

Dated	d
(1)	THE UNIVERSITY OF MANCHESTER
(2)	[NAME OF SUPPLIER]

FRAMEWORK AGREEMENT

FOR THE PROVISION OF [SERVICES]

PARTIFS

- (1) **THE UNIVERSITY OF MANCHESTER** (a Royal Charter corporation registered under number RC000797, an exempt charity) whose registered office is at Oxford Road, Manchester, M13 9PL ("the University") (which includes any successors)
- (2) **[NAME]** (a company registered in England and Wales under Company Number [x]) whose registered office is at [ADDRESS] ("the Supplier")

BACKGROUND:

- (A) The University placed a contract notice [REFERENCE] on [DATE] in the Official Journal of the European Union seeking expressions of interest from potential Suppliers for the provision of services (divided into lots) to the University under a framework agreement.
- (B) The Supplier submitted its expression of interest on [DATE] in response to the contract notice.
- (C) The University invited potential Suppliers (including the Supplier) on [**DATE**] to tender for the provision of printing and design services.
- (D) The Supplier submitted a tender on [DATE].
- (E) On the basis of the Supplier's tender, the University selected the Supplier to enter a framework agreement to provide services to the University on a call-off basis in respect of the Supplier's Lots in accordance with this Framework Agreement.
- (F) This Framework Agreement sets out the award and ordering procedure for services which may be required by the University, the main terms and conditions for any Call-Off Contract which the University may conclude, and the obligations of the Supplier during and after the term of this Framework Agreement.
- (G) It is the Parties' intention that there will be no obligation for the University to award any orders under this Framework Agreement during its Term.

AGREED TERMS

1. INTERPRETATION

1.1 Throughout this agreement the following words and phrases have the following meanings unless inconsistent with the context, as expressly indicated to the contrary or as agreed otherwise by the parties in writing.

"Auditor"

means the National Audit Office or an auditor appointed by the Audit Commission as the context requires

"Call-Off Contract"

means the legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between the University and the Supplier comprising an Order Form and the Call-Off Terms and Conditions (as may be amended pursuant to clause 4.1.4.4)

"Call-Off Services"

means the services set out in Part A of Schedule 1 subject to a Mini-Competition

"Call-Off Terms and Conditions"

means the terms and conditions in Schedule 5

"Confidential Information"

in relation to each party, means all information in respect of the business and financing of that party including any ideas, business methods, finances, prices. businesses. financial. marketing, development or manpower plans, customer lists or details, computer systems and software, know-how or other matters connected with the services marketed. provided or obtained by that party and information concerning either party's relationship with actual or potential customers or any other third party and the needs and requirements of such persons

"Commencement Date"

means [insert date]

"Fraud"

means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the University

"Framework"

means the panel of preferred Suppliers for the provision of the Services

"ITT"

means the invitation to tender issued by the University on [DATE]

"Invitation to Quote"

means a document asking the Supplier to participate in a Mini Competition, setting out the rules for that process "Intellectual Property Rights"

means all intellectual and industrial property rights including patents, knowhow, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights, domain names and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions

"Law"

means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body

"Material Default"

means any breach of clause 4 (Award Procedures), clause 5 (Warranties and Representations), clause 6 (Corrupt Gifts and Payment of Commission), clause 8 (Call-Off Contract Performance), clause 9 (Statutory Requirements), clause 11 (Records and Audit Access), clause 12 (Freedom of Information), clause 18 (Insurance) and clause 19 (Transfer and Sub-contracting)]

"Mini-Competition"

means the process undertaken by the University between members of the Framework held for the award of Call-Off Contracts for Call-Off Services as set out in Schedule 2

"Mini-Competition Award Criteria"

means the award criteria to be applied to tenders received through Mini-Competition

"Mini-Tender"

means the Supplier's response to an Invitation to Quote sent out by the University

"Parent Company"

means any company which is the ultimate Holding Company of the Provider and which is either responsible directly or indirectly for the business activities of the Provider or which is engaged in the same

or similar business to the Provider. The term "Holding Company" shall have the meaning ascribed by Section 736 of the Companies Act 1985 or any statutory reenactment or amendment thereto

means the response submitted by the Supplier to the pre-qualification questionnaire issued by the University on [DATE]

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

- (a) induce that person to perform improperly a relevant function or activity;
- (b) reward that person for improper performance of a relevant function or activity;
- (c) 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;
- (d) an offence:
- (e) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
- (f) under legislation or common law concerning fraudulent acts; or
- (g) defrauding, attempting to defraud or conspiring to defraud the University; or
- (h) any activity, practice or conduct which would constitute one of the offences

"PQQ Response"

"Prohibited Act"

listed under (c) above if such activity, practice or conduct had been carried out in

the UK

"Order Form" means the University's purchase order

raised in response to a Mini-Competition in which the Supplier has been successful in the award of Call-Off Contract Services incorporating the requirements contained

in Schedule 4

"Relevant Requirements"

all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to

section 9 of the Bribery Act 2010

"Requests for Information" means a request for information or an

apparent request under the FOIA

"Services" means the provision of printing and design

services as detailed in the Schedule 1

"Staff" means all persons employed by the

Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Framework

Agreement or Call-Off Contracts

"Tender" means the tender submitted by the

Supplier to the University on [DATE]

"Term" means the period commencing on the

Commencement Date and ending on [insert date] or on earlier termination of

this Framework Agreement

"Working Days" means any day other than a Saturday,

Sunday or public holiday in England and

Wales

1.2 Throughout this agreement:

- 1.2.1 the masculine gender includes the feminine and neuter and vice versa;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to persons include bodies corporate, unincorporated associations and partnerships;

- 1.2.4 the schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules;
- 1.2.5 references to clauses, paragraphs and schedules are to clauses and paragraphs of and schedules to this agreement;
- 1.2.6 the headings of clauses and paragraphs are for convenience only and shall be disregarded in construing this agreement;
- 1.2.7 any reference to a statute or statutory provision includes a reference to any modification, consolidation or re-enactment of the provision for the time being in force and all and any subordinate legislation for the time being in force made under it;
- 1.2.8 any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done;
- 1.2.9 general words shall not be given a restrictive interpretation by reasons of their being preceded or followed by words indicating a particular class of acts, matters or thing.

2. COMMENCEMENT AND DURATION

The Framework Agreement shall take effect on the Commencement Date and (unless it is otherwise terminated in accordance with the terms of this Framework Agreement or it is otherwise lawfully terminated) shall terminate at the end of the Term.

3. SUPPLIER'S APPOINTMENT

- 3.1 The University appoints the Supplier as a potential Supplier of the Services referred to in the Supplier's Lots and the Supplier shall be eligible to be considered for the provision of Call-Off Services by the University during the Term.
- 3.2 This Framework Agreement governs the relationship between the University and the Supplier in respect of the provision of the Services by the Supplier to the University.
- 3.3 The Supplier acknowledges that there is no obligation for the University to purchase any Services from the Supplier during the Term.
- 3.4 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the University in respect of the total quantities or values of the Services to be ordered pursuant to this Framework Agreement and the Supplier acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation.
- 3.5 The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the University for Services from the Supplier and that the University is at all times entitled to enter into other

contracts and arrangements with other Suppliers for the provision of any or all services which are the same as or similar to the Services.

4. CALL-OFF CONTRACTS – AWARDS PROCEDURE

- 4.1 If the University decides to source Services through the Framework Agreement then it shall:
 - 4.1.1 send an Invitation to Quote to every supplier on the Framework inviting all the Framework suppliers to participate in a Mini Competition for the provision of the Call-Off Services;
 - 4.1.2 set a time limit for the receipt by it of the Mini-Tenders which takes into account factors such as the complexity of the subject matter of the contract and the time needed to submit Mini-Tenders;
 - 4.1.3 apply the Mini-Competition Award Criteria to the Mini-Tenders submitted in response to the Invitation to Quote as the basis of its decision to award a Call-Off Contract for Call-Off Services;
 - 4.1.4 award the Call-Off Contract by placing an Order with the successful supplier under the Framework which:-
 - 4.1.4.1 states the requirements of the Call-Off Services as contained in the Invitation to Quote and the Mini-Tender;
 - 4.1.4.2 states the price payable for the Call-Off Services in accordance with the Mini-Tender submitted by the successful supplier under the Framework; and
 - 4.1.4.3 incorporates the Call-Off Terms and Conditions;
 - 4.1.4.4 supplements and refines the Call-Off Terms and Conditions only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance.
- 4.2 If the Supplier wishes to submit a Mini-Tender in response to the Invitation to Quote it shall submit the Mini-Tender to the University within the timescales set out in the Invitation to Quote. The Mini-Tender shall contain information including, but not limited to, the Supplier's proposed price for the provision of the Call-Off Services which shall be calculated in accordance with the methodology stated in the Tender.
- 4.3 Following receipt of the Supplier's Mini-Tender the University may submit clarification questions to the Supplier requesting further information and/or clarifications in respect of the Mini Tender submitted. The Supplier shall respond to such requests within the stipulated timescale.
- 4.4 The submission by the Supplier of a Mini-Tender pursuant to this clause 4 shall be entirely at the Supplier's own cost.

- 4.5 Each Call-Off Contract let to the Supplier shall be read and construed as a separate and independent contract between the University and the Supplier.
- 4.6 The Supplier agrees that all Mini-Tenders submitted by the Supplier in relation to a Mini-Competition held pursuant to this clause 4 shall remain open for acceptance for thirty (30) days (or such other period specified in the Invitation to Quote issued by the University).
- 4.7 Notwithstanding the fact that the University has followed the procedure set out above in this clause 4, the University shall be entitled at all times to decline to make an award for its Call-Off Services requirements. Nothing in this Framework Agreement shall oblige the University to place any Order for Services.

5. WARRANTIES AND REPRESENTATIONS

- 5.1 The Supplier warrants and represents to the University that:-
 - 5.1.1 it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;
 - 5.1.2 this Framework Agreement is executed by a duly authorised representative of the Supplier;
 - 5.1.3 in entering into this Framework Agreement or any Call-Off Contract it has not committed and will not commit any Fraud nor will it be in breach of any legal duty (including a contractual obligation to any third party) in any jurisdiction;
 - as at the Commencement Date, all information, statements and representations contained in the Tender and the PQQ Response (including statements made in relation to the categories referred to in Regulations 23, 24 and 25 of the Regulations) for the Services are true, accurate and not misleading save as may have been specifically disclosed in writing to the University prior to the execution of this Framework Agreement and it will promptly advise the University of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
 - 5.1.5 it has not entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made in respect of the Framework Agreement;
 - 5.1.6 if required by the University in accordance with and pursuant to clause 4 it will enter into a contract with the University on the terms and conditions of the Call-Off Terms and Conditions without seeking any amendment to them save for the necessary information to complete the Call-Off Terms and Conditions as specified in the Order Form;

- 5.1.7 it has not caused or induced any person to enter such agreement referred to in clause 5.1.5 above;
- 5.1.8 it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other tender or proposed tender for Services under the Framework Agreement;
- 5.1.9 it has not committed any offence under the Bribery Act 2010 ("the Bribery Act");
- 5.1.10 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might affect its ability to perform its obligations under this Framework Agreement and any Call-Off Contract which may be entered into with the University;
- 5.1.11 it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Call-Off Contract which may be entered into with the University;
- 5.1.12 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and
- 5.1.13 in the three (3) years prior to the date of this Framework Agreement:-
 - 5.1.13.1 it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - 5.1.13.2 it has been in full compliance with all applicable securities laws and regulations in the jurisdiction in which it is established; and
 - 5.1.13.3 it has not performed any act or omission with respect to its financial accounting or reporting which could have an adverse effect on the Supplier's position as an ongoing business concern or its ability to fulfil its obligations under this Framework Agreement.

6. PREVENTION OF BRIBERY

6.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff have at any time prior to the Commencement Date:

- 6.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- 6.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 6.2 The Supplier, and using best endeavours procure that the Staff, shall not during the term of this Framework Agreement:
 - 6.2.1 commit a Prohibited Act; and/or
 - do or suffer anything to be done which would cause the University or any of the University's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 6.3 The Supplier shall during the term of this Framework Agreement:
 - 6.3.1 establish, maintain and enforce, and require that its sub-contractors establish, maintain and enforce, policies and procedures to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - 6.3.2 keep appropriate records of its compliance with its obligations under clause 6.3.1 and make such records available to the University on request;
 - 6.3.3 keep appropriate records of any gifts or hospitality, whether directly or indirectly given or received in connection with this Framework Agreement, and make such records available to the University on request. The Supplier shall be responsible for notifying the University of any gift or hospitality, whether directly or indirectly given or received in connection with this Framework Agreement, which has a value of more than £25;
 - 6.3.4 conduct reasonable and proportionate due diligence on any person or Sub-contractor who is to perform services or provide goods in connection with this Framework Agreement, before engaging with such person, to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
 - ensure that any person or sub-contractor associated with the Supplier who is performing services or providing goods in connection with this Framework Agreement does so only on the basis of a written contract which imposes on and secures from such persons terms at least equivalent to those imposed on the Supplier in this clause 6. The Supplier shall be responsible for the observance and performance, by such persons or sub-contractors, of this clause 6, and shall be directly liable to the University for any breach by such persons of this clause 6.

- 6.4 The Supplier shall immediately notify the University in writing if it becomes aware of any breach of clause 6.1 and/or 6.2, or has reason to believe that it has or any of the Staff have:
 - 6.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 6.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 6.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Framework Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Framework Agreement has committed or attempted to commit a Prohibited Act.
- 6.5 If the Supplier makes a notification to the University pursuant to clause 6.4, the Supplier, and using best endeavours procure that the Staff, shall respond promptly to the University's enquiries, co-operate with any investigation, and allow the University to audit any books, records and/or any other relevant documentation in accordance with clause 11 (Records and Audits Access) and Clause 12 (Records, Reports, Audits and Open Book Data) of the Call-Off Terms.
- 6.6 If the Supplier, or the Staff (whether acting in the Supplier's knowledge or otherwise), is in default under clauses 6.1 and/or 6.2, and/or 6.3 the University may, by notice, require the Supplier to remove from performance of this Framework Agreement any Staff whose acts or omissions have caused the default.
- Any notice served by the University under clause 6.6 shall specify the nature of the Prohibited Act, the identity of the party who the University believes has committed the Prohibited Act and the action that the University has elected to take (including, where relevant, the date on which this Framework Agreement shall terminate).
- 6.8 Any breach of this clause 6 shall be a Material Default.

7. CONFLICTS OF INTEREST

- 7.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where (in the reasonable opinion of the University) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or Staff and the duties owed to the University under the provisions of this Framework Agreement or any Call-Off Contract.
- 7.2 The Supplier shall promptly notify and provide full particulars to the University if such conflict referred to in clause 7.1 above arises or is reasonably foreseeable to arise.

- 7.3 The University reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the University, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the University under the provisions of this Framework Agreement or any Call-Off Contract. The action of the University pursuant to this clause 7 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the University.
- 7.4 This clause shall apply during the Term and for a period of [two (2) years] after its termination or expiry.

8. CALL-OFF CONTRACT PERFORMANCE

- 8.1 The Supplier shall perform all Call-Off Contracts entered into with the University in accordance with:-
 - 8.1.1 the requirements of this Framework Agreement; and
 - 8.1.2 the terms and conditions of the respective Call-Off Contracts.
- 8.2 In the event of, and only to the extent of, any conflict between the terms and conditions of this Framework Agreement and the terms and conditions of a Call-Off Contract, the terms and conditions of this Framework Agreement shall prevail.

9. STATUTORY REQUIREMENTS

The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Call-Off Contract.

10. CORPORATE AND SOCIAL RESPONSIBILITY, EQUALITY AND IMMIGRATION

10.1 Corporate and Social Responsibility

During the Term the Supplier shall use (and shall ensure any third party supplier to the Supplier uses) its reasonable endeavours to conserve energy, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases (including carbon dioxide emissions), volatile organic compounds and other substances damaging to health and the environment.

10.2 Equal Opportunities

The Supplier acknowledges that the University is subject to equal opportunities legislation and undertakes that it shall not (and shall ensure any third party supplier to the Supplier shall not) unlawfully discriminate for any reason and shall take all reasonable steps to secure the Supplier's personnel (or that of any third party supplier) likewise do not unlawfully discriminate.

10.3 **Immigration**

The University requires the Provider to:

- 10.3.1 comply with UK immigration legislation and to ensure full compliance with the UK Border Agency's guidance for employers on the prevention of illegal working in accordance with the Immigration, Asylum and Nationality Act 2006 in respect of all staff engaged by the Provider and working at the University (the UK Border Agency's guidance is available at http://www.ukba.homeoffice.gov.uk/sitecontent/documents/employersand-sponsors/preventingillegalworking/currentguidanceandcodes/comprehensiveguidancefeb08.pdf?view=Binary);
- 10.3.2 carry out proper 'right to work checks', including repeat checks for individuals with limited right to work in the UK, will have been carried out for staff engaged by the Provider and working at the University, and the Provider complies fully with its record-keeping and reporting responsibilities for any migrant workers sponsored by the Provider under Tier 2 or Tier 5 of the UK Border Agency's points-based immigration system;
- 10.3.3 provide the University, on request, with such documentation as it may be require to verify that the Provider has complied with the requirements set out in this clause 10.3.

11. RECORDS AND AUDIT ACCESS

- 11.1 The Supplier shall keep and maintain until six (6) years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Services provided under it and any Call-Off Contracts.
- 11.2 The Supplier shall keep the records and accounts referred to in clause 11.1 above in accordance with good accountancy practice.
- 11.3 The Supplier shall afford the University and/or the Auditor such access to such records and accounts as may be required from time to time.
- 11.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of four (4) years after expiry of the Term to the University and the Auditor.
- 11.5 The University shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Call-Off Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the University.
- 11.6 Subject to the University's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:-
 - 11.6.1 all information requested by the Auditor within the scope of the Audit;

- 11.6.2 reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Services; and
- 11.6.3 access to the Staff.
- 11.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 11, unless the Audit reveals a Material Default by the Supplier in which case the Supplier shall reimburse the University for the University's reasonable costs incurred in relation to the Audit.

12. FREEDOM OF INFORMATION

- 12.1 The Supplier acknowledges that the University is subject to the requirements of the FOIA and shall assist and cooperate with the University to enable the University to comply with its Information disclosure obligations.
- 12.2 The Supplier shall and shall procure that its sub-contractors shall:
 - (a) transfer to the University all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - (b) provide the University with a copy of all Information in its possession, or power in the form that the University requires within five Working Days (or such other period as the University may specify) of the University's request; and
 - (c) provide all necessary assistance as reasonably requested by the University to enable the University to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA.
- 12.3 The University shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA.
- 12.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the University.
- 12.5 The Supplier acknowledges that (notwithstanding the provisions of clause 12.2) the University may be obliged under the FOIA to disclose information concerning the Supplier or the Services:
 - (a) in certain circumstances without consulting the Supplier; or
 - (b) following consultation with the Supplier and having taken their views into account;
 - (c) provided always that where 12.2 applies the University shall take reasonable steps, where appropriate, to give the Supplier advanced

notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

13. PUBLICITY

- 13.1 The Supplier shall not without the prior written consent of the University advertise or publicly announce that it is undertaking work for the University or make any reference to the existence of the Framework, nor shall it divulge any information pertaining to the Tender or Mini Competitions.
- All media and external communications (such as press releases), relating to the Services under this Framework Agreement or any Call-Off Contract must be approved by the University in writing prior to release, and the University reserves the right in its absolute discretion to provide material for inclusion in such communications.

14. CONFIDENTIAL INFORMATION

- 14.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Framework Agreement, each Party shall:
 - (a) treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - (b) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 14.2 Clause 14.1 shall not apply to the extent that:
 - (a) such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA pursuant to clause 12 (Freedom of Information);
 - (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - (c) such information was obtained from a third party without obligation of confidentiality;
 - (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Framework Agreement; or
 - (e) it is independently developed without access to the other party's Confidential Information.
- 14.3 The Supplier may only disclose the University's Confidential Information to its Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

- 14.4 The Supplier shall not, and shall procure that its Staff do not, use any of the University's Confidential Information received otherwise than for the purposes of this Framework Agreement.
- 14.8 Nothing in this clause 14 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

15. **DATA PROTECTION**

- 15.1 The Supplier acknowledges that the University is the Data Controller and places great emphasis on confidentiality, integrity and availability of information and Personal Data. The University alone shall determine the purposes for which and the manner in which Personal Data are or are to be Processed.
- 15.2 Neither party shall do any act that puts the other party in breach of its obligations set out in this clause 15 and nothing in this agreement shall be deemed to prevent any party from taking the steps it deems necessary to comply with the DPA or other relevant Data Protection Legislation or regulatory provisions.

15.3 The Supplier shall:

- (a) Process the Personal Data only in accordance with instructions from the University to perform its obligations under this agreement;
- (b) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data;
- (c) not disclose or transfer the Personal Data to any third party or Supplier's Personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the University (save where such disclosure or transfer is specifically authorised under this agreement);
- (d) take all reasonable steps to ensure the reliability and integrity of any Supplier's Personnel who have access to the Personal Data and ensure that the Supplier's Personnel:
 - (i) are aware of and comply with the Supplier's duties under this clause and clause 14: confidentiality;
 - (ii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any

- third party unless directed in writing to do so by the University or as otherwise permitted by this agreement; and
- (iii) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);
- (e) notify the University within 5 Business Days if it receives:
 - (i) from a Data Subject (or third party on their behalf):
 - (A) a Data Subject Access Request (or purported Data Subject Access Request);
 - (B) a request to rectify, block or erase any Personal Data; or
 - (C) any other request, complaint or communication relating to the University's obligations under the DPA;
 - (ii) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
 - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- (f) provide the University with full cooperation and assistance (within the timescales reasonably required by the University) in relation to any complaint, communication or request made as referred to in clause 15.4(e), including by promptly providing:
 - (i) the University with full details and copies of the complaint, communication or request;
 - (ii) where applicable, such assistance as is reasonably requested by the University to enable the University to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and
 - (iii) the University, on request by the University, with any Personal Data it holds in relation to a Data Subject; and
- (g) if requested by the University, provide a written description of the measures that it has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this clause and provide to the University copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals; and

- (h) indemnify the University against any loss or damage howsoever arising suffered by the University in relation to any breach by the Supplier of its obligations under this clause 15 howsoever arising.
- 15.4 The Supplier shall not Process or otherwise transfer any Personal Data in or to any country outside the European Economic Area or any country not deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together "Restricted Countries"). If, after the Effective Date, the Supplier or any Sub-contractor wishes to Process and/or transfer any Personal Data in or to any Restricted Countries, the following provisions shall apply:
 - (i) the Supplier shall submit a change request to the University which, if the University agrees to such change request, shall be dealt with in accordance with clause 20 (Variation) and clauses 15.4(b) to 15.4(d);
 - (j) the Supplier shall set out in its change request and/or impact assessment details of the following:
 - (i) the Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - (ii) the Restricted Countries which the Personal Data will be transferred to and/or Processed in; and
 - (iii) any Subcontractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries;
 - (iv) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the University's compliance with the DPA;
 - (k) in providing and evaluating the change request and impact assessment, the parties shall ensure that they have regard to and comply with then-current University and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
 - (I) the Supplier shall comply with such other instructions and shall carry out such other actions as the University may notify in writing, including:
 - incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA) into this Contract or a separate data processing agreement between the parties; and

- (ii) procuring that any Sub-contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
 - (A) a direct data processing agreement with the University on such terms as may be required by the University; or
 - (B) a data processing agreement with the Supplier on terms which are equivalent to those agreed between the University and the Sub-contractor relating to the relevant Personal Data transfer,

and in each case which the Supplier acknowledges may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the DPA) and technical and organisation measures which the University deems necessary for the purpose of protecting Personal Data.

- 15.5 The Supplier shall use its reasonable endeavours to assist the University to comply with any obligations under the DPA and shall not perform its obligations under this agreement in such a way as to cause the University to breach any of the University's obligations under the DPA to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
- 15.6 Each party shall notify the other immediately if they become aware of any actual, threatened or potential breach of security of the Personal Data. The Supplier shall, if a breach of security occurs, immediately take all reasonable steps necessary to:
 - (a) remedy such breach or protect the Personal Data against any breach or threat; and
 - (b) prevent an equivalent breach in the future.
- 15.7 This clause 15 shall survive the termination of the agreement, however arising.

16. **TERMINATION**

- 16.1 The University may terminate the Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice where:
 - 16.1.1 the Supplier commits a Material Default and:
 - the Supplier has not remedied the Material Default to the satisfaction of the University within twenty (20) Working Days, or such other period as may be specified by the University, after issue of a written

notice specifying the Material Default and requesting it to be remedied; or

- the Material Default is not, in the reasonable opinion of the University, capable of remedy.
- there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which adversely impacts on the Supplier's ability to supply Services under this Framework Agreement (in the reasonable opinion of the University).
- 16.2 The University may terminate this Framework Agreement with immediate effect by notice in writing where the Supplier is a company and in respect of the Supplier:-
 - 16.2.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - 16.2.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
 - 16.2.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 16.2.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - 16.2.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
 - 16.2.7 being a "small company" within the meaning of Section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 16.2.8 any event similar to those listed in Clause 16.2.1 to Clause 16.2.7 occurs under the law of any other jurisdiction;
 - 16.2.9 there is a change of control of the other party (within the meaning of section 840 of the Income and Corporation Taxes Act 1988).
- 16.3 The University shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving three Months' written notice to the Supplier and all other Services Framework Suppliers. The Parties acknowledge that if the University exercises its

- rights under this clause 16.3 it shall exercise its equivalent rights under all agreements with the Services Framework Suppliers.
- 16.4 Without prejudice to the University's rights to terminate the Framework Agreement in clauses 16.1, 16.2 and 16.3 above, the University may suspend the Supplier's appointment to supply Call Off Services under this Framework Agreement and any Call-Off Contract by giving notice in writing to the Supplier if:
 - 16.4.1 if a right to terminate this Framework Agreement arises in accordance with clauses 16.1, 16.2 and 16.3; or
 - 16.4.2 the Supplier's performance against the KPI results in a red card being issued.
- 16.5 If the University provides notice to the Supplier in accordance with clause 16.4, the Supplier's appointment under this Framework Agreement shall be suspended for the period set out in the notice or such other period notified to the Supplier by the University in writing from time to time.

17 CONSEQUENCES OF TERMINATION AND EXPIRY

- 17.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Supplier shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this clause 16.
- 17.2 Termination or expiry of the Framework Agreement shall not cause any Call-Off Contracts to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 17.3 Within thirty (30) Working Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return to the University any data and Confidential Information belonging to the University in the Supplier's possession, power or control, either in its then current format or in a format nominated by the University (in which event the University will reimburse the Supplier's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the University, save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance.
- 17.4 The University shall be entitled to require access to data or information arising from the provision of the Services from the Supplier until the latest of:-
 - 17.4.1 the expiry of a period of twelve (12) Months following termination or expiry of the Framework Agreement; or
 - 17.4.2 the expiry of a period of three (3) Months following the date on which the Supplier ceases to provide Services under any Call-Off Contract.

- 17.5 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.
- 17.6 The provisions of clauses 11, 14, 15, 17, 18, 19, 27, 28 and 29 shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

18 LIABILITY

The Supplier shall indemnify and keep indemnified the University in full from and against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Framework Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier.

19 INSURANCE

- 19.1 The Supplier shall effect and maintain the following insurances for the duration of the Framework Agreement in relation to the performance of the Framework Agreement:-
 - 19.1.1 public liability insurance adequate to cover all risks in the performance of this Framework Agreement from time to time;
 - 19.1.2 employers' liability insurance with a minimum limit of indemnity as required by law from time to time; and
 - 19.1.3 professional indemnity insurance with a minimum limit of indemnity of [insert sum] for each and every occurrence or series of occurrences (and as required by law) from time to time.
- 19.2 Any excess or deductibles under such insurance (referred to in clause 19.1) shall be the sole and exclusive responsibility of the Supplier.
- 19.3 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under the Framework Agreement.
- The Supplier shall produce to the University, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 19.5 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the Framework Agreement then the University may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

19.6 The Supplier shall maintain the insurances referred to in clause 19.1 and for a minimum of [six (6) years] following the expiration or earlier termination of the Framework Agreement.

20. TRANSFER AND SUB-CONTRACTING

- 20.1 The Framework Agreement is personal to the Supplier and the Supplier shall not assign, novate or otherwise dispose of the Framework Agreement or any part thereof. The Supplier shall not be entitled to sub-contract any of its rights or obligations under this Framework Agreement.
- 20.2 The University shall be entitled to assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement or any part thereof provided that such assignment, novation or disposals shall not increase the burden of the Supplier's obligations under the Framework Agreement.

21. VARIATIONS TO THE FRAMEWORK AGREEMENT

Any variations to the Framework Agreement must be made only in accordance with the Framework Agreement Variation Procedure set out in Schedule 8.

22. RIGHTS OF THIRD PARTIES

A person who is not party to this Framework Agreement ("**Third Party**") has no right to enforce any term of this Framework Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. If the Parties rescind this Framework Agreement or vary any of its terms in accordance with the relevant provisions of this Framework Agreement, such rescission or variation will not require the consent of any Third Party.

23. SEVERABILITY

- 23.1 If any provision of the Framework Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Framework Agreement had been executed with the invalid provision eliminated.
- 23.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Framework Agreement, the University and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

24. CUMULATIVE REMEDIES

Except as otherwise expressly provided by the Framework Agreement, all remedies available to either Party for breach of the Framework Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

25. WAIVER

- 25.1 The failure of either Party to insist upon strict performance of any provision of the Framework Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Framework Agreement.
- No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 25.
- A waiver of any right or remedy arising from a breach of the Framework Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Framework Agreement.

26. ENTIRE AGREEMENT

- 26.1 This Framework Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- 26.2 Each of the Parties acknowledges and agrees that in entering into this Framework Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Framework Agreement. The only remedy available to either Party of such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Framework Agreement.
- 26.3 Nothing in this clause 26 shall operate to exclude fraud or fraudulent misrepresentation.

27. NOTICES

- 27.1 Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.
- Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 27.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.
- 27.3 For the purposes of clause 27.2, the address of each Party shall be:

	[DEPARTMENT]									
	Address:									
	Oxford Road, Manchester, M13 9PL									
	For the attention of: [NAME]									
	Tel:									
	Fax:									
	Email:									
27.3.2	For the Supplier:-									
	Address:									
	For the attention of:									
	Tel:									
	Fax:									
	Email:									
	arty may change its address for service by serving a notice in accordance clause 27.									
DISPUTE	ERESOLUTION									
The Parties shall attempt in good faith to negotiate a settlement to any dispute arising between them out of or in connection with this Framework Agreement within 30 Working Days of the dispute arising.										
mediation	ispute cannot be resolved, then the parties shall attempt to settle it by on in accordance with the Centre for Dispute Resolution ("CEDR") Model on Procedure from time-to-time in force.									
	te the mediation, a Party to the Agreement must give notice in writing (the otice") to the other Party requesting a mediation in accordance with this									

clause 28. The mediation is to take place not later than 30 Working Days after the ADR Notice. If there is any issue on the conduct of the mediation upon which the Parties cannot agree within 14 Working Days of the ADR Notice, then CEDR shall, at the request of either Party, decide the issue for the Parties, having consulted with them. Unless otherwise agreed by the Parties, the place of mediation shall be

27.3.1

27.4

28.

28.1

28.2

28.3

nominated by the mediator.

For the University:-

- 28.4 Unless otherwise agreed, all negotiations connected with the dispute and any settlement shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 28.5 If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by both the University and Supplier.
- 28.6 If the Parties fail to reach agreement within 60 Working Days of the initiation of the mediation, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.
- 28.7 The commencement of a mediation shall not prevent the Parties commencing or continuing court proceedings

29. LAW AND JURISDICTION

The University and the Supplier accept the exclusive jurisdiction of the English courts and agree that the Framework Agreement is to be governed by and construed according to English Law.

SIGNED by or on behalf of the Parties on the of Agreement	date which first appears in the Framework
SIGNED by)
for and on behalf of)
THE UNIVERSITY OF MANCHESTER)
SIGNED by)
for and on behalf of the [SUPPLIER])
Director)
Director/Company Secretary)

SERVICES AND LOTS

PART A

THE SERVICES

[DESCRIPTION OF SERVICES TO BE INSERTED]

PART B

SERVICES FRAMEWORK LOTS

[DESCRIPTION OF SERVICES FRAMEWORK LOTS TO BE INSERTED]

PART C

SUPPLIER'S LOTS

[DESCRIPTION OF SUPPLIER'S LOTS TO BE INSERTED]

AWARD CRITERIA¹

Standard Services Award Criteria

Criterion Number	Criterion	Percentage Weightings (or rank order of importance where applicable)
<u>1</u>	[As set out in ITT]	[As set out in ITT]
2	[As set out in ITT]	[As set out in ITT]
<mark>3</mark>	[As set out in ITT]	[As set out in ITT]
<mark>4</mark>	[As set out in ITT]	[As set out in ITT]
<mark>5</mark>	[As set out in ITT]	[As set out in ITT]

Mini-Competition Award Criteria

Criterion Number	Criterion	Percentage Weightings (or rank order of importance where applicable)
1	[As set out in ITT]	to be set by University conducting mini-competition
2	[As set out in ITT]	to be set by University conducting mini-competition
3	[As set out in ITT]	to be set by University conducting mini-competition
4	[As set out in ITT]	to be set by University conducting mini-competition
5	[As set out in ITT]	to be set by University conducting mini-competition

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¹ University to insert based on information provided in ITT.

PRICING MATRICES

[INSERT RELEVANT PRICING MATRICES SUBMITTED IN SUPPLIER'S TENDER FOR THE SERVICES FOR EACH OF THE SUPPLIER'S LOTS]²

² University to complete table with price adjustment mechanism to take into account indexation, if applicable.

ORDER FORM

The University of Manchester's standard purchase order to include the following:

1. SERVICES REQUIREMENTS
(1.1) Services [and Deliverables] Required:
(1.2) Commencement Date:
(1.3) Price Payable by Customer
(1.4) Completion Date:
3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]
(3.1) Key Personnel of the Supplier to be involved in the Services [and Deliverables]:
(3.2) Performance Standards
(3.3) Location(s) at which the Services are to be provided:

CALL-OFF TERMS AND CONDITIONS

MANAGEMENT INFORMATION REQUIREMENTS³

Monthly invoiced costs														
Supplier:														
Framework Title														
Framework Ref														
Year:		2007												
Level 1	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total	
Total monthly invoiced cost of all [Supplies/Services/Supplies and Services] supplied under the Framework (excl VAT)		0	0	0	0	0	0	0	0	0	0	0	0	C
Level 2	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total	
Monthly invoiced cost of all [Supplies/Services/Supplies and Services] supplied to each Contracting Body under the Framework (excl VAT)														
Customer 1 Customer 2 Customer 3 Customer 4 Customer 5 Customer 6														0 0 0

36

³ Lead University to consider format required.

Monthly invoiced cost by [Service/Product/Service and Product] by individual Contracting Body

Month/Year Nov-07

Service/Product	UNSPSC Code	Product Code	Customer 1	Customer 2	Customer 3	Customer 4	Customer 5	Customer 6	Total Value of Product or Service
Service line 1 - Cleaning									0
Service line 2 - Reception									0
Service line 3 - Post Room									0
Service line 4									0
Service line 5									0
Service line 6									0
Total Monthly Invoiced Value			0	0	0	0	0	0	0
Product 1									0
Product 2									
Product 3									0
Product 4									0
Product 5									0
Product 6									0
Product 7									0
Product 8									0
Product 9									0
Product 10									0
Product 11									0
Product 12									0
Total Monthly Invoiced Value			0	0	0	0	0	0	0

Monthly Product volumes										
Supplier:]					
Framework Title]					
Framework Ref]							
Month/Year:]								
Product Description	UNSPSC Code	Product Code	Unit of Measure	Quantity Customer 1	Quantity Customer 2	Quantity Customer 3	Quantity Customer 4	Quantity Customer 5	Quantity Customer 6	Total Monthly Volume
Product 1 Product 2 Product 3 Product 4 Product 5 Product 6 Product 7 Product 8 Product 9 Product 10 Product 11 Product 12										

New Products Added