**Liverpool City Council**

**Framework Access Agreement (Cover Sheet)**

|  |
| --- |
| **Framework Administration** *(to be completed by LCC)* |
| **Date of Agreement:** |  |
| **FAA Reference:** |  |
| **FAA Processed by:** |  |
|  |
| **Details of Framework Agreement** |
| Framework Name: | **Underground Refuse Solutions Framework** |
| LCC contract ref: | **DN467196** |
| Date of framework: | **22nd February 2021** |
| Framework term: | **4 Years** |
|  |  |
| **Framework Customer** *(to be completed by the Framework Customer)* |
| Name of Framework Customer: |  |
| Principal Address: |  |
| Type of contracting authority: |  |
|  |  |
| **Principal Contact within Framework Customer’s organisation** *(to be completed by the Framework Customer)* |
| Name: |  |
| Position: |  |
| Telephone number: |  |
| E-mail address: |  |
|  |  |
| Lots to be used (If known): |  |
| Indicative Budget: |  |

*By signing and returning this Cover Sheet, the Framework Customer hereby agrees to be bound by the terms and conditions attached from the date stated at the top of this Cover Sheet.*

**Signed for and on behalf of the Framework Customer by a duly authorised signatory:-**

Signed:………………………….. Date:….....................................

Name:…………………………… Position:…………………………

**ONCE COMPLETED, THIS FORM SHOULD BE SENT TO:**

**CommercialProcurement@liverpool.gov.uk**

**Framework Access Terms and Conditions**

# Definitions and interpretation

## The definitions and rules of interpretation in this clause apply in this Agreement.

Authority: Liverpool City Council whose principal place of business is at Cunard Building, Water Street, Liverpool, L3 1DS.

Call-off Contract**:** refers to a contract for goods/services/works entered into pursuant to the Framework Agreement with a Framework Supplier.

Confidential Information**:** means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Framework Suppliers, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Cover Sheet: shall refer to the access agreement pro-forma signed by the Framework Customer seeking access to the Framework Agreement and incorporating these terms and conditions.

Framework Agreement: the framework agreement concluded by the Authority and referred to in the Cover Sheet.

Framework Customer: the contracting authority referred to in the Cover Sheet.

Framework Supplier: shall refer to suppliers/contractors appointed under the Framework Agreement for provision of services to contracting authorities pursuant to that Framework Agreement.

Prohibited Act**:** the following constitute Prohibited Acts:

### to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:

#### induce that person to perform improperly a relevant function or activity; or

#### reward that person for improper performance of a relevant function or activity;

### to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;

### committing any offence:

#### under the Bribery Act 2010;

#### under legislation creating offences concerning fraudulent acts;

#### at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority; or

### defrauding, attempting to defraud or conspiring to defraud any public authority.

## The interpretation and construction of this Agreement shall all be subject to the following provisions:

### words importing the singular meaning include where the context so admits the plural meaning and vice versa;

### words importing the masculine include the feminine and the neuter;

### the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";

### references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

### reference to a clause is a reference to the whole of that clause unless stated otherwise;

### any reference to a “working day” shall be taken as a reference to any day except a Saturday, a Sunday and any day on which is not a public holiday in England.

# Use of the Framework Agreement

## The Authority grants to the Framework Customer, as from the date of this Agreement, access to use the Framework Agreement and the Framework Customer may enter into Call-Off Contracts provided they do so in accordance with the provisions of both this Agreement and the Framework Agreement.

## Subject to clause 4, the Authority shall disclose to the Framework Customer such of the Framework Suppliers’ tender documentation (received for the Framework Agreement) as the Authority determines appropriate to allow the Framework Customer to use the Framework Agreement.

## The Framework Customer acknowledges and accepts that it shall be solely responsible for any Call-off Contracts which it enters into pursuant to the Framework Agreement and that the Authority shall have no responsibility in relation to any such Call-off Contract.

## Within 14 working days of having awarded a Call-off Contract, the Framework Customer must inform the Authority in writing of the following details pertaining to that Call-off Contract:-

### The type or nature of the services, works or goods being supplied pursuant to the Call-off Contract;

### The name of the Framework Supplier to whom the Call-off Contract has been awarded and, where applicable, the lot under which the Call-off Contract has been awarded;

### The award method used (i.e. direct award or mini-competition); and

### The total value (exclusive of value added tax) of the Call-off Contract.

## The Framework Customer must ensure that it pays all undisputed and valid invoices issued by a Framework Supplier within 30 days.

## The Framework Customer must ensure that it does not use the Framework Agreement in a manner which would cause harm to the reputation of the Authority.

# Role of the Authority

## The Authority shall monitor and supervise the operation of the Framework Agreement but this responsibility shall not, subject to the provisions set out in the remainder of this clause 3, extend to involvement in individual Call-off Contracts.

## Where a Framework Customer encounters any of the following difficulties with a Framework Supplier under a Call-off Contract, it shall report these to the Authority who may, if permitted under the Framework Agreement, take further action, including termination of that Framework Supplier’s Framework Agreement:-

### A failure to deliver services/goods/works in accordance with the performance regime set out in a Call-off Contract (whether that be by key performance indicators, milestones, outcomes or any other regime forming part of that contract);

### A failure to complete the delivery of the services/goods/works under a Call-off Contract for a reason not caused directly by the actions of the Framework Customer;

### A breach by the Framework Supplier of the terms of the Framework Agreement;

### The Framework Customer having to terminate the Call-off Contract early (i.e. prior to expiry of its contractual term) due to reasons relating solely to Framework Supplier (such as insolvency, breach of contract, etc);

### The Framework Customer having to initiate litigation against the Framework Supplier due to it having committed a default under the Call-off Contract;

### Any instances of the Framework Customer having to rely on a bond or guarantee provided by a Framework Supplier due to a default committed by that Framework Supplier;

### The commission by the Framework Supplier or the Framework Customer of a Prohibited Act in relation to the Framework Agreement or a Call-off Contract.

### Any actions by the Framework Supplier (or its personnel) which constituted a risk to users of the services/goods/works (including any vulnerable adults or children) regardless of whether the Framework Customer has categorised this as a safeguarding risk or otherwise.

## The Authority will not act as adjudicator of disputes between Framework Customers and Framework Suppliers. Any disputes of this nature shall be dealt with in accordance with the dispute resolution procedure(s) set out in the appropriate Call-off Contract and without involvement of the Authority. The Authority shall however be informed of any such disputes and may monitor these where the Authority deems this necessary for the proper operation and supervision of the Framework Agreement.

## The Authority shall notify the Framework Customer within 28 working days of any decision to suspend a Framework Supplier from the Framework Agreement and of the termination of a Framework Agreement.

# Confidentiality

## The Framework Customer acknowledges and agrees that it shall keep confidential all Confidential Information contained within the Framework Suppliers’ tender documentation (to the extent this has been disclosed to the Framework Customer by the Authority under clause 2.2). This obligation shall not apply to any disclosure of such Confidential Information required by law, a decision of a court of competent jurisdiction or a decision of a regulatory or law enforcement body.

# Termination

## The Authority may terminate this Agreement with immediate effect where:

### The Framework Agreement is terminated early, prior to the expiry of its contractual term;

### The Framework Agreement or this Agreement is found to be in breach of the Public Contracts Regulations 2015; or

### The Framework Customer commits a Prohibited Act in relation to the Framework Agreement or a Call-off Contract.

## Termination of this Agreement shall only serve to cease the Framework Customer’s ability to use the Framework Agreement with effect from the date of termination and shall not affect any Call-off Contracts entered into by the Framework Customer prior to the date of termination.

# Freedom of Information

## The parties acknowledge that they are both subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. The parties shall co-operate in relation to any requests for information received under the aforementioned legislation, which may relate to this Agreement, the Framework Agreement and any Call-off Contract.

# No partnership or agency

## Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

# Severance

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

# Governing law and jurisdiction

## This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with it.