

Model **FRAMEWORK AGREEMENT**

Agreement No.

FRAMEWORK AGREEMENT FOR THE PURCHASE OF [TYPE OF GOODS/SERVICES]

Between

[Name of Institution]

and

[Name of Supplier]

[Month, year (of likely start date)]

SECTION I	-	FORM OF AGREEMENT
SECTION II	-	ARTICLES OF AGREEMENT
SECTION III	-	SCHEDULE OF GOODS, PRICES AND DELIVERY
SECTION IV	-	TERMS AND CONDITIONS OF PURCHASE

SECTION I - FORM OF AGREEMENT

FRAMEWORK AGREEMENT NUMBER:

This Agreement is made on the day of 19..[20..] between the [insert the name of the legal entity of the institution, and the address (eg The University Court of the University of Progress, Progress Z98 7YX)] hereinafter called the Buyer and of (registered address) hereinafter called the Seller and incorporates:

Section I	-	Form of Agreement
Section II	-	Articles of Agreement
Section III	-	Schedule of Goods/Services, Prices and Delivery
Section IV	-	Terms and Conditions of Purchase

all attached hereto and made a part hereof.

In accordance with all the terms of this Agreement, the Seller shall supply the goods described in Section III as and when called off by the Buyer and the Buyer shall pay the prices described in Section III to the Seller.

This Agreement commences on the day of 19..[20..] and runs until the day of 19..[20..] or until it is sooner terminated in accordance with the provisions of the Agreement.

This Agreement constitutes the entire agreement between the parties hereto and supersedes all previous negotiations, representations and agreements either written or oral preceding the Agreement.

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
Signed:	Signed: .
Name:	Name: ..
Position:	Position:
Date:	Date:

SECTION II - ARTICLES OF AGREEMENT

1 PURPOSE OF AGREEMENT

1.1 The Purpose of this Agreement is to establish the terms under which the Seller will supply to the Buyer specific items within an agreed range of goods/services at agreed prices.

1.2 This Agreement is not a commitment to purchase by the Buyer. Commitment to purchase will only be made when an authorised party (see Article 10) issues an official Purchase Order under the terms of this Agreement.

2 SCOPE OF AGREEMENT

2.1 The specific items that may be called-off by the Buyer under this Agreement are listed in SECTION III - SCHEDULE OF GOODS, PRICES AND DELIVERY. The Buyer is not bound to purchase all its requirements or any given value or volume of goods, from the Seller.

2.2 The prices to be paid to the Seller for the supply to the Buyer of specific items within the range of goods are those listed in SECTION III - SCHEDULE OF GOODS, PRICES AND DELIVERY.

3 METHOD OF CALL-OFF

3.1 On each occasion that the Buyer wishes to Call-off specific goods/services under this Agreement an official Purchase Order will be issued specifying the goods required, price, date goods are required, delivery address, any special instructions and to whom the invoice should be addressed.

4 TERMINATION

4.1 The Buyer may terminate this Agreement at any time by giving three months notice to the Seller.

4.2 In the event of termination the Buyer will only be liable to pay to the Seller such sums as may be due for goods supplied or due to be supplied against valid Purchase Orders.

5 REVIEW MEETINGS, REPORTS AND INSPECTION

5.1 The Seller and the Buyer will meet at the discretion of the Buyer to review the progress of Purchase Orders made under this Agreement.

5.2 [The wording of clauses 5.2 and 5.3 should be varied to suit the kind of equipment and the expected quantities under the Agreement. What follows is an indication of the contents of the clauses.] Within two weeks after the end of each month, the Seller will supply to the Buyer a report giving details of all outstanding Purchase Orders under the Agreement indicating which are currently under production, which are not yet in production and the delivery schedule. The Seller will produce an analysis of invoiced sales within two weeks or the end of each three month period, broken down by item and by authorised parties.

5.3 The Buyer may at any reasonable time visit the offices, workshops or other premises of the Seller or its sub-contractors to inspect or test finished goods or to check progress, inspect, test or witness the tests of the materials used in the fabrication or manufacture of the goods by the Seller or its sub-contractors.

6 PUBLICITY

6.1 Unless expressly permitted in writing by the Buyer the Seller shall not publish or permit to be published either alone or in conjunction with any other person any information, articles, photographs or other illustrations relating to or connected with this Agreement or the work of the staff of the Buyer.

7 CONFIDENTIAL INFORMATION

7.1 The Seller shall maintain in confidence all information provided to the Seller by the Buyer or its officers or employees or contained in this Agreement and all information developed or arising from the execution of this Agreement. The Seller may only disclose the same to the extent necessary to effect the

execution of the Agreement and after obtaining from any relevant third party appropriate protection acceptable to the Buyer as to confidentiality.

8 APPLICABLE LAW

8.1 The construction, validity, performance and execution of this Agreement shall be governed by and interpreted in accordance with English [/Scots /Northern Ireland] Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales [/Scotland /Northern Ireland].

9 LANGUAGE

9.1 The ruling language of this Agreement shall be English.

10 AUTHORISED PARTIES

10.1 The following parties are authorised to use this Agreement and issue Purchase Orders to the Seller.

[Complete as appropriate]

11 BUSINESS ETHICS AND CONFLICT OF INTEREST

11.1 The Seller shall establish and maintain appropriate business standards, procedures and controls including those necessary to avoid any real or apparent impropriety or to prevent any action or conditions which could result in conflict with the Buyer's best interests. This obligation shall apply to the activities of the employees and agents of the Seller in their relations with the employees of the Buyer and Third Parties arising from this Agreement. Seller's efforts shall include, but not be limited to, taking all reasonable steps to prevent its employees or agents from making, receiving, providing or offering gifts or entertainment of more than nominal value, payments, loans or other considerations to anyone for the purpose of influencing individuals, firms or bodies corporate to act contrary to the Buyer's best interests.

12 INDEMNITY

12.1 The Seller agrees to indemnify the Buyer against any loss or damage sustained by the Buyer arising directly or indirectly from the Seller's failure to comply with its obligations under this Agreement.

13 ASSIGNMENT AND SUB-CONTRACTING

13.1 The Seller shall not assign or sub-contract this Agreement or any part thereof without the prior written permission of the Buyer. Any such permitted sub-contracting shall not relieve the Seller of its obligations under the Agreement and shall not create any contractual relationship between the Buyer and the Seller's sub-contractor(s).

13.2 The Seller shall not assign or sub-contract any Purchase Order made under this Agreement without the prior written agreement of the Buyer.

13.3 The Seller shall safeguard the Buyer's interest by incorporating the terms and conditions of the Purchase Order into any permitted assignment or sub-contract.

SECTION III - SCHEDULE OF GOODS, PRICES AND DELIVERY

1 INTRODUCTION

1.1 The range of goods to be supplied under this Agreement, the prices and the delivery schedule agreed between the Buyer and the Seller are as set out in paragraph 2.

1.2 The prices shown in paragraph 2 are fixed for the period of this Agreement [or other appropriate wording if there is agreement on a mechanism for price adjustments].

1.3 Prices in paragraph 2 are inclusive of trade packing and delivery to UK site but are exclusive of Value Added Tax (VAT).

1.4 Proposals to vary the prices on renewal or extension of this Agreement must be made by the Seller to the Buyer in writing, three months [or other suitable period] before the expiry date of this Agreement.

1.5 Additional items or deletions may be proposed at any time by the Buyer or the Seller and incorporated into the SCHEDULE at paragraph 2 by mutual agreement.

2 SCHEDULE GOODS

[item description] **PRICE**
[Unit and/or volume] **DELIVERY**
[x working days
from date of
Purchase Order]
[etc. etc. etc.]

SECTION IV - TERMS AND CONDITIONS OF PURCHASE

[Here insert your institution's Terms and Conditions of Purchase.]