

THIS IT SERVICES FRAMEWORK

on the day of

BETWEEN:

- (1) <<Name of Supplier>> [a company registered in England under number <<Company Registration Number>> with its registered office at] **OR** [of] <<insert Address>> ("the Supplier")
- and
- (2) <<Name of Company>> [a company registered in England under number <<Company Registration Number>> with its registered office is at] **OR** [of] <<insert Address>> ("Company")

1. Definitions

1.1 In this Agreement, the following terms shall have the following meanings:

"Agreement"

the Framework Agreement including

"Call Off Contract"

a contract made pursuant to the Ordering provision of any IT Service by the Supplier and the purchase of the same

"Commencement Date"

the date of this Agreement;

"Force Majeure Cause"

an event that falls within Clause 8 of this Agreement;

"IT Service"

any one or more of the following

[Hardware and Licensing]

[Maintenance]

[Software]

[Managed Services]

and any other service(s) agreed in writing

"Order Form"

a document, being in substantially the form set out in Schedule 1 (Ordering Procedure);

"Ordering Procedure"

the procedure set out in Schedule 1

"Relevant Call Off Terms"

any set of supplementary terms and conditions (including those set out in a Schedule and are incorporated by this Agreement) to a Call Off Contract; and

"Term"

the period commencing on the Commencement Date and ending on the <<insert e.g. second, third, fourth>> anniversary of the Commencement Date or on the date of termination of this Agreement

1.2 Unless the context otherwise requires, the following shall have reference in this Agreement to:

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- 1.2.1 "writing", and any communication, includes a reference to any communication by electronic or similar means;
- 1.2.2 a statute or regulation is a reference to that statute or regulation in force at the relevant time;
- 1.2.3 "Agreement" means the IT Services Framework Agreement and each of its amendments, as amended or supplemented at the relevant time;
- 1.2.4 a Schedule means a Schedule to the Agreement;
- 1.2.5 an Annex is an annex attached to (and forming part of) the Agreement, an annex attached to (and forming part of) a Schedule or, in relation to a particular Call Off Contract, instead an annex attached to the Call Off Contract; and
- 1.2.6 a "party" or "parties" means the parties to this Agreement.
- 1.3 Reference in this Agreement to a Clause or paragraph is a reference to a Clause or paragraph of the Agreement (other than the Schedules)
- 1.4 Reference in a Call Off Contract to a Clause or paragraph is a reference to a Clause or paragraph of the Agreement;
- 1.5 Where any provision of a Call Off Contract refers to a Clause or paragraph of the Agreement, that reference shall in that Call Off Contract be deemed to refer to the Clause or paragraph of the Agreement as incorporated in a Call Off Contract as intended by this Agreement.
- 1.6 The headings used in a Call Off Contract are for convenience only and shall not be relied upon for the interpretation of it.
- 1.7 Words imparting the singular include the plural and vice versa.
- 1.8 References to any gender include the other gender.
- 1.9 References to persons include corporations.

2. Purpose of this Agreement

The purpose of this Agreement is to

- 2.1 provide a means whereby the parties may enter into one or more Call Off Contracts;
- 2.2 [provide the framework for the Call Off Contract]; and
- 2.3 set out the terms and conditions which shall apply to each Call Off Contract.

3. Term

This Agreement shall take effect from the Agreement Date and shall terminate at the end of the Term unless terminated in accordance with the provisions of this Agreement.

4. Scope of this Agreement

- 4.1 This Agreement governs the relationship between the parties in relation to the supply of any IT Services by the Company;
- 4.2 The Company may, from time to time, place an order with the Company, during the Term from time to time, in accordance with the Ordering Procedure to purchase any IT Service from the Company.

SAMPLE

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| | | S | | |
| 4.3 | The parties agree that: | A | | |
| 4.3.1 | The Company shall not purchase any particular IT Service or any minimum quantity of any type(s) of IT Service from the Supplier during the term of this Agreement; | M | | |
| 4.3.2 | No form of restriction shall prevent nothing in this Agreement preventing the Company obtaining from other suppliers as many services similar to or the same as any of those provided by the Supplier from providing to any third party/ies, whether or not to or the same as any of the IT Services; | P | | |
| 4.4 | The parties agree that each Order made for an IT Service shall be deemed to comprise one Order Form (as that term is defined in the Ordering Procedure). The Order Form shall be accepted by the Relevant Call Off Contract under this Agreement together with all its provisions shall apply to such Order in the proper purpose of the relevant IT Service; and | L | | |
| 4.5 | Except as may be set out in the Order Form which is accepted and signed by the Supplier, no additional conditions shall be incorporated in any Call Off Contract. | | | |
| 4.5.1 | no additional conditions shall be incorporated on behalf of the Supplier in any Call Off Contract unless they are approved in writing by both parties; | | | |
| 4.5.2 | in particular, no Relevant Call Off Contract for the supply of IT Service are only applicable if they comply with the terms of this Agreement; | | | |
| 4.6 | Each Call Off Contract shall constitute a legally binding agreement between the parties; | | | |
| 4.7 | Unless and until a Call Off Contract has been entered into by the parties, there shall be no agreement between them in relation to that IT Service; | | | |
| 4.8 | The term of each Call Off Contract, it shall extend beyond the expiry or termination of this Agreement shall not be affected by the termination of this Agreement shall not affect the validity of any Call Off Contract entered into before the termination of this Agreement; | | | |
| 4.9 | In the case of conflict between any provision contained in the body of this Agreement and any provision contained in any Schedule or Call Off Contract, the priority shall be given to [that Schedule or Call Off Contract] OR [this Agreement] | | | |

5. Relevant Call Off Terms

Where the Supplier is to provide the IT Service listed below under a Call Off Contract, the set of Relevant Call Off Terms (set out in a Schedule) shall apply to that IT Service below (and any subsequent Call Off Contract) but none of the other sets of Relevant Call Off Terms shall apply to that IT Service below (and any subsequent Call Off Contract):

	<u>Type of IT Service</u>	<u>Relevant Call Off Terms¹</u>
	[Software Development]	[Software Development and Licensing Terms]
	[Software Support and Services]	[Software Support and Maintenance Services Terms]
	[IT Support Services]	[IT Support Service Levels Terms]
	[Hardware and Software Services]	[Hardware and Software Services Terms]
	[<<insert description of service(s) required>>]	[Additional or alternative type of IT service]
Each of those sets of Relevant Terms shall be set out in Schedules 2 to [3][4][5] to this Agreement.		
6. [Data Protection]		
The Supplier will only use personal information as set out in the Supplier's <<insert document name>> available from <<insert location(s)>>.]		
7. [Data Processing]		
7.1 In this Clause 7 and for the purposes of this Agreement, "personal data", "data controller", "data processor", "data subject", "data breach" shall have the meaning defined in the applicable data protection law (the "Data Protection Legislation") of the law of England and Wales, Scotland and Northern Ireland by virtue of the Data Protection Act 2018.		
7.2 [All personal data to be processed by the Supplier on behalf of the Company, shall be processed in accordance with the terms of the Data Processing Addendum which the parties shall enter before any personal data is processed.]		
OR		
7.2 [Both parties shall comply with the data protection requirements set out in the Data Processing Addendum. Neither this Clause 7 nor this Agreement shall remove or replace any of those obligations.]		
7.3 For the purposes of this Agreement, the "Data Controller", "Data Processor" and the "Data Subject" shall have the meaning defined in the Data Protection Legislation. For the purposes of this Agreement, the "Data Protection Legislation" means all applicable legislation in force in the United Kingdom applicable to data protection and privacy, including the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 as amended.		
7.4 The type(s) of personal data to be processed, the nature and purpose of the processing, and the identity of the Data Controller and the Data Processor shall be set out in the Contract shall be set out in the Data Processing Addendum.		
7.5 The Data Controller shall obtain and place all necessary consents and notices required by the Data Protection Legislation for the transfer of personal data to the Data Processor for the purposes of this Agreement and any Call Off		

¹ Each of these sets of terms should, as required by the Data Protection Legislation, be made available to the Data Subject. Template sets of terms that you might wish to use for this purpose can be found in the subfolder.

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Contract.

- 7.6 The Data Processor shall process the personal data processed by it in accordance with the instructions under this Agreement and any Call Off Contract.

7.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless the Data Processor is otherwise required to process the personal data. The Data Processor shall promptly notify the Data Controller of any such instruction unless prohibited from doing so by law;

7.6.2 Ensure that appropriate technical and organisational measures (a) are implemented by the Data Processor (Controller) to protect the personal data from unlawful processing, accidental loss, damage or destruction; (b) are proportionate to the risk; (c) are reviewed regularly, taking into account the current state of the art, the cost of implementing those measures and the nature, scope, context and purposes of those measures; (d) shall be agreed between the Data Controller and the Data Processor and, for each Call Off Contract, shall be set out in an annex to the Call Off Contract;

7.6.3 Ensure that the Data Processor and its subcontractors (if any) are contractually obliged to keep the personal data confidential and to restrict access to the personal data (whether for processing or otherwise) to those persons who are contractually obliged to keep the personal data confidential;

7.6.4 Not transfer the personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

7.6.4.1 The Data Processor has/have provided evidence to the Data Controller for the transfer of personal data;

7.6.4.2 Affected Data Subjects have been informed of their enforceable rights and effective remedies;

7.6.4.3 The Data Processor has provided evidence that it complies with its obligations under the Data Protection Act 1998, providing an adequate level of protection for the personal data so transferred; and

7.6.4.4 The Data Processor has provided evidence that it complies with all reasonable instructions given by the Data Controller with respect to the processing of the personal data.

7.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to requests from Data Subjects and in ensuring its compliance with the Data Protection Legislation with respect to data security, breach notifications, impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

7.6.6 Notify the Data Controller of any breach of the personal data without undue delay of a personal data breach;

7.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to the Data Controller's satisfaction. The Data Processor shall not retain any of the personal data after the termination or expiry of this Agreement or the relevant Call Off Contract, except as required by law; and

7.6.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to

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	demonstrate and to allow the Data Controller to designate	Clause 7 and the Call Off Contracts and/or any party
7.7	[The Data Processor shall be bound to the processing obligations set out in this Clause 7 and the Call Off Contracts]	any of its obligations with respect to this Clause 7 and the Call Off Contracts]
OR		
7.7	[The Data Processor shall be bound to the processing obligations set out in this Clause 7 and the Call Off Contracts]	any of its obligations to a sub-processor with respect to personal data under this Clause 7 and the Call Off Contracts prior written consent of the Data Controller (such consent may be reasonably withheld). In the event that the Data Processor is required to engage a sub-processor, the Data Processor shall:
7.7.1	Enter into a sub-processing agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor under Clause 7 and the Call Off Contracts and which shall be subject to the approval of the Data Controller	with the sub-processor, which shall impose the same obligations as are imposed upon the Data Processor under Clause 7 and the Call Off Contracts and the Data Processor; and
7.7.2	Ensure that the sub-processor complies fully with its obligations under the Data Protection Legislation.]	complies fully with its obligations under the Data Protection Legislation.]
7.8	Either party may, at any time, by giving <<insert period, e.g. 30 calendar days'>> notice, amend or replace the provisions of this Agreement, including the processing clauses or similar terms, with any other provisions that form part of a standard data processing scheme. Such terms shall apply to all data processing activities when replaced by a new scheme.	at <<insert period, e.g. 30 calendar days'>> notice, amend or replace the provisions of this Agreement, including the processing clauses or similar terms, with any other provisions that form part of a standard data processing scheme. Such terms shall apply to all data processing activities when replaced by a new scheme.]
8.	Force Majeure	
8.1	Neither party to this Agreement shall be liable under, or be deemed to be in breach of, this Agreement for any delay in performing their obligations where such delay is caused by a Force Majeure Cause. For this purpose a Force Majeure Cause is any cause that is beyond the reasonable control of the party in question and includes, but is not limited to: natural disasters, power failure, internet failure, industrial action, civil unrest, terrorism, acts of war, governmental action or any other cause beyond the reasonable control of the party in question.	able under, or be deemed to be in breach of, this Agreement for any delay in performing their obligations where such delay is caused by a Force Majeure Cause. For this purpose a Force Majeure Cause is any cause that is beyond the reasonable control of the party in question and includes, but is not limited to: natural disasters, power failure, internet failure, industrial action, civil unrest, terrorism, acts of war, governmental action or any other cause beyond the reasonable control of the party in question.
8.2	In any Call Off Contract, the meaning of that term shall be the meaning of that term in this Agreement.	"Force Majeure Cause" means a cause falling within the definition in Clause 8.1 above.
9.	Termination	
9.1	The Company may terminate this Agreement with effect from either the date of that notice falling due or any subsequent date specified in that notice where:	may terminate this Agreement by serving notice on the Supplier of the date of that notice where:
9.1.1	the Supplier is in breach of any provision of this Agreement and fails to remedy that breach within the time specified in the notice; or	of any provision of this Agreement and fails to remedy that breach within the time specified in the notice; or
9.1.2	the Company is in breach of any provision of this Agreement and fails to remedy that breach within the time specified in the notice; or	of any provision of this Agreement and fails to remedy that breach within the time specified in the notice; or
9.2	The Company shall not be liable for termination of this Agreement as a consequence of the termination of any Call Off Contract.	of Contract as a consequence of the termination of any Call Off Contract.
9.2	The Company shall terminate this Agreement at any time upon giving to the Supplier 30 days prior notice.	terminate this Agreement at any time upon giving to the Supplier 30 days prior notice.
10.	Relationship of the parties	
10.1	Nothing in this Agreement shall be deemed to constitute a	shall not be deemed to constitute a

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partnership, joint venture or any other relationship between the parties other than that expressly provided for in this Agreement.

fiduciary relationship between the parties, and no relationship between the parties expressly provided for in this Agreement.

10.2 Neither party shall, in connection with the performance of this Agreement, enter into any contract, agreement, arrangement or other relationship with any third party, liability, assume any obligation or incur any expense on behalf of the other party.

party to do, and shall not do, any act, omission, give any warranty, incur any expense, express or implied, of any kind on behalf of the other party.

11. Assignment and Subcontracting

11.1 This Agreement is not assignable by either party without the written consent of the other party (such consent may be reasonably withheld). Neither party may assign, mortgage, sub-license to any third party or otherwise transfer its rights, obligations, licences or obligations under this Agreement or any part/s of an IT Service through any third party.

and, except with the written consent of the other party (such consent may be reasonably withheld) neither party may assign, mortgage, sub-license to any third party or otherwise transfer its rights, obligations, licences or obligations under this Agreement or any part/s of an IT Service through any third party.

11.2 The Supplier may not assign, mortgage, sub-license to any third party or otherwise transfer its rights, obligations, licences or obligations under this Agreement or any part/s of an IT Service through any third party, without the written consent of the Company (such consent may be reasonably withheld).

Supplier may not assign, mortgage, sub-license to any third party or otherwise delegate any of its obligations under this Agreement or any part/s of an IT Service through any third party, without the written consent of the Company (such consent may be reasonably withheld).

11.3 Where, pursuant to the performance of this Agreement, the Supplier performs all or any of its obligations under the Agreement through any part/s of an IT Service through any third party, it shall be deemed to have performed the obligations and shall indemnify the Company against any loss suffered by the Company arising from any act or omission of the third party.

Supplier performs all or any of its obligations under the Agreement through any part/s of an IT Service through any third party, it shall be deemed to have performed the obligations and shall indemnify the Company against any loss suffered by the Company arising from any act or omission of the third party.

12. Entire Agreement

12.1 Save as provided by this Clause 12, this Agreement shall constitute the entire agreement between the parties and it shall supersede all prior agreements, understandings, negotiations, discussions, representations and undertakings between the parties in connection with the subject matter of this Agreement.

of this Clause 12, this Agreement shall constitute the entire agreement between the parties and it shall supersede all prior agreements, understandings, negotiations, discussions, representations and undertakings between the parties in connection with the subject matter of this Agreement.

12.2 This Agreement may be amended or modified by the duly authorised representatives of the parties by an instrument in writing signed by the duly authorised representatives of the parties.

by an instrument in writing signed by the duly authorised representatives of the parties.

12.3 The obligations of the parties under this Agreement shall survive the termination or expiry of this Agreement and shall have no conflict between the obligations of the parties under this Agreement and the obligations of the parties under any other agreement.

any non-disclosure agreement pre-existing this Agreement shall survive the termination or expiry of this Agreement and shall have force and effect in so far as there is no conflict between the obligations of the parties under this Agreement and the obligations of the parties under any other agreement.

12.4 The parties confirm that this Agreement is entered into on a full and complete basis of any representation made by the parties under this Agreement but notwithstanding that neither party's liability shall be limited or excluded by any representation made by the other.

entered into this Agreement on the basis of any representation made by the parties expressly incorporated into this Agreement but notwithstanding that neither party's liability shall be limited or excluded by any representation made by the other.

13. Severance

The parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed to be severed from the remainder of this Agreement and the remainder of this Agreement shall remain enforceable.

or more of the provisions of this Agreement are found to be unenforceable, that / those provisions shall be deemed to be severed from the remainder of this Agreement. The remainder of this Agreement shall remain enforceable.

14. No Waiver

14.1 No failure or delay in exercising any of its rights under this Agreement shall be deemed to be a waiver of any such right, and no waiver by either party of a breach of this Agreement shall be deemed to be a waiver of any such breach or any other provision.

cising any of its rights under this Agreement shall be deemed to be a waiver of any such right, and no waiver by either party of a breach of this Agreement shall be deemed to be a waiver of any such breach or any other provision.

14.2 A waiver of any breach of this Agreement shall be deemed to be a waiver of any such breach or any other provision.

tion of this Agreement shall be deemed to be a waiver of any such breach or any other provision.

effective only if given in the instance and

by the waiving party and then only if any waiver is given.

15. Third Party Rights

15.1 Nothing in this Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

15.2 This Agreement shall not confer rights on the transferee, successors and assigns of either party.

16. Notices

16.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the designated officer of the Party giving the notice.

16.2 Notices shall be deemed to have been given:

16.2.1 when delivered to the recipient by recorded delivery or

16.2.2 when sent, by email and a successful transmission report or return receipt is received.

16.2.3 on the fifth business day following mailing, if mailed by national ordinary mail.

16.2.4 on the tenth business day following mailing, if mailed by airmail, in each case addressed to the address or e-mail address notified to the other Party.

16.3 Service of any document concerning or arising out of or in connection with causing such documents to be served on the principal office, or to the other party in writing.

16.3 Service of any document concerning or arising out of or in connection with causing such documents to be served on the principal office, or to the other party in writing.

17. Law and Jurisdiction

17.1 This Agreement, and any dispute, controversy or claim between the parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by and construed in accordance with, the laws of England and Wales.

17.2 Any dispute, controversy or claim between the parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by and construed in accordance with, the laws of England and Wales.

1.1 At any time during the duration of the supply of an IT Service by the Company, the Company may request the submission of that Order Form.

1.2 Submission of that Order Form shall constitute an offer by the Company to enter into a Call Off Contract for that IT Service.

- 1.3 Each Order Form must be completed in accordance with the Appendix to this Schedule and that Order Form must have all necessary Annexes (i.e. Relevant Call Off Terms attached to the Order Form) fully completed and signed by the Supplier.
- 1.4 The Order Form must be completed as to make clear the type and quantity and all other necessary details of the services requested, including the [price][rates][fees] in accordance with the Supplier's [current listed [price][rate][fees]] [valid current [price][rate]] and any applicable exclusive fixed price agreed], and in particular for each distinct service or services of services are requested, it must state the type of IT services requested, and be clear as to which one of Schedules 2, [3], [4] or [5][etc] will apply to each of services.
- 1.5 No document in any form shall constitute a valid offer for the Order Form as prescribed above shall constitute an offer for the Order Form.
- 1.6 Following receipt of a valid offer, the Supplier shall promptly and in any event within a reasonable period of time, which shall not exceed a time limit of [seven (7)] days) acknowledge the offer and either:-
- 1.6.1 notify the Company of its acceptance of the offer constituted by the Order Form; or
 - 1.6.2 notify the Company of its rejection of the offer by signing and returning the Order Form.
- 1.7 If the Supplier:
- 1.7.1 notifies the Company of its acceptance of the offer constituted by the Order Form; or
 - 1.7.2 the time-limit referred to in Clause 1.6.2 has expired;
- then the offer from the Company shall lapse.
- 1.8 The Supplier by accepting the offer constituted by an Order Form pursuant to Clause 1.6.2 above shall be deemed to have accepted that offer and to enter into a Call-Off Contract with the Company for the IT Service referred to in that Order. The Call Off Contract shall come into existence on the date the Supplier returns to the Company that acceptance.
- 1.9 The Supplier must not constitute a valid Call Off Contract for that IT Service without having entered into a Call Off Contract with the Company.

APPENDIX 1 - ORDER FORM PROCEDURE

[insert here the required pro forma Order Form, which must comply with the requirements set out in the Appendix to the Order Form must comply with the requirements of Schedule 1 above]

[If and as applicable, insert the relevant Call Off Contract for Software Development and Licensing]

Software Support & Maintenance Terms,
IT Support Service Levels Terms, or
Hardware and Software Services Terms
or any other set of terms which are applicable to the type of services to be provided]

[If applicable, insert any further set of terms, or
either one of the sets listed in the notes above, or
for the type of service to be provided]

[THREE]

other type of service to be provided,
above or a set of other terms suitable

[FOUR]

[FIVE]

SIGNED on the above date:

By <<Name and Title of person signing>>
for and on behalf of <<Insert name of person signing>>

Authorised Signature

AND

SIGNED on the above date

By <<Name and Title of person signing>>
for and on behalf of <<Insert name of person signing>>

Authorised Signature