

## MIDAS Contract Conditions

### Appointment and Affiliates

1. MIDAS appoints the Supplier, and the Supplier agrees to act, as the Supplier to MIDAS and its Affiliates in the delivery of the Services for the Operative Period on the terms of the Framework Agreement. MIDAS may enter into the Framework Agreement for the purpose of the supply of the Services to one or more companies in its group and such other persons as it may from time to time nominate (together its **Affiliates** and each an **Affiliate**) and any such Affiliate shall be entitled to enter into Services Orders with the Supplier under the terms of the Framework Agreement and/or to satisfy the obligations of MIDAS under it as if it were MIDAS. References to MIDAS in the Framework Agreement shall, where the context permits, be read as incorporating reference to any relevant Affiliate.

### Contractor responsible for Staff

2. The Supplier shall be liable for the acts and omissions of the Supplier's officers, employees, agents, sub-contractors, staff and other workers who may be engaged by the Supplier (or on its behalf) in the delivery of the Services from time to time (and such acts or omissions shall be deemed to be its own). The Supplier shall ensure that the Supplier's officers, employees, agents, sub-contractors, staff and other workers are properly qualified and suitably skilled and experienced to competently perform the tasks given to them in delivering the Services and that they are employed or otherwise engaged and used in accordance with all relevant legislation. If in the course of delivering the Services, there is a legal requirement to seek a Criminal Record Bureau (or replacement or analogous body) check for any of the Supplier's officers, employees, agents, sub-contractors, staff and other workers, the Supplier shall fully comply with the same.

### MIDAS Obligations to Funders

3. The Supplier will at all times act in good faith to ensure that none of its actions or omissions cause or contribute to the failure of MIDAS to comply with its obligations to its funders (and in particular, without prejudice to the generality of the foregoing, its public funding reporting and audit compliance obligations), and the Supplier will do or procure to be done such acts and things, and execute such documents or procure the provision of such information as MIDAS may from time to time require to assist MIDAS in compliance with such obligations (or in rectifying or ameliorating any failure to comply).

### No Sub-Contracting

4. Unless prior and specific written consent is obtained from the MIDAS Contact to the contrary, the Supplier shall not sub-contract delivery of any of the Services or any of its other obligations under the Framework Agreement and shall perform the same personally and shall not assign or transfer any of its rights or obligations under the Framework Agreement.

### Contract Manager

5. The Supplier shall appoint a person to liaise with MIDAS and to manage delivery of its obligations under the Framework Agreement (the "**Contract Manager**"). This shall initially be the person named in the Summary as the Supplier's Contact. Any change to the appointed person shall be subject to the consent of MIDAS (such consent not to be unreasonably withheld or delayed).

### Contractor Obligations

6. During the Operative Period (and in the case of clauses 6.5 and 6.11 inclusive, 6.14, 6.16, 6.17, 6.19, 6.20 and 6.21 below both during the Operative Period and after the termination of this Framework Agreement):

- 6.1. The Supplier will perform delivery of the Services, comply with any obligations arising under TUPE related to the same, and perform its other obligations under the Framework Agreement (together "**the Obligations**") in accordance with all applicable laws and regulations from time to time in force, to the highest standards of honesty, diligence, care and skill and in accordance with the terms of the Framework Agreement and (unless to do so would conflict with specific terms of the Framework Agreement) in accordance with best practice and MIDAS' applicable policies (as made available to the Supplier from time to time);

- 6.2 The Supplier shall document the delivery process through which it will fulfil the Framework Agreement, and, if not already denoted in the schedule documents, identify the responsible individuals and the competencies required to fulfil the Framework Agreement, undertake staff development to ensure its staff possess the necessary competencies, and, identify and put in place the staffing and physical resources and the methods desirable to fulfil the Framework Agreement;

The Supplier shall replace any of the Supplier's Employees who MIDAS reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier's Employees for any reason, the Supplier shall ensure such person(s) are replaced promptly with another person with the necessary skills, experience and attributes to meet the requirements of the Services.

- 6.2. The Supplier shall document the system through which it monitors progress and performance and the key stages at which it will review progress. The Supplier shall comply with agreed MIDAS requirements to review its progress;
- 6.3. In supplying the Services, the Supplier shall:
  - 6.3.1. ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations under the Framework Agreement ;
  - 6.3.2. provide all equipment, tools, vehicles and other items required to provide the Services; and
  - 6.3.3. not do or omit to do anything which may cause the MIDAS to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
- 6.4. The Supplier will meet with MIDAS or their nominated representatives forthwith upon request to discuss any matters arising out of the provision of the Services or otherwise in relation to the Framework Agreement and will co-operate in good faith with MIDAS and, where applicable, follow MIDAS' lawful instructions in respect of the same;
- 6.5. The Supplier will provide MIDAS with the documents, reports and information required at its own cost and in such format as MIDAS requires in a timely manner;
- 6.6. The Supplier shall permit and shall ensure that all of its sub-contractors shall permit MIDAS staff and/or representatives of any relevant public authority or regulatory body or other Relevant Funding Body (which term means any public body or agency or similar organisation who supplies funding used by MIDAS for the Framework Agreement from time to time (and including their successor organisations) to inspect its accounts, premises and records relevant to the Framework Agreement at any time and shall provide and shall ensure that all of its sub-contractors shall provide all reasonable assistance during such inspection.
- 6.7. The Supplier shall make pension provision for any employee who is a member of a local authority or other final salary pension scheme and who has their contract of employment transferred to the Supplier as a result of the Framework Agreement or provision of the Services so as to compensate that employee in full for the rights lost by him or her as a result of such transfer.
- 6.8. The Supplier will itself comply with and will take all required steps within its power to assist MIDAS to comply with all applicable intellectual property rights, data protection and freedom of information obligations placed upon it or upon MIDAS and arising in connection with the Framework Agreement or provision of the Services (and MIDAS shall in no event be liable to the Supplier for any loss or damage howsoever caused, arising from or in connection with the disclosure under the DPA or FOIA of any information relating to the Framework Agreement or the Services); in particular, the Supplier agrees, and will procure that all of its sub-contractors agree, to process the personal data that it will be processing on behalf of learners/customers only as is necessary for the purposes of the Framework Agreement and shall not carry out any other processing, use or disclosure using such personal data.
- 6.9. The Supplier will provide (forthwith upon request) such documents, reports and information and such other evidence of delivery of the Services, TUPE compliance, and performance of its other obligations under the Framework Agreement (together **"the Obligations"**) as may be requested by MIDAS from time to time (and the Supplier shall not destroy or delete the same until after, and the obligations in this sub-clause shall not expire until the tenth anniversary of the Effective Date or such other date as may be notified by MIDAS to the Supplier at any time before the tenth anniversary of the Effective Date (the **"Document Retention Period"**));
- 6.10. The Supplier will at all times ensure that all documents, reports and information and evidence provided by it related to the Obligations are satisfactory to MIDAS and to any relevant Funding Body or regulatory body, and are complete, accurate and not misleading, and will advise MIDAS forthwith in writing if it discovers that any of the same is unsatisfactory, materially incomplete, inaccurate or misleading in any way (and the obligations in this sub-clause shall not expire until the end of the Document Retention Period);
- 6.11. The Supplier will seek MIDAS's prior written consent in respect of any change in its method or manner of delivery of Services under the Framework Agreement;

- 6.12. The Supplier will immediately inform MIDAS in writing of any breach of the Obligations or any significant development and/or problem that the Supplier encounters in performing its Obligations;
- 6.13. The Supplier will work within MIDAS and any Relevant Funding Body's logo use and branding guidelines;
- 6.14. In carrying out the Framework Agreement the Supplier agrees to comply in all respects with all relevant legislation and in particular:-
- 6.14.1. not commit an act of discrimination rendered unlawful by the latest issue of the Sex Discrimination Act or the Race Relations Act or the Disability Discrimination Act or the Human Rights Act or the Equality Act or the Data Protection Act;
  - 6.14.2. comply with all relevant requirements contained in or having effect under the legislation relating to health, safety and welfare at work; and
  - 6.14.3. comply if relevant with the latest issue of the Public Contracts Regulations;
  - 6.14.4. where any of the Supplier's obligations under the Framework Agreement are carried out by sub-contractors, the Supplier shall ensure that in carrying out those obligations the sub-contractors comply with the provisions of 6.14.1, 6.14.2 and 6.14.3
- 6.15. Any public announcement issued or publicity activity carried out by the Supplier (or on its behalf) concerning the Services must be agreed in advance in writing with MIDAS;
- 6.16. The Supplier shall ensure that it has and maintains in force adequate insurance from a reputable insurer against any actions, claims or demands which may be brought by any person (including without limitation MIDAS) injured or suffering damages or loss in connection with its activities in carrying out the Framework Agreement. In particular, and without prejudice to the generality of the foregoing, the Supplier shall carry appropriate professional indemnity, public liability and employer's liability insurance (from a reputable insurer) at all times until the end of the Document Retention Period. The level of cover shall be at least £1 million per event for each category; the Supplier shall give MIDAS not less than thirty days notice in writing of any alteration or cancellation of such insurance cover.
- 6.17. The Supplier shall employ only workers legally permitted to work in the UK and shall use all reasonable endeavours to ensure that the Supplier's employees are not claiming any government benefits to which they are not entitled because of their employment and the Supplier shall co-operate fully with MIDAS in the identification and reporting of workers who may fall into either such category;
- 6.18. The parties agree that on termination or expiry of the Framework Agreement for any reason, the continuity of the Services is of paramount importance. The Supplier shall do its utmost to minimise disruption caused to users of the Services and to assist the implementation of any contingency plan proposed by MIDAS either prior to or after the termination or expiry of the Framework Agreement, to deal with the effects of such termination or expiry in so far as it is practicable to do so;
- 6.19. The Supplier must not and must use all reasonable endeavours to procure that the Supplier's suppliers and sub-contractors shall not, knowingly, do or omit to do anything in relation to the Services or under the Framework Agreement or in the course of their other activities that may bring the standing of MIDAS or its funders into disrepute or attract adverse publicity;
- 6.20. The Supplier shall at its own expense make good any Services which are found by MIDAS to be below the standards required by MIDAS.
- 6.21. The Supplier shall systematically evaluate its delivery of the Services and feed evaluation results back into its own and MIDAS's review processes. The Supplier shall operate a system for collecting end-user feedback on the Services it delivers and the processes through which it delivers them. This feedback will lead to appropriate action to deal with suggestions or criticisms.
- 6.22. Where the Supplier goes into administration or liquidation any Relevant Funding Body must be assumed to be a creditor of the Supplier. The Supplier must take steps to ensure that the chief executive of any such body is provided with details of the administrator or liquidator and receives notifications of any creditors' meetings.

#### **Evaluation by MIDAS and Continuous Improvement**

7. MIDAS reserves the right to seek all necessary information to evaluate the Supplier's performance relative to the Framework Agreement from any source whatsoever. Action recommended as a result may be used for future reference. The Supplier shall operate systems for dealing with any shortfalls in Service delivery. The Supplier shall review its management system annually.

**MIDAS Remedies**

8. If the Supplier fails to perform the Services to an acceptable standard or in a timely manner, MIDAS shall, without limiting its other rights or remedies, have one or more of the following rights:
- 8.1.1. to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
  - 8.1.2. to recover from the Supplier any costs incurred by the Supplier in obtaining substitute services from a third party;
  - 8.1.3. where MIDAS has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
  - 8.1.4. to claim damages for any additional costs, loss or expenses incurred by MIDAS which are in any way attributable to the Supplier's failure to meet such standard, dates or times.
- 8.2. The provisions of the Framework Agreement and any relevant Services Order shall apply to any substituted or remedial services provided by the Supplier.

**Payment**

9. Payment is based upon and shall be paid in accordance with the Schedules subject to the Summary and to the following:
- 9.1. MIDAS shall be entitled to deduct from payments otherwise due or which at a later time may become due, under the Framework Agreement or under any other agreement or contract with the Supplier or with any company in the Supplier's group, such amounts in its reasonable discretion as it believes in good faith is or may become the subject of an indemnity claim against the Supplier under clause 10 below and/or is or may become the subject of a claim by MIDAS (or any Affiliate) against the Supplier (or another company in the same group of companies as the Supplier);
  - 9.2. Unless specifically agreed to the contrary in writing by the MIDAS Contact, the amounts set out in the Schedules shall include all associated costs and expenses;
  - 9.3. Unless specifically agreed to the contrary in writing by the MIDAS Contact, the contract value set out in the Summary represents the total consideration **including any VAT** payable by MIDAS and all Affiliates to the Supplier under the Framework Agreement and cannot be exceeded;
  - 9.4. Payments made to the Supplier by MIDAS which have been funded by Relevant Funding Body may not be used for:-
    - 9.4.1. *expenditure on activities of a political or exclusively religious nature;*
    - 9.4.2. fund matching for any regional fund, EU or similar government-funded application or project;
    - 9.4.3. expenditure supported from other sources, where the total support would account for more than 100% of the scheme or project costs;
    - 9.4.4. expenditure on works or activities which any person has a statutory duty to undertake;
    - 9.4.5. making good or compensating for any liability arising out of negligence;
    - 9.4.6. expenditure on a project not previously approved and for which it is intended that grant will be claimed, where such expenditure took place before the scheme or project was approved and contracts issued; or
    - 9.4.7. any other use forbidden for such public funds by a Relevant Funding Body.
  - 9.5. Unless otherwise written within the Framework Agreement MIDAS shall make payments to the Supplier following the below schedule:

Invoice	Activity	Expected date	Amount (exc .VAT)
1			
2			
3			
4			
<b>TOTAL</b>			

No payments will be made without proof that the Supplier's obligations have been fully met. MIDAS has the right to vary payments at its discretion where it judges that the Supplier has not met its obligations.

**Indemnity**

10. The Supplier undertakes to indemnify, and to keep indemnified, MIDAS against all liabilities, demands, costs, expenses and penalties resulting from:

- 10.1. any breach by the Supplier of the Framework Agreement and/or negligence of the Supplier connected with performing (or failing to perform) the Services;
- 10.2. any Relevant Funding Body making a claim against MIDAS or clawing back funding already provided in relation to the Services or refusing to fund or to continue to provide funding for the Services at the anticipated level, or varying its funding arrangements to the detriment of MIDAS by reason of failure to meet standards, in any case due to the default of the Supplier in complying with the provisions of the Framework Agreement. Any payment made in respect of a claim under this indemnity shall include an amount in respect of all costs and expenses incurred by MIDAS in relation to the bringing of the claim (including a reasonable amount in respect of management time);
- 10.3. any breach of or indemnity claim made against MIDAS relating to TUPE or contracts of employment which are alleged to have or have transferred to or from MIDAS under TUPE, but only to the extent to which such claims arise as result of the acts or omissions of the Supplier;
- 10.4. any claim made by a third party against MIDAS (or its officers, staff or workers) based on any breach or claimed breach of intellectual property rights, failure to comply with its obligations in relation to data protection or freedom of information or for breach of confidence, to the extent to which the same arise from the acts or omissions of the Supplier;
- 10.5. any inspection carried out in accordance with 6.7 above;
- 10.6. as a result of or in connection with any claim brought against MIDAS for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables;
- 10.7. any transfer of staff to MIDAS under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or replaced from time to time) upon termination of this agreement

For the avoidance of doubt, references to 'the Supplier' in the above sub-clauses 10.1 to 10.7 inclusive shall include the conduct, acts or omissions of the Supplier's employees and other workers, officers, agents and sub-contractors (Staff) and the conduct, acts or omissions of the Staff of any company in the same group of companies as the Supplier at the relevant time.

#### **Use of Information**

11. The Supplier shall at all times comply (and shall take all reasonable steps within its power to enable MIDAS to comply) with any applicable obligations related to the Services or otherwise arising in connection with the Framework Agreement with regard to intellectual property, data protection, confidential information and freedom of information. Any personal information collected by the Supplier shall (so far as is reasonably possible) be collected in such a way as to enable its lawful transfer to MIDAS for MIDAS's general commercial use. Any database of suppliers or end-users or other intellectual property rights arising in relation to the provision of the Services, for the avoidance of doubt, shall be the property of MIDAS.

#### **Copyrights and Deliverables etc.**

12. The Supplier assigns to MIDAS all copyrights and other intellectual property rights comprised in the Deliverables (being all products, materials, services and knowledge supplied to MIDAS pursuant to the Framework Agreement) save for any such rights that are owned by or licensed to the Supplier and which are or have been developed independently of the Framework Agreement (whether prior to the Framework Agreement Commencement Date or otherwise) in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable MIDAS to receive and use the Services (**Supplier Background IPR**). The Supplier grants MIDAS, or shall procure the direct grant to MIDAS of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use copy and modify any and all such Supplier Background IPR for the purpose of receiving the benefit of this Framework Agreement and Services Orders made under it and making the full intended use of the Services and the Deliverables.

Title to any Deliverables that are goods or in any physical media on which Deliverables are stored shall pass to MIDAS on the earlier of their delivery to the MIDAS or payment for them. The Supplier warrants that it has full, clear and unencumbered title to all such items, and that at the date of the transfer of title, it will have full and unrestricted rights to transfer all such items to MIDAS.

#### **Termination**

13. Without prejudice to any accrued rights or remedies :
  - 13.1. either party may give notice in writing to the other terminating the Framework Agreement immediately if:

- 13.1.1. the other party commits a material breach of the Framework Agreement and (if such breach is remediable) fails to remedy that breach within a specified time period of being notified in writing to do so or such other time period agreed between the parties;
  - 13.1.2. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
  - 13.1.3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party; or
  - 13.1.4. MIDAS's funding for the Services is materially reduced or terminated and it gives notice of the same to the Supplier under this clause 13.1.4.
- 13.2. the Framework Agreement may be terminated at any time by MIDAS by giving the Supplier at least one month's notice in writing, without the need to give any reason and by the Supplier by giving MIDAS at least three month's notice in writing, without the need to give any reason. For the avoidance of doubt, payment for the Services will be for work carried out up to termination date.
- 13.3. On receiving notice of termination of the Framework Agreement, the Supplier shall, and shall ensure that any of its sub-contractors shall, at no cost to MIDAS, promptly provide such assistance and comply with such timetable as MIDAS may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of relevant services. This shall include the supply or delivery to MIDAS as soon as reasonably practicable of all documents, data and information relating to the provision of the Services, including statistical information relating to the terms of employment of the Supplier's and any sub-contractor's employees, accrued entitlements and benefits and any other liabilities of the Supplier and of any sub-contractors to employees engaged in provision of Services provided under the Framework Agreement.
- 13.4. Termination shall not discharge any rights or obligations under this Framework Agreement which are specified or are intended, in the reasonable opinion of MIDAS, to continue in affect after the end of the Operative Period.

#### **Disputes**

14. The parties agree that they will use all reasonable endeavours to settle any disputes they have between them whether in relation to amounts payable or in relation to any of the terms of the Framework Agreement by discussions and negotiations between them in good faith. In the event that the parties are unable to settle such a dispute an expert will be appointed to resolve the matter, acting as expert not arbitrator. The expert's ruling will be binding on both of the parties in the absence of fraud or manifest error. If the parties are unable to agree who the expert should be, then either may apply to the President for the time being of the Manchester branch of the Law Society to appoint an expert. Each of the parties will pay its own costs in respect of the resolution of any dispute and the Expert's fees shall be paid as the Expert from time to time directs.

#### **Entire Agreement**

15. The Framework Agreement and the documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each party acknowledges that, in entering into the Framework Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty of any person other than as expressly set out in the Framework Agreement or those documents. Nothing in this clause operates to limit or exclude any liability for fraud.

#### **Further Assurance**

16. The Supplier shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as we may from time to time reasonably require in order to give MIDAS the full benefit of the Framework Agreement.

#### **Novation on MIDAS reconstruction**

17. If MIDAS or an Affiliate undergoes a reconstruction or transfers its business in whole or part to another entity and wishes to transfer its rights and obligations under the Framework Agreement or a Services Order to another entity as part of the same then, upon notice from MIDAS requesting the same in good faith, the Supplier shall novate the Framework Agreement into the name of the new entity.

#### **Change of Name/Control**

18. The Supplier must notify MIDAS if there is a change in its name and/or ownership. MIDAS reserves the right to terminate the Contract if it considers in its absolute discretion that the change in ownership would prejudice the Supplier's ability to deliver the Services.

#### **No Partnership**

19. Nothing in the Framework Agreement creates a partnership, a joint venture, the relationship of employer and employee, or establishes a relationship of principal and agent or other fiduciary relationship between any of the parties to it and no party will describe themselves or hold themselves out as the other's agent or representative.

#### **Corrupt gifts or payments**

20. The Supplier shall not offer or give, or agree to give, to any member, employee or representative of MIDAS, any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or having done any act in relation to the obtaining or execution of this or any other contract with MIDAS or any associated company of MIDAS, or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract.

#### **Conflict of Interest**

21. The Supplier shall ensure that there is no conflict of interest likely to prejudice its (or its key staff or sub-contractor's) independence and objectivity in providing the Services and undertakes that upon becoming aware of any such conflict of interest during the performance of the Services (whether the conflict existed before the date of this Framework Agreement or afterwards) it shall immediately notify MIDAS in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as MIDAS may reasonably require.

Where MIDAS is of the opinion that the conflict of interest notified to it under the sub-clause above is reasonably capable of being avoided or removed, MIDAS may require the Supplier to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and if the Supplier fails to comply with MIDAS requirements in this respect, or if, in the opinion of MIDAS, compliance does not avoid or remove the conflict, MIDAS may terminate this Framework Agreement in its absolute discretion.

#### **Confidentiality**

22. Unless MIDAS notifies the Supplier otherwise:
- 22.1. all documents and information received by the Supplier during or in connection with the performance of the Framework Agreement from MIDAS, or any person employed by MIDAS, shall be held in confidence. Such documents and information shall not be disclosed by the Supplier, its staff or agents to any other person without the permission of MIDAS unless a duty to disclose to that person is imposed under statute or by court order. The Supplier shall ensure that its staff and any Contractors are aware of this obligation of confidence and abide by it. All confidential information shall be, at MIDAS's option, delivered up to MIDAS or erased/destroyed at the end of provision of services under the Framework Agreement.
- 22.2. the Supplier undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice. The Supplier will immediately notify MIDAS of any breach of security in relation to confidential information and all data obtained in the course of the Services and will keep a record of such breaches. The Supplier will co-operate with MIDAS or any funder in any investigation that MIDAS or any funder considers necessary to undertake as a result of any breach of security in relation to confidential information or data.

#### **Anti-Bribery**

23. The Supplier shall:
- 23.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- 23.2. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- 23.3. immediately notify MIDAS if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Framework Agreement);
- 23.4. ensure that all persons associated with the Supplier or other persons who are performing services in connection with the Framework Agreement comply with this clause.

Breach of this clause shall be deemed a material breach under clause 13.1.1. For the purpose of this clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause a person associated with the Supplier includes any subcontractor of the Supplier.

#### **Non-solicitation**

24. The Supplier shall not, without the prior written consent of MIDAS, at any time from the date of this agreement to the expiry of 12 months after the termination or expiry of this agreement, solicit or entice away from MIDAS or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of MIDAS in the provision of the Services.

#### **Amendment or variation**

25. The terms of the Framework Agreement may only be varied by a written variation order between persons duly authorised by the parties.

#### **Notice**

26. Any notice or other communication requiring to be served under or in connection with the Framework Agreement shall be in writing and shall be delivered by hand or sent by recorded first class post and shall be deemed to have been given or received if delivered by hand, when left at the proper address for service; if given or made by pre-paid first class post, 48 hours after being posted (excluding Saturdays, Sundays and Public Holidays).

#### **Joint and Several**

27. If a party hereto is more than one person all covenants, agreements, undertakings, representations and warranties on the part of such party contained herein shall be joint and several.

#### **Counterpart**

28. The Framework Agreement may be signed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same contract.

#### **Modern Slavery Act**

29. The Supplier represents and warrants that neither the Supplier nor any of its officers, employees or other persons associated with it:
- 29.1 has been convicted of any offence involving slavery and human trafficking; and
  - 29.2 having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- Where possible the Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

#### **Severance**

30. Each of the provisions of the Framework Agreement is separate and distinct from the others and if any of them is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Framework Agreement and the remainder of the provision in question shall not be affected.

#### **Right to enforce the Framework Agreement**

31. A Relevant Funding Body may enforce the obligations of the Supplier under the Framework Agreement as if that Relevant Funding Body were a party to it.

#### **English Law**

32. The Framework Agreement is governed by English Law.