Officer or the equivalent at the time, or his/her delegate.

1. Background to this Framework Agreement

1.1	About the Council	It is a local authority with a responsibility for commissioning and providing certain health and social care services for residents of Rotherham.
1.2	About the SYICB (Rotherham Place)	It is an NHS body with responsibility for commissioning health services under the 2006 Act in Rotherham.
1.3	Why the Participants are establishing this Framework	From time to time the Participants may wish to enter into Call-off Partnerships for the commissioning of services in relation to any of the following: <ul style="list-style-type: none"> • Council Functions; and/or • SYICB (Rotherham Place) Functions.
1.4	Purpose of this Framework Agreement	<ul style="list-style-type: none"> • To set out the following: <ul style="list-style-type: none"> - This contractual terms in relation to the Framework generally; and - The contractual terms of each Call-off Partnership, in addition to the other documents described in item 2.6. • To enable the Participants to pool funds and to align budgets as agreed between the Participants.
1.5	Powers of the Participants	The Participants enter into each Call-off Partnership under section 75 of the 2006 Act and/or section 13Z(2) and 14Z(3) of the 2006 Act as applicable.

2. The agreement between the parties

Each Participant agrees as follows:

2.1 Establishment of Framework	By signing this Framework Agreement, the Participants establish the Framework.
2.2 How the Participants are to operate under this Framework	<ul style="list-style-type: none"> • They may from time to time enter into Call-off Partnerships under this Framework. • Each Call-off Partnership is a separate partnership between the Participants for the purposes of section 75 of the 2006 Act and/or section 13Z(2) and 14Z(3) of the 2006 Act as applicable.
2.3 Consideration payable by a Participant to the other Participant for entering into <ul style="list-style-type: none"> • This Framework Agreement; and • Each Call-off Partnership from time to time. 	<ul style="list-style-type: none"> • £1.00 if demanded by the other Participant in writing. • The parties agree this is sufficient consideration.
2.4 This Framework Agreement applies to each 'Call-off Partnership' , being a partnership to which all of the following apply <ul style="list-style-type: none"> (a) Who has established the Call-off Partnership (b) How the Participants are to establish the Call-off Partnership (c) When the Participants may establish a Call-off Partnership from time to time 	<p>Both Participants.</p> <p>It is established under a Work Order that:</p> <ul style="list-style-type: none"> • Cross-references this Framework Agreement sufficiently clearly; and • Is substantially in the form indicated in this Framework Agreement, or in such other form as the Participants agree. • Is wholly within the scope of the Framework described in item 2.5. • Has been appropriately executed by each Participant according to its own internal rules. <p>Any time:</p> <ul style="list-style-type: none"> • On or after the commencement date of this Framework, as indicated in item 3.1; and • On or before the end date of the Framework indicated in item 4.1.
2.5 What is the scope of Framework	Any commissioning activities in relation to any services which may be the subject of a partnership between the Council and the C under section 75 of the 2006 Act and/or section 13Z(2) and 14Z(3) of the 2006 Act as applicable.

2.6 **The contractual terms of a particular Call-off Partnership**

- The following comprise the contractual terms each Call-off Partnership
- In order of priority if there are inconsistencies and as amended according to this Framework Agreement and/or the Call-off Partnership, as relevant
- To be legally binding on the Participants when executed by each Participant according to its own internal rules.

(a) Work Order

The relevant Work Order of the Call-off Partnership, including any schedules, appendices or the like.

(b) This Framework Agreement

This Framework Agreement.

2.7 **The terms of this Framework Agreement** comprise **all** of the following

- As amended from time to time according to this Framework Agreement
- According to the following priority if there are inconsistencies

These are legally binding on the Participants when this Framework Agreement is executed by each Participant according to its own internal rules

(a) Schedules etc.

Any schedules, annexures or the like to this Framework Agreement which are not described elsewhere in this item 2.7.
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(b) Other documents

Any and all other documents, websites identified by a link, or the like of any of these <ul style="list-style-type: none"> • Which are cross-referenced in any document described in a document listed elsewhere in this item 2.7; and • Which this Framework Agreement Framework Agreement indicates are incorporated into this Framework Agreement; and • Which are communicated (or in the case of a website, the relevant link has been communicated) between the parties.

(c) Cover pages

These pages before the execution clauses.

(d) Schedule 1

The contractual terms of this Framework Agreement indicated in schedule 1.
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Executed by the parties (or on their behalf by their respective authorised representatives) as an agreement on the respective dates indicated below

	The Council	The South Yorkshire Integrated Care Board (Rotherham Place)
Signature		
Date of signature		
Name of signatory (print)		
Title or role of signatory (print)		

Schedule 1: the terms of this Framework Agreement

Duration

3. Commencement of Framework, Call-off Partnerships

3.1	When this Framework commences	On the date of this Framework Agreement.
3.2	When each Call-off Partnership commences	As indicated in the relevant Work Order.

4. End of Framework, Call-off Partnerships

4.1	When this Framework ends	<p>There is no expiry date of the Framework.</p> <p>The Framework continues until the first of the following occurs:</p> <ul style="list-style-type: none"> • The Participants agree in writing to end the Framework. In this case, the end date is the date on which the Participants agree in writing that the Framework is to end. • Either Participant communicates to the other Participant in writing that the relevant Participant wishes to discontinue the Framework. The relevant Participant is not required to give a reason for making the communication. In this case, the end date is the date on which the relevant Participant requests the Framework to end. • There is a change in the Law resulting in the Participants being no longer able to enter partnerships for the commissioning of goods, services and/or works.
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4.2	Whether the end of the Framework in itself results in the end of any Call-off Partnership then in place	<p>No.</p> <p>That Call-off Partnership continues until it ends according to item 4.3.</p>
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4.3 When each Call-off Partnership ends
Either of the following, as relevant:

(a)	If there is no Commissioned Contract in place at the relevant time in relation to the Call-off Partnership	<p>On the first of the following to occur:</p> <ul style="list-style-type: none"> • Any expiry date indicated in the relevant Work Order (as extended by written agreement of the Participant); or • The effective date of any early termination of the Call-off Partnership, if that Call-off Partnership is terminated early: <ul style="list-style-type: none"> - By a Participant unilaterally under the terms of this Framework Agreement or under the relevant Work Order; or - By written agreement of the Participants.
(b)	If there is at least one Commissioned Contract in place at the relevant time in relation to the Call-off Partnership On the later of the following:	<ul style="list-style-type: none"> • The date indicated in item (a); or • The first date on which neither Participant has any remaining obligations, liabilities (or the like) whatsoever (whether known or prospective) in relation to at least one Commissioned Contract in connection with the Call-off Partnership.

4.4 Consequences of the end of a Call-off Partnership according to item 4.3

- The rights, powers, obligations, liabilities, prohibitions and restrictions (or the like of any of these) of the Participants in connection with the Call-off Partnership shall discontinue.
- This is subject to item 4.5 in relation to those which continue after the end of the Call-off Partnership.

4.5 The following rights, powers, obligations, liabilities, prohibitions and restrictions (or the like of any of these) of the Participants **shall continue** in relation to a Call-off Partnership which has otherwise ended under item 4.3

- These shall continue until they are completed, until they expire, or indefinitely, as relevant, regardless of the end of the relevant Call-off Partnership
- These are to be read independently

(a) Already arisen, accrued

Those in connection with the relevant Call-off Partnership which had already arisen or accrued on or before the end date of the Call-off Partnership.

(b) Relating to certain events or circumstances

- Those which relate to events or circumstances
- Which are connected with the relevant Call-off Partnership; and
 - Which occurred on or before the end date of that Call-off Partnership.

(c) Interest

Any interest accruing on any debts between the Participants in connection with the relevant Call-off Partnership which relate to events or circumstances which had already occurred or arisen on or before the end date of the Call-off Partnership.

(d) Continuing nature

Those in connection with the relevant Call-off Partnership which are expressed (or which are reasonably implied) in the terms of the Call-off Partnership to continue after the end date of the relevant Call-off Partnership.

About Call-off Partnerships generally

5. Obligation to enter Call-off Partnerships

5.1 Extent to which either Participant is contractually obliged to enter into **any particular** Call-off Partnership

No obligation.

5.2 Extent to which either Participant is contractually obliged to enter into **any minimum number** of Call-off Partnerships

No obligation.

6. Procedures to establish Call-off Partnerships

6.1 Each Participant must follow the following procedures if the Participants wish to establish a particular Call-off Partnership from time to time

Each Participant must comply with any and all procedures required in all of the following:

- The relevant Work Order
- The relevant Participant’s constitutional arrangements
- In any case, the Law.

General principles

7. General obligations

7.1 Standards to which each Participant must operate in carrying out its activities in connection with any Call-off Partnership

To the highest of the following standards:

- With reasonable skill and care.
- **In any case:** in compliance with relevant Law. This is a paramount obligation, which overrides anything to the contrary in this Framework Agreement and/or in the contractual terms of any Call-off Partnership.

7.2 Keeping informed

- Each Participant must keep the other Participant informed of any matters significant to this Framework and/or any one or more Call-off Partnerships.
- That Participant must do so promptly on becoming aware of the matter.

7.3 Obligations not to create certain risks etc.

Neither Participant (‘X’) may do any act which causes (or which creates an unreasonable risk of causing) any of the following:

- The other Participant to breach any Commissioned Contract.
- The other Participant to breach any Law in connection with a particular Call-off Partnership.
- The other Participant to breach any other duty which it owes any third party (whether in contract or otherwise) where X either knew or reasonably should have known about that duty.

7.4 Other general obligations of each Participant in relation to its activities connected with each Call-off Partnership and this Framework generally

Each Participants must act honestly and in good faith in relation to such activities and in its dealings with the other Participant in connection with each Call-off Partnership and this Framework generally.

7.5 Miscellaneous obligations of each Participant

(a) Compliance with Partnership Board resolution etc.

Each Participant must comply with all of the following:

- A resolution of the Partnership Board then in place.
- Any written agreement then in place between all of the Participants in connection with the Partnership.

(b) Not to assist

- No Participant is permitted to assist or instruct another person to do any act that would breach this Framework Agreement and/or the contractual terms of a Call-off Partnership if that act were done by the Participant and/or its Affiliate directly.
- If a Participant's Affiliate or any Personnel of the Participant or its Affiliate does any such act, the onus will lie with that Participant to prove the act was NOT done with the Participant's instructions and/or assistance.

(c) Not to attempt

No Participant is permitted to attempt to breach this Framework Agreement and/or the contractual terms of a Call-off Partnership (e.g. by entering into an agreement with someone with obligations on the Participant that would put it in breach of this Framework Agreement and/or the contractual terms of a Call-off Partnership).

Arrangements of each specific Call-off Partnership

8. Type of commissioning arrangement

- 8.1 Whether a relevant Call-off Partnership is to involve any one or more of the following:
- A joint commissioning arrangement; and/or
 - A lead commissioning arrangement

As indicated in the Work Order.

9. Delegations between the Participants

- 9.1 What the **Council** delegates to the **SYICB (Rotherham Place)** under a particular Call-off Partnership when the Participants enter into that Call-off Partnership

It delegates to the SYICB (Rotherham Place) those Council Functions if any

- As indicated in the relevant Work Order
- To the extent those delegations are reasonably necessary to enable the SYICB (Rotherham Place) to perform its obligations under that Call-off Partnership

The SYICB (Rotherham Place)

- Accepts that delegation; and
- On such acceptance, agrees to exercise those Health Related Functions in conjunction with the SYICB's (Rotherham Place) Functions.

- 9.2 What the **SYICB (Rotherham Place)** delegates to the **Council** under a particular Call-off Partnership when the Participants enter into that Call-off Partnership

It delegates to the Council those SYICB (Rotherham Place) Functions if any

- As indicated in the relevant Work Order
- To the extent those delegations are reasonably necessary to enable the Council to perform its obligations under that Call-off Partnership

The Council

- Accepts that delegation; and
- On such acceptance, agrees to exercise those SYICB (Rotherham Place) Functions in conjunction with the Council's Council Functions.

9.3	When a delegation is deemed to have been made by the delegating Participant and accepted by the Participant who receives the delegation	On the date the Participants enter into the relevant Call-off Partnership, or on such later date indicated in the Work Order.
9.4	Whether there are any restrictions on a Participant's powers to delegate its powers or functions by Law	Those restrictions apply to any delegation described in this section 9 to the minimum extent necessary to comply with the Law.
10. Scope of a Call-off Partnership		
10.1	The scope of a particular Call-off Partnership (i.e. the Services which may be commissioned within that Call-off Partnership)	As indicated in the relevant Work Order.
11. Aims and objectives		
11.1	The aims and objectives of the Participants in relation to a particular Call-off Partnership	As indicated in the relevant Work Order.
12. Service standards		
12.1	Specific service standards (or similar) to which a Participant must carry out its obligations under a particular Call-off Partnership	As indicated in the relevant Work Order.
13. Commissioned Contracts		
13.1	Description of each Commissioned Contract to be commissioned in connection with a particular Call-off Partnership	<ul style="list-style-type: none"> • As indicated in the relevant Work Order. • Any additional contracts as agreed by the Participants in writing.
13.2	Which Participant is to be a party to each Commissioned Contract described in item 13.1	<ul style="list-style-type: none"> • As indicated in the relevant Work Order. • As agreed by the Participants in writing.
13.3	How the Participants are to decide on the contractual terms of each Commissioned Contract, including any specification or the like	According to the decision making rules of this Framework described in section 34.
14. Client group		
14.1	Description of the client group for whose benefit the Services are to be provided under a particular Call-off Partnership	As indicated in the relevant Work Order.
15. Improvements for client group		
15.1	Expected improvements for the client group in relation to a particular Call-off Partnership	As indicated in the relevant Work Order.
16. Consultations		
16.1	Consultation activities which the Participants have undertaken with the relevant client group in relation to a particular Call-off Partnership	As indicated in the relevant Work Order.

17. Host Participant

17.1	Which Participant is the Host Participant in relation to a particular Call-off Partnership	<ul style="list-style-type: none">• Current Host Manager: as indicated in the relevant Work Order.• From time to time: as agreed in writing by the Participants.
17.2	Responsibilities and tasks of the Host Participant in relation to a relevant Call-off Partnership from time to time	As indicated in the relevant Work Order.
17.3	Authority of the Host Participant to make decisions and to otherwise act alone for the purposes of the Partnership in relation to a relevant Call-off Partnership	<ul style="list-style-type: none">• It may do so under its Individual Authority from time to time according to section 35.• Any decision or other act by the Host Participant in connection with the Partnership that is within its Individual Authority is binding on the Participants.
17.4	The Host Participant's obligations to keep the Partnership Board informed of events and circumstances affecting the relevant Call-off Partnership as and when they occur	The Host Participant will be obliged to keep the Partnership Board informed of: <ul style="list-style-type: none">• Any adverse complaints/legal challenges that impact or impede the operation of the Call-off Partnership• Specific statistical information as agreed between the Host Participant and the Partnership Board
17.5	How a Host Participant must carry out its responsibilities in relation to a relevant Call-off Partnership	It must do so as follows: <ul style="list-style-type: none">• With reasonable skill and care• In accordance with the contractual terms of the Call-off Partnership as described in item 2.6 .• In any case, in accordance with the following:• Any relevant Law, particularly (in relation to the procurement of any public contract and where relevant) the Public Contracts Regulations (2015), as amended.• The Host Participant's constitution or the equivalent.

18. Pooled Fund, Non-Pooled Fund

18.1	Whether there is to be a Pooled Fund or a Non-Pooled Fund in relation to a particular Call-off Partnership	As indicated in the relevant Work Order.
18.2	If there is to be a Pooled Fund in relation to a particular Call-off Partnership, who is to be the Pool Manager of the Pooled Fund in relation to a particular Call-off Partnership	<ul style="list-style-type: none">• Current Pool Manager: as indicated in the Work Order or in any case, any suitably qualified officer of the Host Participant as the Host Participant nominates from time to time.• From time to time: as agreed in writing by the Participants.

19. Notifications

19.1	Which Participant is responsible for making all notifications required to the Department of Health (or other body as necessary regarding the establishment of a particular Call-off Partnership	As indicated in the relevant Work Order.
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20. Minimum volumes

20.1 Whether a Participant is obliged under this Framework Agreement to purchase a **minimum volume of goods, services or works** under any Commissioned Contract of a Call-off Partnership

Only to the extent indicated in the relevant Work Order.

21. Exclusivity

21.1 Whether any Participants is obliged under this Framework Agreement to do any of the following **on an exclusive basis**

- Use a Commissioned Contract of a particular Call-off Partnership
- Purchase any services from any particular Relevant Provider

Only to the extent indicated in the relevant Work Order.

Financial issues

22. Contributions under Call-off Partnerships including Overspends

22.1 Liability of the Participants to make **initial contributions** to any **Pooled Fund** of a particular Call-off Partnership

- (a) Period covered by the initial contribution
- (b) Liability of the SYICB (Rotherham Place) to make **initial contributions**
- (c) Liability of the Council to make **initial contributions**
- (d) When payment is due

As indicated in the relevant Work Order.

As indicated in the relevant Work Order.

As indicated in the relevant Work Order.

As indicated in the relevant Work Order.

22.2 Liability of the Participants to make **regular further contributions** to any **Pooled Fund** of a particular Call-off Partnership

- (a) Period covered by each regular further contribution
- (b) Liability of the SYICB (Rotherham Place) to make **regular further contributions**
- (c) Liability of the Council to make **regular further contributions**
- (d) When payment is due

As indicated in the relevant Work Order.

As indicated in the relevant Work Order.

As indicated in the relevant Work Order.

As indicated in the relevant Work Order.

22.3 Liability of the Participants to make **ad hoc further contributions** to any **Pooled Fund** of a particular Call-off Partnership **due to any Overspends** from time to time

(a) Definition of an '**Overspend**'

Actual expenditure is greater than planned in the approved budget/contribution to the pooled fund

(b) Liability of the SYICB (Rotherham Place) to make **ad hoc further contributions due to any Overspends**

As indicated in the relevant Work Order.

(c) Liability of the Council to make **ad hoc further contributions due to any Overspends**

As indicated in the relevant Work Order.

(d) Whether there are any events or circumstances causing the liability of the SYICB (Rotherham Place) (in item (b)) and/or the liability of the Council (in item (c)) to change on a particular occasion

As indicated in the relevant Work Order.

(e) When payment is due

As indicated in the relevant Work Order.

22.4 Arrangements regarding any underspends from time to time

As indicated in the relevant Work Order.

23. Charging service users

23.1 Right of **either Participant** to impose any charges on service users for whose benefit any services are provided under a Commissioned Contract

As indicated in the relevant Work Order.
Only in relation to Council functions.

23.2 Treatment of any charges received by a Participant in the circumstances described in item 23.1

Retained by the Council.

23.3 Right of either Participant to **allow a Relevant Provider under a Commissioned Contract** to impose any charges on service users for whose benefit any services are provided under a Commissioned Contract

It may do so.

23.4 Treatment of any charges received by a Relevant Provider in the circumstances described in item 23.3

Retained by the Relevant Provider.

24. Rebates, credits, refunds

24.1 To what this section 24 applies
(any of the following)

- Any of the following paid from time to time by a particular Relevant Provider to a Participant in connection with any Commissioned Contract
 - A refund
 - Compensation (whether awarded by a court, under a settlement or otherwise)
 - A rebate
- Proceeds of any insurance claim made by a particular Relevant Provider for the benefit of any Participant in connection with any Commissioned Contract
- A credit given by a particular Relevant Provider to a Participant
- Any other payment similar to those described above.

24.2 How a Participant must deal with any payment or credit described in item 24.1 which that Participant receives in connection with a Commissioned Contract

- (a) If that Participant receives it **before** the end of the relevant Call-off Partnership
- (b) If that Participant receives it **after** the end of the relevant Call-off Partnership

Into the Pooled Fund unless indicated in the relevant Work Order.

Into the Pooled Fund unless indicated in the relevant Work Order.

25. Interest on late payment

25.1 What interest accrues on overdue debts or other liabilities owed between the Participants

- In connection with the Framework and any Call-off Partnership
- Whether arising in tort, contract or otherwise
- Regardless of which of them is the debtor or creditor

The relevant debtor shall be obliged to pay interest to the relevant creditor as follows:

- In addition to the relevant principal.
- At the following rate: **4%** per year above the Bank of England base rate at the time (but if the Bank of England base rate falls below 0%, for this purpose it shall be deemed to be 0%).
- To compound monthly from the due date until payment, whether before or after judgement.
- Except to the extent and for as long as the debt or other liability is subject to a genuine dispute which the debtor is using reasonable and genuine efforts to attempt to resolve.

26. No set off

26.1 Whether a Participant and its Affiliates have any right of set off, counterclaim, deduction (or the like of any of these) against another Participant and that other Participant's Affiliate in connection with the Framework and/or any Call-off Partnership

- No.
- All such rights (whether arising in law, equity or otherwise) are waived to the fullest extent permitted by Law.

27. No liens

27.1 Whether a Participant ('X') has any lien over the property of another Participant and its Affiliates ('Y') in relation to any liabilities which Y owes X in connection with the Partnership

- No.
- These are waived to the fullest extent permitted by Law.

Reimbursements

28. Certain reimbursements

28.1 From what a Participant is entitled to be reimbursed under this section 28

(a) If a Call-off Partnership has a Pooled Fund

From the Pooled Fund.

(b) If a Call-off Partnership does not have a Pooled Fund

By the Participants in the proportions indicated in the relevant Work Order.

28.2 For what a Participant is entitled to be reimbursed according to item 28.1 in relation to a particular Call-off Partnership

Each of the following to the extent relevant

(a) Payment of charges

- Charges, fees or the like paid by a Participant to a Relevant Provider which that Participant is liable to pay under a Commissioned Contract.
- This only applies if the liability relates to goods, services and/or works supplied by the Relevant Provider **for the collective benefit of the Participants** and not for the **sole benefit** of the relevant Participant with the liability to make the payment.

(b) **Host Participant Remuneration** in relation to a particular Call-off Partnership

Being remuneration of the Host Participant for its staff costs and overhead costs incurred in its activities in carrying out the role of Host Participant of a particular Call-off Partnership

(i) Amount or calculation of the **current** Host Participant Remuneration of a particular Call-off Partnership

Only as indicated in the relevant Work Order.

(ii) How the Host Participant Remuneration of a particular Call-off Partnership changes over time

Only as indicated in the relevant Work Order.

Routine changes, and events resulting in changes

(iii) When the Host Participant becomes entitled to its Host Participant Remuneration

Annually in arrears (on each 31st March) unless agreed by the Participants, whether in the Work Order or otherwise.

(c) Third party expenditure incurred by a Participant in connection with a particular Call-off Partnership	<p>Only those approved by the Partnership Board as being 'joint expenses' of the Partnership</p> <ul style="list-style-type: none"> • Where the Host Participant incurs the expense with a third party; and • Where that expense is incurred for the joint benefit of the Participants generally.
(d) For a Participant's Losses resulting from any Claim made or threatened against that Participant separately by a third party where all of the following apply	
(i) About the claimant	<p>It can be anyone other than</p> <ul style="list-style-type: none"> • Any Affiliate of that Participant; and/or • The other Participant and/or its Affiliate.
(ii) To what the Claim must relate	<p>Where the Claim relates to, or is the consequence of, either or both of the following:</p> <ul style="list-style-type: none"> • That Participant's own acts or failures to act (and/or those of X's separate agents) in connection with the relevant Call-off Partnership. • Acts or failures to act by anyone else in activities connected with the Call-off Partnership (e.g. a Relevant Provider etc.).
(iii) Obligations of the relevant Participant if it wishes to claim the reimbursement under item 28.1	<p>The relevant Participant must be able to demonstrate it has taken reasonable steps to mitigate its relevant Losses for which it seeks reimbursement.</p>
(iv) Exception	<p>This item (d) does not apply to the extent the act (or failure to act) by the relevant Participant and/or by anyone else is the result of a Deliberate Default of the relevant Participant.</p>
28.3 Whether a Participant's right to reimbursement under this section 28 continues after the end of the relevant Call-off Partnership	<p>The right to reimbursement still applies for the benefit of the Participant even if its claim for reimbursement is first made or threatened after the end of the relevant Call-off Partnership.</p>

Partnership Board and governance

29. Governance arrangements

29.1 Governance arrangements for a particular Call-Off Partnership (e.g. nature of any board arrangements to govern the Call-Off Partnership according to the powers indicated in item 31.1)	As indicated in the relevant Work Order.
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30. Partnership Board – composition

30.1 Number of representatives of each Participant on the Partnership Board	As indicated in the relevant Work Order.
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30.2 How each Participant appoints its representative on the Partnership Board from time to time	<ul style="list-style-type: none"> • Each Participant may select any individual (as it chooses) to be its representative on the Partnership Board from time to time. • If a Participant's representative is unable to attend Partnership Board meetings or other Call-off Partnership activities for any reason (e.g. illness, holidays, competing work demands, he/she has a personal conflict of interest on a particular matter), the relevant Participant may appoint anyone else to be a temporary replacement. That individual shall be considered a member of the Partnership Board for this temporary period.
30.3 Which Participant is to provide administration support to the Partnership Board	As indicated in the Work Order of a relevant Call-Off Partnership, unless otherwise decided from time to time by a resolution of the Partnership Board.

31. Partnership Board powers

31.1 Powers of the Partnership Board	<p>To manage the affairs generally of the Framework and each Call-off Partnership in place at the time.</p> <p>To make decisions on any matter affecting the Framework and each Call-off Partnership in place at the time, including the Reserved Matters indicated in section 36.</p>
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32. Partnership Board – resolutions

32.1 Number of votes held by each member of the Partnership Board	One each.
32.2 How resolutions the Partnership Board are to be passed	<p>At least one of the following</p> <ul style="list-style-type: none"> • By a simple majority of votes cast by the Partnership Board members in attendance at a validly called Partnership Board meeting, • By each member of the Partnership Board signing a single document (or across a number of documents) containing the relevant decision, indicating the date and time of his/her signature. The decision is passed when the last member of the Partnership Board signs.
32.3 Consequence of a Partnership Board resolution	<p>Each Participant is legally bound to comply with it, unless either of the following applies</p> <ul style="list-style-type: none"> • It is later overridden by a later Partnership Board resolution. • Each other Participant agrees in writing that the relevant Participant is not legally bound to comply with the Partnership Board resolution.

33. Partnership Board meetings

33.1 Arrangements regarding regular meetings of the Partnership Board

To apply unless the members of the Partnership Board (whom the Participants must direct to act reasonably) otherwise agree at the time

(a) Location	As indicated in the relevant Work Order.
(b) Frequency	As indicated in the relevant Work Order.
(c) Day If not falling on a Business Day, on the next Business Day	As indicated in the relevant Work Order.
(d) Time	As indicated in the relevant Work Order.

33.2 Additional meetings

(a) Participant responsible for calling additional meetings of the Partnership Board	As indicated in the relevant Work Order.
(b) Obligations of the Participant indicated in item (a) if the other Participant requests an additional Partnership Board meeting from time to time	That Participant must not unreasonably refuse that request of the other Participant.
(c) How additional meetings are called by the Participant indicated in item (a)	<ul style="list-style-type: none"> • By written communication to each representative of the other Participant. • No other formalities are required.
(d) Setting the day, time and location for additional Partnership Board meetings	The Participant indicated in item (a) shall act reasonably and in good faith in setting the day, time and location of the additional meeting.
(e) Minimum notice period for additional Partnership Board meetings	<ul style="list-style-type: none"> • At least 5 Business Days excluding the day on which the notice is sent and the date of the meeting; or • Such shorter notice agreed in writing by all members of the Partnership Board, at their discretion.

33.3 Quorum for meetings

(a) Quorum for meetings of the Partnership Board	As indicated in the relevant Work Order.
(b) Consequence if no quorum is present	If the quorum of a meeting is not met within 30 minutes of the time the meeting was proposed to commence, the meeting shall be cancelled, and items postponed to the next meeting. Urgent items for decision will be dealt with outside of the formal meeting through via e mail approval.

33.4 Which Participant's representative on the Partnership Board is to chair the meetings of the Partnership Board

As indicated in the relevant Work Order.
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33.5 Eligibility of representatives of a Participant to attend a Partnership Board meeting (or relevant part of it)

Each one is eligible to attend.
 Exception:

- Where the individual personally has a conflict of interest on a matter which the Partnership Board is considering.
- In this case, the relevant Participant which he/she represents must (if it wishes to be represented at the meeting or part of it) temporarily appoint a replacement in his/her place for the purposes of considering the relevant matter.

33.6 **Observers:** each Participant may send observers to attend Partnership Board meetings, acting reasonably, and subject to all of the following

(a) Conflict of interest

The relevant Participant must not knowingly allow its observer to remain in any part of a meeting where the observer has a conflict of interest on any of the matters under discussion.

(b) Confidentiality

The relevant Participant must ensure the observer is appropriately bound to observe confidentiality obligations to the other Participant and its Affiliates (e.g. in a separate confidentiality agreement, in his/her employment contract, as reasonably required by the other Participant).

(c) Space

The relevant Participant must have reasonable regard to room space when inviting observers.

(d) Voting

The observer is not entitled to vote at a relevant meeting.

(e) Speaking

The observer is not entitled to speak at the relevant meeting, unless permitted by the representatives of the Participants:

- Who are eligible to vote at the meeting; and
- Who are at the meeting.

33.7 Holding meetings of the Partnership Board electronically (e.g. conference calls etc.)

(a) When meetings of the Partnership Board must be held electronically according to this item 33.7

By agreement of the Participants. Neither Participant may refuse the other Participant's request for a meeting to be held this way without good reason.

(b) How electronic meetings are to be held

By any suitable electronic means (e.g. by telephone, videoconferencing, over a computer etc.) where the attendees can hear each other (or where what is said is communicated in another suitable method for the benefit of anyone with impaired hearing).

(c) Consequences if meetings of the Partnership Board which are held electronically under this item 33.7

The individuals taking part in the meeting shall be regarded as if they were physically present for all purposes (e.g. determining whether a quorum is met).

33.8 **General obligations:** each Participant must direct its respective representatives to do the following in relation to meetings of the Partnership Board from time to time

(a) Prepare

To prepare properly for the meeting.

(b)	Attend	To attend the meeting.
(c)	Absence	To give advance notice to the chairperson of any absence, where reasonably possible.
(d)	Conflict of interest	To declare any personal conflict of interest on any matter under consideration from time to time.
(e)	Personnel	<ul style="list-style-type: none"> To direct its other Personnel to attend parts of meetings where the relevant individual's presence is reasonably required. To direct its Personnel to give appropriate explanations etc. in relation to matters under discussion.
(f)	Status of minutes of a particular meeting of the Partnership Board	If none of the individuals representing a Participant at the meeting has raised any complaint about the accuracy or completeness of contents of the circulated minutes more than 7 days after the minutes are circulated, that Participant shall be deemed to have accepted the minutes as an accurate record of that meeting.

Decision making

34. Decision making – summary

34.1 Summary of how decisions are to be made on behalf of the Participants:

In any of the following ways, as relevant

(a)	Individual Authority	By the Host Participant acting alone within its Individual Authority (see section 35).
(b)	Partnership Board resolution	By a Partnership Board resolution (see item 32.2).
(c)	By agreement	<ul style="list-style-type: none"> By agreement of the Participants evidenced in writing. This may include (for example) an exchange of e-mails or other correspondence in which each Participant clearly indicates agreement to the decision.

35. Individual Authority

35.1 Definition of 'Individual Authority'

The authority of a Participant (making decisions or otherwise acting alone) to act or otherwise make decisions

- For the purposes of a particular Call-off Partnership
- Without being required to consult the Partnership Board and/or any other Participant
- As indicated in this section 35.

35.2 Consequences of the Host Participant's act within its Individual Authority in relation to the relevant Call-off Partnership

It shall be regarded by the Participants as a valid act of the Host Participant in connection with the Partnership.

35.3 Where the Host Participant has Individual Authority to make a decision or to otherwise act in connection with the relevant Call-off Partnership

- In any of the following circumstances
- Each of them to be read independently
- To be read subject to the rest of this section 35

(a) Not Reserved Matter

The decision or other act is on any matter that is not a Reserved Matter for the Partnership Board.

(b) The decision or other act is a Reserved Matter but is carried out in a genuine emergency

Where all of the following conditions are met

(i) What kind of emergency

There is a genuine emergency to which both of the following apply

- It is not caused by any Deliberate Default of the Host Participant.
- If the Host Participant did not carry out the relevant decision or other act, it would create an unreasonable risk of serious adverse consequences for the Partnership (and/or any Participant in connection with the Partnership, including the Host Participant itself).

(ii) Tried to get authorisations

- The Host Participant was unable to obtain the necessary Partnership Board resolution that would otherwise have been required.
- The Host Participant can reasonably demonstrate that it used reasonable endeavours to attempt to do so, where reasonably practicable in the circumstances.

(iii) Informed

The Host Participant has informed each Partnership Board member of its relevant decision or other act no later than **30 days** after that act was completed.

(c) Other authorisations

The decision or other act is a Reserved Matter but is carried out under the express or clearly implied authority of any of the following

- A Partnership Board resolution and/or
- The agreement in writing of the Participants in place at the time.
- Elsewhere in this Framework Agreement.

(d) Deemed authorised

The decision or other act is a Reserved Matter, but the Host Participant is deemed to have Individual Authority under item 35.4.

35.4 The Host Participant's decision or other act is deemed to be within its Individual Authority for the purposes of item 35.3(d) where **all** of the following conditions are met

(a) Member

The Host Participant is still a member of the Partnership at the time that act was carried out.

- (b) Outside Individual Authority
- (c) Later accepted or no complaint

None of the other items in item 35.3 applies to give the Host Participant the Individual Authority to carry out that decision or other act (other than item 35.3(d)).

At least one of the following applies:

- The decision or other act is later accepted by Partnership Board resolution or agreement in writing of the Participants; and/or
- The other Participant has not raised a complaint about the decision or other act according to item 35.5.

35.5 **All** of the following requirements apply if the other Participant ('X') wishes to raise a complaint in relation to the act of the Host Participant for the purposes of item 35.4(c)

- (a) How X raises the complaint
- (b) Contents when raising the complaint
- (c) Deadline by which X must raise the complaint

In writing to the Partnership Board.

X must describe (in the written communication) the relevant act of which is outside the Host Participant's Individual Authority.

No later than **30 days** after X has been made aware of the relevant act.

35.6 Whether any Participant other than the Host Participant has any Individual Authority to act in connection with the Partnerships

Only to the extent authorised by a resolution of the Partnership Board or the written agreement of each Participant.

35.7 The Host Participant does not have Individual Authority to make any decision or carry out any act purportedly on behalf of the Partnership if and to the extent any of the following applies to that Participant's act

- Except to the extent the Participants otherwise lawfully agree in writing
- (each of the following to be read independently)

- (a) Outside scope
- (b) Joint
- (c) Breach of Partnership Board resolution or agreement in writing of the Participants
- (d) Breach of Framework Agreement

The act is not reasonably incidental to the scope of activity of the relevant Call-off Partnership according to section 10.

The act is not intended for the benefit of the Participants collectively.

The act is contrary to any Partnership Board resolution or agreement in writing of the Participants in place at the time (excluding trivial and technical breaches).

The act is in breach of this Framework Agreement (excluding trivial and technical breaches).

35.8 **Treatment of any liability arising from the act of a Participant ('X') purportedly in connection with the Partnership which is outside that Participant's Individual Authority according to this section 35:** all of the following

- Where relevant
- **If X is the Host Participant:** if that act is a **Default** by X
- Not to exclude other consequences or to limit any person's rights and remedies in relation to that act
- To be read independently; and
- Except to the extent the Participants otherwise lawfully agree in writing

- (a) Who is liable for the liability
- (b) Indemnity
- (c) Whether the Host Participant is entitled to reimbursement for expenses incurred under section 28 in relation that liability
- (d) To what this item 35.8 is subject

	It shall be regarded as X's own separate liability.
	X must indemnify each other Participant for their respective Losses arising as a result of any Claim made or threatened against them respectively in relation to such debt or other liability.
	No.
	It is subject to item 35.9.

35.9 Extent to which the consequences in item 35.8 apply where the relevant Participant ('X') does not have Individual Authority due to its **unlawful act**

	<p>These consequences do not apply to X's act to the extent all of the following apply</p> <ul style="list-style-type: none"> • The unlawful act involves a technical breach of the Law. • It would not be reasonable in the circumstances to have expected X to have done either of the following before carrying out the act: <ul style="list-style-type: none"> - Known of the breach before carrying out the act, or - Taken appropriate legal advice on the matter. • Either of the following applied before X carried out that act: <ul style="list-style-type: none"> - X had not been given advice to the effect that the act is unlawful; or - X had been given advice from an appropriately qualified person that the act is not unlawful.
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35.10 If a Participant's act is partly within its Individual Authority, and partly outside it

- (a) If the consequences of the act CAN reasonably be apportioned

	The consequences of the act outside that Participant's Individual Authority indicated in item 35.8 shall only apply to that part of the act which is outside the Individual Authority.
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(b) If the consequences of the act CANNOT reasonably be apportioned

The consequences of the act outside that Participant's Individual Authority indicated in item 35.8 shall only apply to the entire act.

36. Reserved Matters

36.1 Matters which are reserved for a decision by the Partnership Board or written agreement between the Participants

Each of them is a **Reserved Matter**'

37. Deadlocks

37.1 Definition of a '**Deadlock**'

At a meeting of the Partnership Board, there have been an equal number of votes cast in favour of and against a proposed resolution.

37.2 How Deadlocks are to be resolved

- By each Participant escalating the matter to its respective most senior officer (or his/her delegate).
- Each Participant must direct its relevant representative to use reasonable efforts to attempt to resolve the Deadlock promptly and without causing unnecessary disruption or cost for either Participant.

General property issues

38. Property issues

38.1 Arrangements regarding any interest in any property acquired by a particular Participant under any Call-off Partnership to which that Participant is a party

(as between the Participants)

(a) In relation to Intellectual Property

It shall belong to the relevant Participant
That Participant shall grant each other Participant and its Affiliates a licence to use that Intellectual Property.
The terms of that licence are as follows

- Worldwide, royalty-free, non-exclusive.
- Perpetual from the date the Intellectual Property first belongs to the relevant Participant
- For any use the licensee wishes.
- Capable of assignment or sublicensing without requiring the consent of the licensor Participant.
- The licence shall include the following
 - Any licence which the relevant Participant is granted over arising Intellectual Property in connection with any Call-off Partnership (whether that licence is granted in the Call-off Partnership itself or in a connected licence).
 - Any background Intellectual Property of the licensing Participant on which the relevant Intellectual Property depends.
 - The benefit of any licence which the licensor Participant has to any background Intellectual Property of the Relevant Provider on which the licensed Intellectual Property depends.

(b) In relation to all other property

Such property shall belong that Participant.
No other Participant shall have any right or interest in that property, except as agreed in writing by the relevant Participants (e.g. under a separate licence agreement).

General monitoring

39. Keeping Partnership Records

39.1 What is a 'Partnership Record'

Any record from time to time of any Call-off Partnership held in any form (whether electronic, hard copy or otherwise) including (without limitation) its books of account, minutes of meetings, documents evidencing title to or interests in assets, original deeds or contracts, correspondence, files, invoices and other documents evidencing purchases of goods or services, drawings or the like, documents relating to any application for planning permission or the like, tenant records, insurance certificates, tax and other regulatory records and bank statements.

<p>39.2 For how long each Participant must keep Partnership Records in its possession</p>	<ul style="list-style-type: none"> • 6 years from the date on which the Partnership Record is first created, or • Such longer or shorter period as required by Law according to the type of Partnership Record.
<p>39.3 Rights of access of another Participant to the Partnership Records held by a Participant</p> <p>(a) Inspection rights of a Participant</p> <p>(b) When X may make the request described in item (a)</p> <p>(c) Minimum notice X must give Y before the inspection</p> <p>(d) Y's obligations</p> <p>(e) Confidentiality arrangements</p>	<p>Each Participant ('X') may inspect any Partnership Records in the possession or control of the other Participant ('Y') if requested by X.</p> <p>At any time during the relevant Call-Off Partnership and up to a further 6 years after the end of the Call-Off Partnership.</p> <p>At least 5 Business Days' prior notice, unless Y agrees to shorter notice.</p> <p>Y must give X's representatives reasonable cooperation in relation to such inspections, including access to relevant premises and Partnership Records, and instructing Y's Personnel to provide reasonable explanations in relation to such Partnership Records.</p> <p>Section 43 applies to the confidentiality obligations of Y in relation to its inspections under this item 39.3.</p>
<p>40. Relevant Provider monitoring</p>	
<p>40.1 Reports: obligation of a Participant to circulate any monitoring reports it receives from the Relevant Provider in connection with its Call-off Partnerships</p>	<p>As indicated in the relevant Work Order.</p>
<p>40.2 Monitoring meetings: right of representatives of a Participant to attend monitoring meetings with a Relevant Provider</p>	<p>As indicated in the relevant Work Order.</p>
<p>40.3 Inspections: right of a Participant (in addition to the Host Participant) to exercise any rights of inspection, audit or the like against any Relevant Provider under a Commissioned Contract</p>	<p>Each Participant (in addition to the Host Participant) has the right to exercise the right of inspection, audit or the like against any Relevant Provider under the relevant Commissioned Contract.</p>
<p>40.4 Performance and/or statistical data: obligations of each Participant to disclose to the Partnership Board performance and/or statistical data relating to a Call-off Partnership which that Participant has in its possession from time to time</p> <p>Indicate</p> <ul style="list-style-type: none"> • The types of data • The frequency and due date for disclosure • Any particular format in which it must be disclosed. 	<p>As indicated in the relevant Work Order.</p>

40.5 **Other information:** other events or circumstances in relation to the Call-off Partnership which a Participant must inform the Partnership Board

The Participant must do so in a timely and open manner on first becoming aware of the event or circumstance

Any situation/ circumstance that would negate the service/providers acceptance on the framework. For example, but not limited to:

- Local Authority Service/provider suspensions
- Loss or suspension of CQC registration

41. Keeping informed

41.1 General obligations of each Participant

- Each Participant must keep the other Participant informed of any matters significant to this Framework and/or any one or more Call-off Partnerships.
- That Participant must do so promptly on becoming aware of the matter.

TUPE

42. TUPE

42.1 Arrangements as between the Participants in relation to any service provision change resulting from the commencement or cessation of any services under a Participant's Call-off Partnership

(for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations (2006) and other relevant law covering the transfer of employees in these circumstances)

Each Participant must make its own arrangements in relation to the transfer of the employment of affected employees in connection with any such service provision change.

Information

43. Confidentiality

43.1 What is Confidential Information of each Participant and/or its Affiliates as a **'Discloser'** (each of the following to be read independently)

(a) Business activities

Information relevant to its activities generally, including without limitation,

- The Discloser's operations, strategies, plans, financial arrangements, financial information and third party disputes.
- The Discloser's Personnel and human resources activities generally,
- The Discloser's research activities, know-how and trade secrets and Intellectual Property which is not in the public domain.
- The Discloser's data (including personal data in relation to which it is the data controller or data processor for the purposes of the Data Protection Legislation).
- Details relating to the Discloser's customers, clients, service users, patients or the like.
- Information relating to any other person to whom the Recipient knows (or reasonably ought to know) the Discloser owes a duty of confidentiality (whether under contract, by Law or otherwise).

(b) Under Commissioned Contract

Information in relation to which either Participant is subject to confidentiality obligations under any Commissioned Contract.

(c) Dispute resolution

Disclosures made in the course of any dispute resolution procedure described in section 56.

43.2 Rules regarding how the information must be disclosed etc to be considered the Discloser's Confidential Information under this Framework Agreement

(a) How the information must be disclosed or made or available to the Recipient

- In any manner or in any medium (e.g. in writing, verbally, by observation at the Discloser's premises, contained in any device or material etc.)
- But only in activities reasonably connected with the Partnership.

(b) By whom must the information be disclosed or made available (according to item (a))

It may be disclosed or made available to the Discloser and/or anyone acting on its behalf.

(c) Whether the information must be labelled as 'confidential'

Not necessary.

43.3 A piece of information of the Discloser is not in any case Confidential Information of the Discloser if any of the following applies to that piece of information at the time

(a) Public domain	<ul style="list-style-type: none"> • It is in the public domain from time to time • Exception: as a result of any breach of a duty of confidentiality owed by the Recipient under this Framework Agreement.
(b) Independently developed	The Recipient can reasonably prove it (or its Affiliates and/or their Personnel) had developed that information independently of its association with the Discloser and/or the Discloser's Affiliates and/or their Personnel.
(c) Independently acquired	<ul style="list-style-type: none"> • The Recipient and/or its Affiliate and/or their respective Personnel receive that information in good faith from a third party in circumstances unconnected with this Framework Agreement. • Exception: where the Recipient knows or has reasonable grounds to suspect that the third party is in breach of confidentiality obligations owed to the Discloser and/or its Affiliate.
(d) Trivial	The information is of a trivial nature.

43.4 **The Recipient's obligations:** the Recipient must comply with all of the following obligations in relation to each piece of Confidential Information of the Discloser in the possession of the Recipient from time to time (for the period indicated in item 43.5)

(a) Non-disclosure (subject to item 43.5)	<p>The Recipient</p> <ul style="list-style-type: none"> • Must keep that Confidential Information strictly in confidence, and • Must not disclose it or make it available to third parties.
(b) Not to misuse	<ul style="list-style-type: none"> • The Recipient must not copy, modify, reverse engineer or otherwise use that Confidential Information for any purpose other than for legitimate purposes connected with the relevant Services. • Without limiting the above, the Recipient must not use that Confidential Information to conduct any venture (whether for profit or otherwise) independently of the Discloser.
(c) Not to direct others	The Recipient must not direct or assist any person to do anything in breach of the rest of this item 43.4.
(d) Comply with the Law	The Recipient must comply with relevant Law in relation to the keeping, disclosure or use of that Confidential Information.

43.5 Duration of the Recipient's obligations in item 43.4 in relation to each piece of the Discloser's Confidential Information

Either

- **3 years** from the date on which the relevant Confidential Information was first disclosed; or
- Such longer period required by Law in relation to that piece of Confidential Information.

43.6 **Permitted disclosures:** the Recipient is permitted to disclose or make available any Confidential Information of the Discloser in any of the following circumstances, regardless of item 43.4(a)

(a) Consent

With the prior written consent of the Discloser, subject to the Recipient's compliance with any conditions attached to that consent.

(b) To any of the following

(i) Personnel
(subject to item 43.7)

To the genuine existing or prospective Personnel of the Recipient and/or its Affiliates.

(ii) Advisors etc.
(subject to item 43.7)

To the Recipient's genuine existing or prospective advisers, contractors, consultants, agents, insurers, auditors and banks.

(iii) Public body
(subject to item 43.7)

Any public body authorised to review this Framework Agreement.

(iv) Assignment, novation
(subject to item 43.7)

Any person to whom the Recipient wishes to make a genuine novation and/or assignment of any part of this Framework Agreement.

(v) Disputes
(subject to item 43.7)

Relevant third parties engaged for the purpose of resolving disputes under section 56.

(vi) Third parties
(subject to item 43.7)

Third parties described in item 61.1 for the purpose of advising them of their rights, powers and benefits under this Framework Agreement.

(vii) Required by Law
(subject to item 43.8)

To the extent the Recipient is required to disclose or make available the Confidential Information by Law, including without limitation:

- A court,
- A regulatory body,
- A law enforcement body,
- A genuine public auditor, the UK Parliament or other genuine public body, or as required under any FOI Act (see section 44).

43.7 Rules regarding the Recipient disclosing (or making available) any Confidential Information of the Discloser to any person indicated in item 43.6

- To the extent indicated in item 43.6 that this item 43.7 applies
- All of the following

(a) Need to know

The Recipient may only disclose (or make available) that Confidential Information to that person

- In good faith.
- On a 'need to know' basis.

(b) Treating unauthorised disclosures etc.

The Discloser may regard any unauthorised disclosure or other misuse of such Confidential Information by any such person as if it were the Recipient's own act.

(c) Separate confidentiality agreement

- The Recipient must require the relevant person to enter into a suitable written confidentiality agreement with the Discloser on reasonable terms.
- But only if requested to do so by the Discloser, acting reasonably and proportionately in the circumstances.

43.8 The Recipient must comply with all of the following if it is compelled by Law to disclose or make available any Confidential Information of the Discloser

(except where disclosure is required under any FOI Act, which is covered in section 44)

(a) Inform

The Recipient must inform the Discloser of the circumstances

- With sufficient detail and accuracy and
- Promptly on becoming aware of the obligation to make the compelled disclosure.

(b) Make person aware

The Recipient must make the person compelling the disclosures aware of the duty of confidentiality owed to the Discloser in relation to the relevant information.

(c) Assist the Discloser to challenge

- The Recipient must provide the Discloser with reasonable and timely assistance on request if the Discloser wishes to challenge the compelled disclosure.
- The Discloser must reimburse the Recipient for the Recipient's reasonable and sufficiently evidenced costs in providing that assistance.

(d) Keep to minimum

The Recipient must keep such disclosures to the minimum it is compelled to disclose or make available.

44. Freedom of information

44.1 What are the FOI Acts for the purposes of this section 44

The Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004

44.2 **In relation to a Participant ('X')**: the extent to which another Participant ('Y') considers any of its information to be 'commercially sensitive' for the purposes of the FOI Acts

- To the extent indicated by Y to X in writing from time to time.
- This is for indicative purposes only, and is not binding on X

44.3 Obligations of a Participant ('X')

- If X receives any request under any FOI Act intended for another Participant ('Y'); and/or
- If X holds any record on behalf of Y in connection with the Partnership which is relevant to a request made to Y under the FOI Acts

(a) Bring matter to attention (if X receives any request under any FOI Act intended for Y)

X must promptly bring the matter to the attention of Y in sufficient time to allow Y to make the appropriate determinations and (where appropriate) the relevant disclosures.

(b) Assistance

- X must provide Y with reasonable and timely assistance in complying with the request where appropriate.
- To enable Y to comply with the request under the FOI Act in accordance with relevant Law.
- This includes (where relevant and without limitation) supplying Y with records which X holds on its behalf in connection with the Partnership.

(c) Who bears the costs of X in complying with item (b)

Y must reimburse X for its reasonable and sufficiently-evidenced third party costs in complying with X's obligations in item (b).
Y is not liable to reimburse X for its own internal Personnel time except to the extent X and Y otherwise agree in writing.

(d) Other obligations

X must not respond to that request directly, unless permitted in writing by Y.

44.4 Consequences if a Participant ('X') receives a request for information under any FOI Act involving information of another Participant ('Y') in connection with the Partnership (all of the following)

(a) Rights of X

It may make its own determination according to Law as to whether or not to provide that information to the person making the request.

(b) Extent to which X is required to consult etc.

X is not obliged to consult Y or anyone else in relation to that request for information.

(c) Consequence if X does consult Y and/or anyone else

X is not obliged to have regard to the views of Y and/or anyone else.

(d) To what this item 44.4 is subject

It is subject to X's compliance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000 to the extent that compliance is permissible and reasonably possible.

45. **Announcements and publicity**

45.1 Restrictions on a Participant making announcements and/or giving publicity in connection with the Partnership (e.g. press releases, public circulars, interviews)

The Participant must not do so without the authorisation of the Partnership Board.
The authorisation of the Partnership Board is not required if the relevant Participant is required to do so by Law.

46. Data protection

46.1 Arrangements between the Participants in relation to data protection

(a) If a Participant is to **act as a data processor** for the other Participant in connection with a particular Call-off Partnership

Whether according to the Work Order of the Call-off Partnership, any Partnership Board Resolution or any agreement between the Participants

(b) Otherwise

In relation to any personal data held by a Participant in connection with a particular Call-off Partnership in relation to which the other Participant **is not** a data processor

See schedule 47 for details of the arrangements between the Participants as controller and processor respectively.

- Each Participant is the data controller in relation to that person data.
- Each Participant must comply with the Data Protection Legislation (and the Law generally) in relation to that personal data.

47. Processing certain Processed Personal Data

47.1 Purpose of this section 47

To set out the arrangements between the Participants if one Participant is (for the purposes of any Call-off Partnership) processing any personal data in relation to which the other Participant is a data controller.

47.2 Some definitions and interpretation

(a) **Data Loss Event**

Any event that causes (or creates an unreasonable risk of causing) any of the following:

- Unauthorised access to any Processed Personal Data then in the possession or control of the Relevant Processor or its Sub-processors in connection with a relevant Call-off Partnership.
- Loss or destruction of Processed Personal Data which puts the Relevant Processor in breach of a particular Call-off Partnership, including any Personal Data Breach.

(b) **Data Protection Impact Assessment**

An assessment by a Relevant Controller of the impact of the Processing of the Processed Personal Data in connection with the relevant Call-Off Partnership on the protection of that Processed Personal Data.

(c) **Protective Measures**

Technical and organisational measures for the purposes of item 47.7.

(d) **Processed Personal Data**
in relation to a Relevant Controller

Any Personal Data if and for as long as all of the following apply to it

- A Relevant Controller is a Controller according to Law.
- The Relevant Processor and/or its Sub-processor is a Processor in connection with a particular Call-off Partnership, according to Law.

(e) **Relevant Controller**
each of the following in relation to Processed Personal Data where it is the Controller

The relevant Participant who is the Controller of the relevant Processed Personal Data.

(f) Relevant Processor	The relevant Participant who is the Processor of the relevant Processed Personal Data.
(g) Sub-processor	Any third party (including any contractor of the Relevant Processor) appointed by the Relevant Processor to Process any Processed Personal Data in connection with a particular Call-off Partnership.
(h) Interpretation	The definitions of ‘Controller’, ‘Processor’, ‘Data Subject’, ‘Personal Data’, ‘Personal Data Breach’ and ‘Protection Officer’ in the GDPR also apply to a particular Call-off Partnership.
47.3 Roles of the Relevant Controller and the Relevant Processor (for the purposes of the Data Protection Legislation) in relation to any Processed Personal Data which the Relevant Processor is to Process in connection with a particular Call-off Partnership	The Relevant Controller is the Controller and the Relevant Processor is the Processor in relation to the Processed Personal Data.
47.4 Purposes for which the Relevant Processor and/or its Sub-processors are authorised under a particular Call-off Partnership to Process any Processed Personal Data (and not for other purposes)	<p>Any of the following</p> <ul style="list-style-type: none"> • For purposes genuinely connected with the relevant Call-off Partnership. • As agreed by the Relevant Controller, in writing. • To meet any obligation of the Relevant Processor and/or the Sub-processor under the Law, particularly the Data Protection Legislation.
47.5 Paramount obligation of the Relevant Controller and the Relevant Processor in relation to Processed Personal Data of the Relevant Controller	<ul style="list-style-type: none"> • Each of them must comply with their respective obligations under the Law, particularly the Data Protection Legislation in relation to Processed Personal Data of the Relevant Controller. • This overrides anything to the contrary elsewhere in this Framework Agreement and/or in the contractual terms of the relevant Call-off Partnership.
47.6 The Relevant Processor must comply with all of the following if and for as long as it (or its Sub-processor) Processes any Processed Personal Data in connection with a particular Call-off Partnership (whichever imposes the highest standard)	
(a) Policies, instructions	Reasonable, lawful, relevant and adequately communicated policies and/or instructions of the Relevant Controller from time to time in connection with the Processing of the Processed Personal Data.
(b) Relevant Processor’s policy	The Relevant Processor’s own relevant policies in place from time to time.
(c) Law	<ul style="list-style-type: none"> • In any case, relevant Law, particularly the Data Protection Legislation, including where relevant all of the data protection principles indicated in the Data Protection Legislation. • This overrides any other obligation elsewhere in this section 47 to the extent of any inconsistency.

47.7 Obligations of the Relevant Processor in relation to **Protective Measures**

- The Relevant Processor must have Protective Measures in place to Process the Processed Personal Data in connection with a particular Call-off Partnership which are appropriate to the processing of Processed Personal Data by the Relevant Processor or its Sub-processor
- Those Protective Measures must be appropriate to the risks to that Processing of any serious adverse consequences to the relevant Processed Personal Data, including unlawful access, unlawful Processing, accidental loss, modification or destruction.
- Such Protective Measures may include the following (for example and where relevant):
 - Encrypting and pseudonymising the Processed Personal Data.
 - Ensuring confidentiality, integrity, availability and resilience of systems and services
 - Ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
 - Regularly testing and evaluation of the relevant security measures.

47.8 **Obligation to inform:** the Relevant Processor must inform the Relevant Controller of any of the following events or circumstances in relation to any Processed Personal Data which the Relevant Processor is the Processor in connection with a particular Call-off Partnership

- The Relevant Processor must do so promptly on first becoming aware of the event or circumstance
- But only to the extent it is lawful for the Relevant Processor to do so

- (a) Requests, complaints or other communication
- (b) Unauthorised access
- (c) Data Loss Event
- (d) Breach

	As indicated in item 47.18 in relation to certain requests, complaints and other communications.
	Any incident of unauthorised access to that Processed Personal Data.
	A Data Loss Event in relation to the relevant Processed Personal Data.
	Any incident of Processing of that Processed Personal Data that is materially in breach of any of the following <ul style="list-style-type: none"> • The contractual terms of a relevant Call-off Partnership. • The Data Protection Legislation and/or any other Law. • This obligation is not required if the Relevant Processor is not permitted by Law to inform the Relevant Controller.

47.9 In relation to the Relevant Processor's obligation **to inform** the Relevant Controller about any event or circumstance described in item (b) and/or in item (c) and/or in item (d) if it occurs or arises

(a) Deadline by which the Relevant Processor must inform the Relevant Controller

The earliest of the following:

- **If there is any deadline on the Relevant Processor to inform the Relevant Controller according to Law (particularly the Data Protection Legislation):** by that deadline.
- **If there is any deadline on the Relevant Controller to respond to the relevant event of circumstance according to Law (particularly the Data Protection Legislation):** no later than **5 days** before the Relevant Controller's deadline.
- **Otherwise:** promptly (and in any case not more than **5 days**) after the Relevant Processor first becomes aware of the event or circumstance.

(b) Information the Relevant Processor must provide the Relevant Controller (all of the following to the extent relevant)

- A reasonable description of the relevant event or circumstance.
- The number of Data Subjects affected.
- How the Relevant Controller can obtain further information (e.g. a contact person within the organisation of the Relevant Processor or the Sub-processor).
- The likely consequences of the relevant event or circumstance
- The measures the Relevant Processor or the Sub-processor has taken (and/or proposes to take) in response to the event or circumstance to mitigate the harm to the Processed Personal Data and/or to the relevant Data Subjects and/or the Relevant Controller.

(c) Further obligations of the Relevant Processor in relation to its obligations to inform the Relevant Controller under this item 47.9

- The Relevant Processor must also provide appropriate Personnel of the Relevant Controller **with further relevant information on the relevant events or circumstances in phases** as details become available.
- The Relevant Processor must do so promptly on becoming aware of the relevant information

47.10 Other obligations of the Relevant Processor if any of the events or circumstances described in item 47.8(b) and/or in item 47.8(c) and/or in item 47.8(d) occurs or arises in relation to any Processed Personal Data which the Relevant Processor is the Processor in connection with a particular Call-off Partnership

(all of the following to the extent relevant)

(a) Assist

The Relevant Processor must provide the Relevant Controller with reasonable assistance in relation to the Relevant Controller's response to the relevant event or circumstance.

(b) Preventative steps

The Relevant Processor must take appropriate steps (having reasonable regard to the views of the Relevant Controller) to reduce the reoccurrence of the relevant event or circumstance.

(c)	Non-disclosure	<p>The Relevant Processor must not disclose any information about the relevant event or circumstance to a Data Subject, the Information Commissioner (or other regulatory or law enforcement body) or anyone else except to the extent:</p> <ul style="list-style-type: none"> • The Relevant Controller permits the disclosure in writing. • The disclosure is to the Relevant Controller or its other authorised agents. • The Relevant Processor is required to make that disclosure by Law.
(d)	If notification of the relevant event or circumstance is required under the Data Protection Legislation	<p>The Relevant Processor must do the following</p> <ul style="list-style-type: none"> • Give the Relevant Controller reasonable assistance in preparing that notification. • Reimburse the Relevant Controller for its reasonable and sufficiently-evidenced costs in giving that notification. The Relevant Processor must do so no later than 30 days after the Relevant Controller's written demand. <p>Exception where the Relevant Processor is not obliged to comply with the above obligations: where the relevant event or circumstance is substantially caused by the negligence or deliberate misconduct of the Relevant Controller and/or its separate agents.</p>
(e)	Investigate	<p>The Relevant Processor must investigate the relevant event or circumstance.</p>
(f)	Mitigate harm	<ul style="list-style-type: none"> • The Relevant Processor must take reasonable action (within its reasonable power and in accordance with the Relevant Controller's reasonable instructions) to mitigate the harm the relevant event or circumstance may cause to the relevant Data Subjects and/or the Relevant Controller. • The Relevant Processor must keep records of any such action which it takes.
(g)	No offer of remedy	<p>The Relevant Processor must not offer any remedy to any Data Subject in relation to the relevant event or circumstance without the Relevant Controller's prior written consent.</p>
(h)	Comply with Law	<p>In any case, the Relevant Processor must comply with the Data Protection Legislation and the Law generally in its response to the relevant event or circumstance.</p>
47.11	How the Relevant Processor must inform the Relevant Controller if required to do so anywhere in this section 47	<p>As directed by the Relevant Controller from time to time, acting reasonably.</p>

<p>47.12 Assistance which the Relevant Processor must give the Relevant Controller in relation to the Processed Personal Data</p>	<p>The Relevant Processor must give the Relevant Controller reasonable assistance to for any of the following purposes</p> <ul style="list-style-type: none"> To enable the Relevant Controller to meet its obligations in relation to the Processed Personal Data under Law, particularly the Data Protection Legislation. To enable the Relevant Controller to respond to any request, complaint or other communication received by the Relevant Controller and/or the Relevant Processor relating to the Processing of the Processed Personal Data by the Relevant Processor and/or its Sub-processor. This request, complaint or other communication may come from <ul style="list-style-type: none"> The relevant Data Subject; and/or The Information Commissioner or other regulatory or law enforcement body. Any person not described above who is entitled by Law to a response to its request, complaint or other communication.
<p>47.13 When the Relevant Processor must give the Relevant Controller the assistance described in item 47.12</p>	<ul style="list-style-type: none"> In a timely manner on the Relevant Controller's reasonable request having regard to the circumstances (e.g. any deadlines imposed on the Relevant Controller by Law). The Relevant Processor is only required to provide that assistance if the Relevant Controller has made the request for at least one of the purposes indicated in item 47.12.
<p>47.14 How the Relevant Processor's costs in providing the assistance described in item 47.12 are to be met</p>	<p>The Relevant Controller must reimburse the Relevant Processor for the Relevant Processor's reasonable and sufficiently evidenced costs in providing that assistance.</p>
<p>47.15 Examples of assistance which the Relevant Processor must provide for the purposes of item 47.12</p> <ul style="list-style-type: none"> Each of the following In relation to any Processed Personal Data which the Relevant Processor and/or its Sub-processor is then Processing for the purposes of a particular Call-off Partnership To the extent relevant in the circumstances Not an exhaustive list of the assistance the Relevant Processor must provide for the purposes of item 47.12 	
<p>(a) Supplying Processed Personal Data</p>	<p>Supplying the Relevant Controller, at its request, with any of the relevant Processed Personal Data.</p>
<p>(b) Requests, complaints or other communication</p>	<p>As indicated in item 47.18 in relation to cooperation required in relation to any requests, complaints, communications etc.</p>
<p>(c) Assessment of operations</p>	<p>Providing the Relevant Controller an assessment of the necessity and proportionality of the Processing operations in relation to the Processed Personal Data.</p>
<p>(d) Risk assessment</p>	<p>Providing a risk assessment in relation to the rights and freedoms of Data Subjects.</p>

(e)	Data Loss Event	Providing the Relevant Controller with reasonable assistance following any Data Loss Event relating to the Processed Personal Data.
(f)	Information Commissioner	Providing the Relevant Controller with reasonable assistance as requested by the Relevant Controller with respect to any of the following insofar as it relates to the Processed Personal Data <ul style="list-style-type: none"> • Any request from the Information Commissioner (or other regulatory body exercising its functions as such) • Any consultation by the Relevant Controller with the Information Commissioner (or other regulatory body exercising its functions as such).
47.16	Queries: the Relevant Processor's obligations in relation to any query which the Relevant Controller raises from time to time in relation to any Processed Personal Data	<ul style="list-style-type: none"> • The Relevant Processor must respond to that query in a prompt and proper manner. • The Relevant Processor must do so at the Relevant Processor's own cost.
47.17	Obligation of the Relevant Processor to assist the Relevant Controller in preparing any Data Protection Impact Assessment	<ul style="list-style-type: none"> • The Relevant Processor must provide the Relevant Controller with reasonable assistance when the Relevant Controller prepares any Data Protection Impact Assessment prior to the Relevant Processor (or its Sub-processor) commencing any Processing of any Processed Personal Data in connection with a particular Call-off Partnership. • But only in relation to those parts of the Data Protection Impact Assessment relevant to that Processing.

47.18 **Requests, complaints, communications:** the Relevant Processor must comply with all of the following obligations:

- In relation to any request complaint or other communication which the Relevant Processor or its Sub-processor receives in connection with any Processed Personal Data
- In connection with the Processed Personal Data
- Whether relating to the obligations of the Relevant Controller, the Relevant Processor and/or the Sub-processor
- Including those from any of the following
 - A Data Subject (e.g. an access request, a request to rectify)
 - The Information Commissioner and/or any other regulatory or law enforcement body.
 - Any other person entitled to a response by Law.

(a) **Obligation to inform**

- The Relevant Processor must inform the Relevant Controller of the request complaint or other communication relevant matter in a prompt manner, and in any case no later than **2 Business Days** (or any shorter deadline as required by the Data Protection Legislation) after the Relevant Processor first receives the relevant request., complaint or other communication.
- But only to the extent it is lawful for the Relevant Processor to do so.

(b) **Obligation to cooperate:** the Relevant Processor must provide the Relevant Controller with reasonable and timely cooperation in relation to the request, complaint or other communication relating to any Processed Personal Data including the following

This cooperation may include any of the following (for example and where relevant)

(i) Providing copies

The Relevant Processor must provide the Relevant Controller with full copies of the relevant request, complaint or other communication.

(ii) If it is an access request

The Relevant Processor must either:

- Comply with the access request according to deadlines required by Law; or
- Assist the Relevant Controller to do so

As requested in writing by the Relevant Controller.

(iii) Instructions

The Relevant Processor must comply with reasonable and relevant instructions of authorised representatives of the Relevant Controller in responding to the relevant request, complaint or other communication.

(iv) Supply the Processed Personal Data	If requested by the Relevant Controller, the Relevant Processor must supply the Relevant Controller with relevant Processed Personal Data to which the request, complaint or other communication relates, to enable the Relevant Controller to respond to the relevant request, complaint or other communication.
47.19 Liability of the Relevant Controller to make any additional payment to the Relevant Processor in return for the Relevant Processor providing the cooperation described in item (b)	
47.20 Obligations of the Relevant Processor in transferring any Processed Personal Data	<p>The Relevant Processor must not host or otherwise transfer any Processed Personal Data outside of the European Economic Area (or the area comprising the United Kingdom and the European Economic Area, if the United Kingdom is not in the European Economic Area at the time) unless both of the following apply:</p> <ul style="list-style-type: none"> • The Relevant Processor has the written consent of the Relevant Controller. • All of the conditions in item 47.21 are met.
47.21 Conditions for the purposes of item 47.20 (all of these must be met)	
(a) Safeguards	The Relevant Controller and/or the Relevant Processor and/or its Sub-processor has provided appropriate safeguards in relation to the transfer as decided by the Relevant Controller, whether in accordance with GDPR Article 46 or Article 37 of Law Enforcement Directive (Directive (EU) 2016/680).
(b) Obligations under the Data Protection Legislation	The Relevant Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Processed Personal Data that is hosted or otherwise transferred.
(c) Rights for the Data Subject	The Data Subject has enforceable rights and effective legal remedies which are enforceable and effective in relation to the Processed Personal Data which is hosted or otherwise transferred.
(d) Standard clauses	<p>If requested by the Relevant Controller in writing, the Relevant Processor (or Sub-processor where relevant) has become legally bound (in favour of the Relevant Controller and its Affiliates) to</p> <ul style="list-style-type: none"> • The standard contractual clauses applicable to the hosting or other transfer of Personal Data between Controllers and Processors as set out in the European Commission decision of February 5, 2010 (C (2010) 593), as amended; or • Such other contractual clauses approved by the Relevant Controller (such approval not to be unreasonably withheld where these other contractual clauses provide at least equivalent protection to the Processed Personal Data.

47.22 The Relevant Processor must comply with all of the following obligations in relation to each of its (and/or its Sub-processor's) **Personnel**

- In relation to the individual's **access to, or his/her involvement in, the Processing of, any Processed Personal Data** in connection with a particular Call-off Partnership

- (all of the following)

(a) Level of access

The Relevant Processor may only give the relevant individual access to the Processed Personal Data if he/she has a genuine 'need to know' for the purposes of carrying out his/her duties.

(b) How they Process

The Relevant Processor must ensure the relevant individual does not do anything to cause the Relevant Processor to breach the contractual terms of a particular Call-off Partnership and/or (in any case) the Law.

(c) Understanding of obligations

The Relevant Processor must use reasonable endeavours to ensure the individual understands and complies with the Relevant Processor's obligations under the contractual terms of a particular Call-off Partnership and under the Law in relation to the Processing of the Processed Personal Data.

(d) Training

The Relevant Processor must ensure that the individual has undertaken adequate training in the requirements of the Law and the Relevant Processor's policies and procedures in the Processing of the relevant Processed Personal Data.

(e) If Processing of the Processed Personal Data involves the Relevant Processor having direct access to any electronic system of the Relevant Controller

The Relevant Processor must comply with all of the following to the extent requested to do so in writing by the Relevant Controller, acting reasonably:

- The Relevant Processor must make relevant Personnel the Relevant Processor expects to have access to such system from time to time in connection with the Services undergoes any training supplied by the Relevant Controller in relation to the access and use of the system.
- The Relevant Processor must not give such access to such system to any Personnel who has not completed that training to the reasonable satisfaction of the Relevant Controller.

(f) Confidentiality undertakings

The Relevant Processor must ensure the individual has given **legally binding confidentiality obligations** to the Relevant Processor or relevant Sub-processor, as relevant (e.g. under his/her contract of employment) **which are sufficient to protect the confidentiality of the Processed Personal Data.**

(g) Informed of confidential nature

The Relevant Processor must ensure all of the following

- That the individual has been informed of the confidential nature of the Processed Personal Data.
- That the individual has undertaken adequate training in the use, care, protection and handling (or the like of any of these) of the relevant Processed Personal Data.

(h) Not to breach confidentiality	<p>The Relevant Processor must ensure the individual does not disclose or publish (or the like of any of these) any of the relevant Processed Personal Data to any third party except to the extent:</p> <ul style="list-style-type: none"> • Permitted elsewhere in the terms of a particular Call-off Partnership. • Required by Law. • Instructed by appropriate Personnel of the Relevant Controller.
(i) Removal	<p>The Relevant Processor must promptly discontinue a member of its Personnel's access to, and/or involvement in, the Processing of, any Processed Personal Data if</p> <ul style="list-style-type: none"> • The Relevant Processor is aware of circumstances that reasonably indicate that the individual is not a fit and proper person to have such access and/or involvement; and/or • The Relevant Controller requires the Relevant Processor to discontinue that individual's access or involvement in that Processing where either of them first becomes aware of those circumstances.
47.23 Record keeping obligations of the Relevant Processor	<ul style="list-style-type: none"> • The Relevant Processor must keep complete and accurate records and information to demonstrate its compliance with this section 47. • This is subject to the exemptions in item 47.24.
47.24 Exemptions to item 47.23	<p>The Relevant Processor is not obliged to comply with item 47.23 if from time to time the Relevant Processor employs fewer than 250 employees</p> <p>Exception where the Relevant Processor is required to comply with item 47.23 if even if it has fewer than 250 employees: if the Relevant Controller (or the Relevant Controller on its behalf if it is not the Relevant Controller in relation to the Processed Personal Data) concludes (acting reasonably) that all of the following applies</p> <ul style="list-style-type: none"> • The Processing of the relevant Processed Personal Data is not occasional. • The relevant Processed Personal Data includes any of the following <ul style="list-style-type: none"> - Special categories of data as referred to in Article 9(1) of the GDPR. - Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR. - The Processing of the relevant Processed Personal Data is likely to result in a substantial risk to the rights and freedoms of relevant Data Subjects.

47.25 Inspection and audit rights of the Relevant Controller (and obligations of the Relevant Processor)

- In relation to the Processing of any Processed Personal Data in connection with the relevant Call-Off Partnership
- In relation to which the Relevant Controller is the Controller and the Relevant Processor is the Processor

(a) Main obligations of the Relevant Processor

It must do all of the following for the purposes indicated in item (d)

- Give the Relevant Controller and/or its Personnel and/or other agents appropriate access to relevant premises, records, systems, and equipment (and the like of any these).
- Direct the Relevant Processor's relevant Personnel to give the Relevant Controller and/or its authorised agents materially sufficient and materially accurate explanations of the relevant premises, records, systems, and equipment (and the like of any these) under inspection.

(b) When the Relevant Processor must comply with its obligations in item (a)

Promptly on the Relevant Controller's written request.

(c) Purposes for item (a)

To enable the Relevant Controller to verify the Relevant Processor's compliance with the following in relation to its Processing of the Processed Personal Data:

- The Data Protection Legislation and the Law generally; and
- This Framework Agreement, particularly this section 47.

(d) Purposes for item (a)

To enable the Relevant Controller to verify the Relevant Processor's compliance with the following in relation to its Processing of the Processed Personal Data:

- The Data Protection Legislation and the Law generally; and
- This Framework Agreement, particularly this section 47; and
- The terms of a relevant Call-Off Contract.

(e) Confidentiality

The Relevant Processor may (acting reasonably and in good faith) request the Relevant Controller to give the Relevant Processor

- Legally binding written confidentiality obligations
- On reasonable terms
 - To be given by the Personnel and/or other agents appointed by the Relevant Controller to carry out the inspection on the Relevant Controller's behalf under this item 47.25.
 - For the benefit of the Relevant Processor, its Sub-processors and their respective Affiliates
- The Relevant Processor may delay complying with item (a) until the Relevant Controller has properly complied with the above request.
- This does not in itself limit the Relevant Controller's obligations (if any) in relation to the Confidential Information of the Relevant Processor under section 47.
- If any such Personnel and/or other agent of the Relevant Contractor
 - Does any act in relation to information obtained in the course of the inspection under this item 47.25.
 - Where that act would breach section 43 if that act were done directly by the Relevant Controller,the Relevant Processor may treat that act as if it were done by the Relevant Controller directly.

47.26 **Processing by Sub-processors:** the Relevant Processor must do the following if its directly or indirectly appointed Sub-processor Processes any relevant Processed Personal Data in connection with a particular Call-off Partnership (not to limit the Relevant Processor's obligations in relation to such Sub-processor generally)

(a) Consents of the Relevant Controller

- The Relevant Processor must not appoint a Sub-processor without the prior written consent of the Relevant Controller.
- The Relevant Controller must not unreasonably withhold that consent.

(b) Reasonable grounds to refuse consent under item (a)

- If and for as long as any of the following apply
- The Sub-processor is not legally bound to obligations to the Relevant Processor which are at least as onerous to the Sub-processor as those in this section 47 are to the Relevant Processor.
 - The Relevant Controller has reasonable grounds to believe (having been given a reasonable opportunity to check) that the Sub-processor's Protective Measures are not adequate.

(c) Ensure compliance

The Relevant Processor must ensure the Sub-processor's compliance with relevant obligations under this section 47 in connection with the Sub-processor's Processing of the relevant Processed Personal Data.

47.27 Delete or return

- The Relevant Processor must do any of the following in relation to any particular Processed Personal Data in relation to which the Relevant Processor is the Processor in connection with a particular Call-off Partnership
 - Delete it
 - Return it (including copies) to the Relevant Controller.
- The Relevant Processor must do so
 - Promptly on the Relevant Controller's request (to be made when the Relevant Processor has no further need to retain that Processed Personal Data for the purpose of a particular Call-off Partnership); or
 - In any case promptly on the final discontinuation of the relevant Call-off Partnership, unless similar activities are to continue under a new contract
- **Exception:** this obligation does not apply to the extent the Relevant Processor or its Sub-processor is required by Law to retain the relevant Processed Personal Data.

47.28 Restrictions on modification

- The Relevant Processor must not modify any of the Processed Personal Data except to the extent:
- The Relevant Processor is required by Law to do so.
 - The Relevant Processor is permitted or required elsewhere in this Framework Agreement and/or in the contractual terms of a particular Call-off Partnership to do so.
 - The Relevant Controller permits or requires the Relevant Processor to do so.

47.29 Suspension of Processing

- The Relevant Processor must promptly suspend (and must require its Sub-processor to promptly suspend, where relevant) the Processing of any Processed Personal Data if the Relevant Controller requests the Relevant Processor to do so in writing.
- The Relevant Controller may only make that request if the Relevant Controller has reasonable grounds to believe there is a substantial risk of the Relevant Processor and/or its Sub-processor Processing any of the Processed Personal Data in breach of the terms of a particular Call-off Partnership, and in any case, in breach of the Data Protection Legislation and/or the Law generally.

47.30 In relation to an Claim made or threatened against the Relevant Controller and/or its Affiliate In connection with any one or more of the following in relation to any Processed Personal Data in the possession or control of the Relevant Processor in connection with a particular Call-off Partnership:

- Its loss, and/or
- Its misuse, and/or
- Any unauthorised access to it.

- The Participants shall bear the Losses as follows:
- From any Pooled Fund
 - **If there is no Pooled Fund or to the extent the Pooled Fund is insufficient:** by the Participants according to the same proportions as they would be required to contribute to an Overspend.

47.31 Whether this section 47 limits the confidentiality obligations (if any) owed by the Relevant Processor under a this Framework Agreement (see especially, section 43) and/or under the terms of a particular Call-off Partnership	No.
47.32 Duration of the rights and obligations (or the like of any of these) of the Relevant Controller and the Relevant Processor under this section 47	<ul style="list-style-type: none"> • Those rights and obligations (or the like of any of these) continue for as long as the Relevant Processor and/or Its Sub-processor continues to Process any Processed Personal Data of the Relevant Controller in connection with a particular Call-off Partnership. • This applies even if the Relevant Processor is no longer carrying on any activities in connection with a particular Call-off Partnership (e.g. after the termination of a particular Call-off Partnership).

Liability issues

48. Promises about success of Call-off Partnership

48.1 Promises given by any Participant to another Participant about the success of any Call-off Partnership and/or the Partnership generally (e.g. any benefits etc.)	None given.
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49. Liability for Functions

49.1 Whether this Framework Agreement and/or any Call-off Partnership in itself affects the liability of a Participant to third parties (e.g. to client groups, to the public generally) in relation to the exercise of its functions.	No.
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50. Uncontrollable Circumstances

50.1 What are 'Uncontrollable Circumstances' in relation to the activities of a Participant ('X') in relation to this Framework Agreement and each Call-off Partnership (effectively 'force majeure' events)	<p>Any event or circumstance to which all of the following apply:</p> <ul style="list-style-type: none"> • It is outside X's reasonable control; and • It genuinely prevents X from carrying out its obligations in relation to this Framework Agreement and/or a Call-off Partnership.
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50.2 **Suspension:** the following apply to the **right or obligation** of X to suspend obligations under this Framework Agreement or a Call-off Partnership as a result of relevant Uncontrollable Circumstances

(a) Obligation to communicate

<p>X must communicate its intention to suspend carrying out such obligations as follows</p> <ul style="list-style-type: none"> • To the other Participant's Representative or (in any emergency) other suitable Personnel of the other Participant; and • In writing where reasonably possible.

(b) Keeping informed

X must keep the other Participant informed in a proper and timely manner of significant events or circumstances in relevant to the suspension of the relevant obligations.

(c) Resumption

X must resume the relevant activities promptly when it is no longer substantially and directly prevented from doing so under the relevant Uncontrollable Circumstance.

50.3 Consequences if X suspends its obligations according to item 50.2

- All of the following
- As relevant
- To be read independently

(a) Right to relief

X shall be relieved of liability (all of the following)

- To any person with rights under this Framework Agreement
- For failing to carry out any of its obligations under this Framework Agreement
- To the extent those obligations are suspended under item 50.2.

(b) Consequences for the contributions which either Participant is required to make in relation to the Call-off Partnership if X's activities are disrupted due to any Uncontrollable Circumstance

Unaffected.

(c) **Right to take certain steps:** the other Participant shall not unreasonably refuse a proposal from X to take certain steps if X's proposal meets all of the following requirements

(i) How the proposal must be made

- In writing.
- Communicated to the other Participant's Representative.

(ii) Steps that may be proposed

The other Participant and X agreeing to amendments to this Framework Agreement, including (for example and where relevant) amendments relating to any of the following to take account of the relevant Uncontrollable Circumstance:

- Extending any deadlines of X in connection with the Services.
- Changing to the financial arrangements between the parties under this Framework Agreement (e.g. increasing any amounts payable by the other Participant to X).
- Changing the Specification and/or X Proposal (whether temporarily or permanently) to reduce the burden of X.

(iii) Requirements of the proposal

- It must be reasonable and proportionate.
- In preparing the proposal, X must have proper regard to the extent to which the suspension of activities as a result of the relevant Uncontrollable Circumstance affected X's ability to carry out its obligations.

51. Caps on a Participant's liability

51.1 Cap on the liability of a Participant to other Participants for liabilities described in item 51.3

That Participant's liability to each other Participant is capped to **£1.00** per event or circumstance.
The Participants agree this is reasonable given the nature of their relationship.

51.2 The caps and exclusions of a Participant's liability indicated elsewhere in this Framework Agreement, particularly item 51.1

- Do not apply and shall not be taken into account in calculating any caps on its liability
- To the extent the liability relates to any of the following (each of these is to be read independently)

(a) Death etc.

Death or personal injury caused by the negligence of that Participant.

(b) Deliberate

That Participant's deliberate act or deliberate failure to act.
A Participant shall be regarded as having deliberately acted or failed to act where that act as done (or failed to be done) where there is reasonable evidence that the act was done (or not done) under the instruction of that Participant's Representative and/or any other member of its senior management.

(c) Fraudulent misrepresentation

That Participant's fraudulent misrepresentation.

(d) Indemnity

Any indemnity given by the Participant to another Participant under item 35.8(b).

(e) Specific debts

- Specific debts arising under or in connection with this Framework Agreement including interest accruing on any such debts.
- **Examples:** Host Participant Remuneration under item 28.2(b).

(f) Elsewhere in this Framework Agreement

As indicated elsewhere in this Framework Agreement.

(g) Not permitted by Law

Anything else to the extent liability cannot be capped and/or excluded by Law.

<p>51.3 Interpretation of caps and exclusions of the liability of a Participant ('X') in this section 51</p>	<p>They apply to X's liabilities of any kind in connection with this Framework Agreement.</p> <ul style="list-style-type: none"> • Regardless of whether the liability arises in tort, contract, under statute or otherwise. • Any cap on X's liability is to be aggregated between <ul style="list-style-type: none"> - The liability X owes to the other Participant; and - The liability X owes any third party connected with that other Participant under this Framework Agreement.
<p>51.4 Apportionment where the loss of Participant ('X') is only partly due to the fault of the other Participant ('Y')</p>	<p>Where X's losses in particular circumstances relevant to this Framework Agreement</p> <ul style="list-style-type: none"> • Are partly caused by the fault of Y and/or anyone acting on Y's behalf (whether in tort, contract, under statute or otherwise); and • Are partly due to other factors (including X's own acts and failures to act), <p>Then the liability of Y to X for compensation or the like shall be reduced fairly and proportionately to reflect the extent to which Y's act or failure to act contributed to causing X's losses.</p>

Termination and exit

52. Termination of Commissioned Contracts

<p>52.1 If</p> <ul style="list-style-type: none"> • Only one Participant is a party to a particular Commissioned Contract; and • That Participant has a right to terminate that Commissioned Contract for any reason (e.g. due to the default of the Relevant Provider, or without its fault) <p>How the decision is made to terminate that Commissioned Contract</p>	<ul style="list-style-type: none"> • Usually: as decided either by written agreement between the Participants or by a Partnership Board resolution. • If the Participants cannot agree or there is a deadlock on the issue within the Partnership Board: the Participant wishing to terminate shall prevail. Accordingly: <ul style="list-style-type: none"> - If the Participant wishing to terminate is a party to the Commissioned Contract: if may terminate the Commissioned Contract. - If the Participant wishing to terminate is NOT a party to the Commissioned Contract: the other Participant wish is a party to the Commissioned Contract must terminate it promptly if and for as long as it is entitled to do so under the terms of that Commissioned Contract.
<p>52.2 If</p> <ul style="list-style-type: none"> • Only both parties are a party to a particular Commissioned Contract; and • They have a right to terminate that Commissioned Contract for any reason (e.g. due to the default of the Relevant Provider, or without its fault) <p>How the decision is to be made between the Participant s to exercise that right to terminate</p>	<p>As in item 52.1.</p>

53. Termination of this Framework

53.1 Right of a Participant to terminate this Framework

- There is no formal procedure for a Participant to terminate this Framework.
- Neither Participant is obliged to enter any further Call-off Partnership if it does not wish to.
- This does not affect existing Call-off Partnerships in place at the time.

54. Termination of a Call-off Partnership

54.1 Whether either Participant may terminate a Call-off Partnership if it wishes to do so

- Either Participant may do so at any time.
- That Participant is not required to give any reason for termination and is not required to prove any fault on the part of the other Participant.

54.2 How a Participant terminates a Call-off Partnership if it wishes to do so

By notice in writing to the other Participant.
That notice must be given strictly according to section 62.

54.3 Consequence if a Participant gives a notice under item 54.2

(a) Enter new Commissioned Contracts

Neither Participant may **enter into any new Commissioned Contract** under that Call-off Partnership without the written agreement of the other Participant.

(b) Extend existing Commissioned Contracts

Neither Participant may **extend any existing Commissioned Contract** under that Call-off Partnership without the written agreement of the other Participant.

(c) Rights and obligations to terminate existing Commissioned Contracts

The rights or obligations of the Participants to **terminate any existing Commissioned Contract** under that Call-off Partnership are indicated in section 52.

(d) Rights and obligations in relation to existing Commissioned Contracts

The obligations of the Participants in relation the Call-off Partnership (including any obligations to make payments) shall continue in respect of **existing Commissioned Contracts** under that Call-off Partnership (including ongoing obligations in relation to such Commissioned Contracts terminated under section 52) until those obligations are fully completed or until they expire or until they are terminated (as relevant, depending on the nature of those obligations).

Ending the Partnership

55. Exit

55.1 Exit obligations of the Participants at the end of this Framework

None required.

55.2 Exit obligations of the Participants at the end of a particular Call-off Partnership

As indicated in the relevant Work Order.

Miscellaneous

56. Dispute resolution

56.1 Application of this section 56

It applies to any dispute between Participants in connection with this Framework Agreement and/or any Call-off Partnership ('**Relevant Dispute**').

56.2 **First step** - resolution by Representatives

- The Participants shall direct their Representatives to use their reasonable endeavours to resolve the Relevant Dispute in a timely manner and in good faith.
- The Participants shall bear their own costs in doing so.

56.3 **Next step:** if the Participants' Representatives cannot resolve the Relevant Dispute within **30 days**

- The Participants shall escalate the matter to their respective Escalated Persons.
- The Participants shall direct their Escalated Persons to use their reasonable endeavours to resolve the Relevant Dispute in a timely manner and in good faith.
- The Participants shall bear their own costs in doing so.

56.4 Next step if the Relevant Dispute has not been resolved within **60 days** of commencing the previous step

The Participants must attempt to resolve the Relevant Dispute **by mediation**, according to all of the following

(a) How the Participants are to commence the mediation

- By either Participant giving the other Participant a notice (strictly according to section 48) requesting mediation.
- Such notice must summarise in reasonable detail the Relevant Dispute (as understood in good faith by the Participant giving that notice).

(b) Mediation procedure the Participants are to use

The Model Mediation Procedure of the Centre for Effective Dispute Resolution or the comparable rules of any successor body ('**Centre**').

(c) How the Participants must appoint the mediator

- By agreement of the Participants (acting promptly and in good faith).
- They shall appoint a suitably qualified, independent mediator.
- If they cannot agree on a mediator within 7 days of first considering the issue, they shall request the Centre to recommend a mediator. The Participants must accept the person who is recommended unless there are genuine and serious concerns about that person's independence.

(d) General obligations of Participants in the course of the mediation: all of the following

(i) Good faith

The Participants must act generally in good faith in attempting to resolve the Relevant Dispute.

	(ii)	Cooperation	The Participants must co-operate fully and promptly with the mediator, including promptly doing such acts (including signing a document substantially in the form of the Centre's model agreement in force from time to time) as the mediator reasonably requires.
	(iii)	Directions to Personnel	The Participants must direct their respective Personnel to attend and cooperate with the mediation properly and in good faith, as reasonably necessary.
	(iv)	Confidentiality	<ul style="list-style-type: none"> The Participants must carry out the mediation in strict confidence. A Participant shall not be regarded as having breached its confidentiality obligations in this Framework Agreement (see section 43) if it or its Affiliate makes disclosures of Confidential Information of the relevant Discloser for purposes connected with the mediation.
	(v)	Without prejudice	The Participants acknowledge that anything said or done by a Participant in the course of the mediation shall not in itself prejudice its rights in any later proceedings between it and the other Participant.
	(vi)	Engagement	The Participants shall not engage (in connection with further proceedings involving the Relevant Dispute) the mediator as an advisor and/or to call him/her as a witness.
	(vii)	How mediation costs are to be borne	<ul style="list-style-type: none"> The Participants shall share equally the costs of engaging the mediator They shall otherwise bear their own costs in connection with the mediation.
56.5		Right of a Participant to commence legal proceedings in relation to the Relevant Dispute if mediation is used under item 56.4	It may do so if the Relevant Dispute is not resolved by mediation after at least 90 days from commencement of mediation.
56.6		Various remedies	Nothing in this Framework Agreement (including this section 56) shall prevent a Participant from seeking specific performance or injunctions or other remedies of a similar nature in relation to matters relevant to this Framework Agreement.

57. Local authority powers

57.1 Status of the Council in its capacity as a local authority

(a) Right to carry out powers etc.

Nothing in this Framework Agreement and/or in the contractual terms of any Call-off Partnership in any way affects the right of the Council as a local authority to exercise (or to not exercise) any of its statutory powers and/or its statutory functions.

(b) Examples

Without limiting this, this includes the power of the X to grant or not to grant any kind of application for planning, any particular licence or the like of any of these which is submitted by any other Participant, even if it results in any activities contemplated in this Framework Agreement and/or in the contractual terms of any Call-off Partnership being unable to commence or continue.

(c) Interpretation

The above paragraphs shall apply even if the exercise (or non-exercise) of such powers and functions causes the Council or another Participant to breach its obligations under this Framework Agreement and/or in the contractual terms of any Call-off Partnership.

58. Relationship between the Participants

58.1 Relationship between the Participants created by this Framework Agreement

The relationship of partners under each Call-off Partnership in place from time to time for the purposes of the 2006 Act.

58.2 Relationships between the Participants which are not created by this Framework Agreement (any of the following)

(a) Partnership

Any partnership between the Participants for the purposes of the Partnership Act 1890.

(b) Principal-agent

- Any relationship of principal and agent between the Participants authorising one Participant to do anything (e.g. incur liabilities or obligations, make statements) on behalf of the other Participant.
- **Exception:** to the extent otherwise:
 - Clearly indicated or reasonably implied in this Framework Agreement, and/or
 - Agreed in writing by the Participant.

59. Assignment

59.1 If a Participant wishes to assign its rights and benefits under this Framework Agreement and/or under any Call-off Partnership

That Participant may only do so with the prior written consent of the other Participant, at discretion.

60. Entire agreement

60.1 In relation to this Framework Agreement

(a) Status of this Framework Agreement

Subject to this section 60, this Framework Agreement represents the entire agreement on its subject matter between the Participants on the subject matter of the Framework Agreement.

(b) Status of any previous agreements entered between the Participants on the subject matter of this Framework Agreement

They are fully extinguished immediately when this Framework Agreement is executed.

(c) Liability of a Participant in relation to any statement, warranty, representation, opinion or prediction of the future which that Participant may have made which is not described in this Framework Agreement and/or any document clearly cross-referenced in it

To the fullest extent permitted by Law:

- These are excluded from this Framework Agreement.
- That Participant's liability in relation to any of these is excluded.

This does not exclude any Participant's liability for fraudulent misrepresentation.

60.2 In relation to a particular Call-off Partnership

- (a) Status of the contractual terms of that Call-off Partnership
- (b) Status of any previous agreements entered between the Participants on the subject matter of a particular Call-off Partnership
- (c) Liability of a Participant in relation to any statement, warranty, representation, opinion or prediction of the future which that Participant may have made which is not described in the contractual terms of that Call-off Partnership and/or any document clearly cross-referenced in those terms

Subject to this section 60, the contractual terms of that Call-off Partnership represent the entire agreement on its subject matter between the Participants on the subject matter of the relevant Call-off Partnership.
They are fully extinguished immediately when that Call-off Partnership is executed.
To the fullest extent permitted by Law: <ul style="list-style-type: none"> • These are excluded from the contractual terms of that Call-off Partnership. • That Participant's liability in relation to any of these is excluded. This does not exclude any Participant's liability for fraudulent misrepresentation.

61. Third party rights

- 61.1 Rights of third parties with rights under this Framework Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999

These are excluded to the fullest extent permitted by Law. Exception: the rights under that Act of any Affiliate from time to time of a Participant to enforce its rights under this Framework Agreement are retained.
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62. Notices

- 62.1 Application of this section 62
- 62.2 To whose attention a communication described in item 62.1 is to be addressed if sent to a Participant
- 62.3 Methods by which notices must be given to be valid (in at least one of the following ways)

It applies to all of the following: <ul style="list-style-type: none"> • Communications between the Participants described as 'notices' in this this Framework Agreement and/or in the contractual terms of a particular Call-off Partnership. • Any other communications between the Participants which are expressed in this this Framework Agreement and/or in the contractual terms of a particular Call-off Partnership to be subject to this section 62. The formalities in this section 62 are not required in relation to other communications between the Participants.
To the Participant's Representative at the time.

Method	When notice is deemed to have been given
Hand delivery to the recipient's Representative	On the date it is given to him/her.
By registered mail or courier to the recipient's last known address (addressed to the recipient's Representative unless otherwise indicated)	2 Business Days after the day it was sent (as evidenced by the post mark, despatch notice or other relevant evidence), unless it is returned as undelivered.

62.4 Whether an exchange of e-mails is sufficient for the relevant notices or other communications described in item 62.1

- No.
- This does not prevent use of e-mail for less formal communications between the Participants.

63. Amendment

63.1 How this Framework Agreement and/or the contractual terms of a particular Call-off Partnership are to be validly amended

- By agreement in writing between the Participants.
- The relevant document must clearly indicate an intention to amend this Framework Agreement and/or the contractual terms of the relevant Call-off Partnership
- **If no consideration is indicated in the relevant document:** the Participants shall pay each other £1.00 as consideration (if demanded), which they consider to be reasonable consideration.

64. Remedies

64.1 Consequence of this Framework Agreement and/or the contractual terms of a particular Call-off Partnership referring to a particular remedy in a particular circumstance

It does not in itself exclude the availability of any other remedy in that circumstance (unless otherwise clearly indicated).

64.2 Whether available remedies are cumulative

Yes.

64.3 Consequence if a person with rights under this Framework Agreement and/or the contractual terms of a particular Call-off Partnership pursues a particular remedy in a particular circumstance

That shall not in itself constitute a waiver of that person's right to pursue other available remedies in those circumstances (whether under common law, equity, statute or otherwise).

64.4 Rights of a person with rights under this Framework Agreement to seek **remedies other than damages** against a Participant

- The Participants acknowledge that damages may not always be an adequate remedy of that person in particular circumstances.
- Accordingly, that person may (without being required to prove special damage) obtain other remedies available to that person (whether arising under common law, equity, statute or otherwise), including without limitation, injunctions and/or specific performance.

65. Severance

65.1 Application of this section 65

It applies where any section, item or other part of this Framework Agreement and/or the contractual terms of a particular Call-off Partnership is held by any court (or equivalent body) to be invalid or unenforceable for any reason.

65.2 First step

- If possible, the relevant provision shall be modified by removing or altering those parts of that provision that create the invalidity or unenforceability.
- Such removal or alteration shall be to the minimum extent necessary to allow the provision to be held to be valid and enforceable, having regard to the purpose of the relevant provision.

65.3	Second step (if the action required in item 0 is not reasonably possible)	The entire provision shall be severed from this Framework Agreement unless it alters the fundamental nature of this Framework Agreement and/or the contractual terms of a particular Call-off Partnership or is otherwise against public policy.
65.4	Remaining provisions	The remaining provisions shall remain in full force and effect.

66. Waivers

66.1	Strict requirements for a waiver of a Participant's rights or powers in connection with this Framework Agreement and/or a particular Call-off Partnership to be binding on that Participant	<p>Only if all of the following apply to the waiver (and not otherwise):</p> <ul style="list-style-type: none"> • It is clearly indicated to be a waiver of the relevant right or power. • It is in writing. • It is properly authorised by that Participant.
66.2	Other rules regarding waiver of any Participant's right or power in connection with this Framework Agreement and/or a particular Call-off Partnership	<ul style="list-style-type: none"> • Delay or failure to exercise that right or power shall not in itself be a valid waiver of it. • A waiver of that right or power on one occasion does not (except to the extent otherwise indicated in that waiver) in itself constitute a waiver of the same right or power on a later occasion and does not affect any other right or power.

67. Governing law and jurisdiction

67.1	Law under which this Framework Agreement is to be interpreted and generally governed	English law.
67.2	<p>Jurisdiction to exclusively apply to disputes arising in connection with this Framework Agreement.</p> <p>This is subject to the dispute resolution arrangements in section 56</p>	English courts.

68. Definitions

Except to the extent the context otherwise requires (and except to the extent otherwise indicated elsewhere in this Framework Agreement), the following words and expressions shall have the following meaning when used in this Framework Agreement

Defined term	Definition
2006 Act	National Health Service Act 2006.
Affiliate	<ul style="list-style-type: none"> • In relation to a person, any other entity which controls that person, is controlled by that person or is under the same common underlying control as of that person. • For this purpose, a person ('X') will be regarded as having control over another person ('Y') if X alone (and without being subject to the further direction of any other person) directly or indirectly possesses the power (whether by the direct or indirect holding of voting shares or otherwise) to direct the management and policies of Y on all matters.
Call-off Partnership	Each partnership which the Participants enter from time to time under (and according to) this Framework Agreement.

Defined term	Definition
SYICB (Rotherham Place) Function	Any function of the SYICB (Rotherham Place) which it delegates from time to time to the Council under a Call-Off Partnership, to the extent permitted by Law (particularly the Regulations) to do so.
Centre	The Centre for Effective Dispute Resolution or a successor body.
Claim	A claim, proceedings, action, prosecution (or the like of any of these) which a third party threatens or makes against a Participant in connection with the Partnership.
Commissioned Contract	Any contract <ul style="list-style-type: none"> • For the purchase of goods, services or works • To which at least one Participant is a party in its capacity as client, commissioner or equivalent. • Which is place for the purposes of a particular Call-off Partnership.
Confidential Information	In relation to a Discloser, as indicated in section 43.
Council Function	Any health related function of the Council which it delegates from time to time to the SYICB (Rotherham Place) under a Call-Off Partnership, to the extent permitted by Law (particularly the Regulations) to do so.
Data Protection Legislation	<ul style="list-style-type: none"> • The GDPR and the Law Enforcement Directive (Directive (EU) 2016/680). • The Data Protection Act 2018 • In any case, any additional or replacement Law from time to time relating to the processing and protection of personal data or the like of individuals and privacy.
Deadlock	As indicated in item 37.1.
Deliberate Default	<p>Any act of the following by a Participant</p> <ul style="list-style-type: none"> • A breach of the Law. • A breach of this Framework Agreement (including any act by the Host Participant in excess of its Individual Authority under section 35). • A breach of any duty it separately owes a third party (whether in tort, contract or otherwise) • Other misconduct <p>Where that act is done with the knowledge of any of the following</p> <ul style="list-style-type: none"> • Any elected member of that Participant. • Any officer of that Participant at the Assistant Director (or equivalent) level or higher.
Discloser	A Participant (and its relevant Affiliate where indicated) in relation to its respective Confidential Information.
Escalated Person	In relation to a Participant, its director responsible for the relevant service at the time, or his/her delegate.
FOI Act	See section 44.
Function	Either a Council Function or SYICB (Rotherham Place) Function, or both, as the context indicates.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Host Participant	In relation to a particular Call-off Partnership, as indicated in section Error! Reference source not found.
Host Participant Remuneration	The remuneration payable to the Host Participant by the other Participants according to item 28.2(b).
Individual Authority	See item 35.1.

Defined term	Definition
Intellectual Property	Copyright, trademarks (whether registered or otherwise), service marks (whether registered or otherwise), patents, design rights (whether capable of registration or otherwise), registered designs, domain names, know how rights, rights in relation to databases, trade secrets, rights to take action for passing off, and all other relevant intellectual property rights as ordinarily recognised as such throughout and in any parts of the world, and in relation to the questions so listed in this definition, all registrations, pending registrations, reversions, extensions and renewals of such rights.
Law	<p>Any of the following applicable to a Participant from time to time (to be read independently)</p> <ul style="list-style-type: none"> • Any statute, regulation or other subordinate legislation. • Any directive or other European instrument (to the extent it is binding on the Participant) • Any treaty • Any judgement, rule of common law or equity • Any order of a competent court, tribunal, arbitrator or the like of any of these • Any permit, permission (e.g. planning permission) consent, licence, statutory agreement and authorisation (or the like of any of these) required by Law and affecting the relevant person and its activities in connection with this Framework Agreement from time to time. • Any guidance or the like issued by authorised government bodies (whether legally binding or not) • Anything else imposed by any governmental body (in its capacity as such) having a legally binding effect on the respective activities of any Participant in connection with this Framework Agreement from time to time.
Losses	<ul style="list-style-type: none"> • All losses, damages, costs, charges and expenses incurred by the relevant Participant in the relevant circumstances to which the context refers, whether in tort, contract, by Law or otherwise including, where relevant, third party claims, liabilities, demands, proceedings, interest, penalties and fines, damage to property, death or personal injury, and full legal costs charged on a solicitor-client basis. • Exception: to the extent any of these are capped or excluded in this Framework Agreement.
Non-Pooled Fund	Any budget of a Call-Off Partnership indicating the financial contributions of the Participants to the Call-Off Partnership, but where that budget is separate from a Pooled Fund in relation to that Call-Off Partnership.
Overspend	See item 22.3(a).
Partnership	The collaboration which the Participants establish under this Framework Agreement.
Partnership Board	The board of the Partnership established and conducted according to this Framework Agreement.
Partnership Record	See item 39.1.
Personnel	In relation to a Participant or other organisation (as the context indicates), any individual who at the time is one of its genuinely appointed officers, employees, workers, consultants, trustees, elected members, agents, interns, seconded persons, volunteers, advisers or contractors.
Pool Manager	The relevant individual in that position from time to time according to item 18.2.
Pooled Fund	Any pooled fund maintained from time to time in connection with a particular Call-Off Partnership according to the Regulations.
Recipient	A Participant in relation to the Confidential Information of a relevant Discloser.
Regulations	The NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 No 617.

Defined term	Definition
Relevant Dispute	See item 56.1.
Relevant Provider	Any person firm or organisation supplying goods, services and/or works under a Commissioned Contract.
Representative	In relation to a Participant, the current person (and if more than one, each of them individually) who holds that role according to this Framework Agreement or his/her replacement from time to time including: <ul style="list-style-type: none"> • Where the relevant individual is absent from time to time: any other individual deputising for him/her, as decided by the relevant Participant. • Where the position is vacant from time to time: the Escalated Person of the relevant.
Reserved Matter	See section 36.
Services	The services in relation to which a Call-off Partnership relates according to item 10.1.
Uncontrollable Circumstances	See item 50.1.

69. Interpretation

Except to the extent the context otherwise requires (and except to the extent otherwise indicated elsewhere in this Framework Agreement), this Framework Agreement shall be interpreted as follows

69.1	Headings	Headings do not affect the interpretation of this Framework Agreement.
69.2	Reference to a Participant	Reference to any Participant includes reference to that Participants' successors in title and permitted assignees.
69.3	Consents, approvals	<ul style="list-style-type: none"> • Where consent, approval, permission or the like of a person is not to be unreasonably refused, also cannot be unreasonably delayed or subject to unreasonable conditions. • Where consent, approval, permission or the like of a person is to be at that person's discretion, that person <ul style="list-style-type: none"> - Shall not be obliged to respond to a request for it; and - Shall not be obliged to give reasons for its decision (including any decision not to respond); and - Excludes (to the fullest extent permitted by Law) that person's liability to any person for any reason given for that decision (including any decision not to respond).
69.4	Definitions	If a word or phrase is defined in this Framework Agreement, its other grammatical forms have a corresponding meaning.
69.5	Statutes, codes etc.	Reference in this Framework Agreement to any statute, code or the like includes reference to any amending, replacing, modifying or consolidating statute, code or the like on substantially similar subject matter.

69.6	'In writing'	<ul style="list-style-type: none"> • Use of the expression 'in writing' (or a similar word) includes (but is not limited to) an e-mail or facsimile message. • It does not include communication by telephone text messages or communication via a social media site (or the like of any of these).
69.7	'Including'	<ul style="list-style-type: none"> • Use of the word 'including', 'in particular', 'for example' (or a similar word) at the commencement of a list to illustrate a particular concept does not limit that concept in any way. • Use of the abbreviation 'etc.' at the end of a list to illustrate a particular concept does not limit that concept in any way.
69.8	Other references	<ul style="list-style-type: none"> • Reference to one gender refers to all genders • Reference to the singular includes the plural and vice versa • Reference to any particular type of body, firm or other entity includes reference to any other type of body, firm or other entity.