



## Framework agreement for the supply of goods

Contract Reference: NU **xxxxxxx**

Contract Title: **xxxxxxxxxxxxxxxx**

**Framework agreement for the supply of goods**

**AGREEMENT DETAILS**

**DATE:**

<b>Agreement No:</b>	[INSERT].
<b>Agreement Start Date:</b>	[INSERT START DATE].
<b>Initial Term:</b>	[INSERT].
<b>Renewal Term:</b>	[INSERT].
<b>Agreement Expiry Date:</b>	The last day of the Initial Term or the Renewal Term (or any further Renewal Term) subject to clause 2.2.
<b>University:</b>	means the University of Newcastle upon Tyne trading as Newcastle University.
<b>University's Representative:</b>	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
<b>Supplier:</b>	[INSERT [COMPANY NAME] LIMITED (No. [NUMBER]) AND ADDRESS]. [EMAIL ADDRESS]
<b>Supplier's Representative:</b>	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
<b>Supplier's Liability Cap:</b>	[£AMOUNT] [state the amount in words]. <b><i>DN: We suggest inserting a monetary figure for the Supplier's liability cap or, if the figure is too difficult to quantify, stating that the cap is the total estimated value</i></b>

	<b>of the Framework Agreement. Note that inserting a figure would show compliance with the Procurement Act.]</b>
<b>University's Liability Cap</b>	<b>[[£xxxx] [state the amount in words]]. [DN: Insert figure for University's cap.]</b>
<b>Sub-contracting:</b>	<b>[NO SUB-CONTRACTING PERMITTED]</b> <b>OR</b> <b>[SUB-CONTRACTING TO [ ] IS PERMITTED ON TERMS TO BE FIRST APPROVED BY THE UNIVERSITY, SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD OR DELAYED]</b>
<b>Goods:</b>	<b>[INSERT] [DN: Insert a broad description of the Goods to be provided under the Framework Agreement.]</b>
<b>Price:</b>	<b>[The price for the Goods shall be [.....] OR [the price set out in [.....]. ] [DN: Set out the prices for the goods here or, if you prefer, refer to a separate "prices schedule" and include them there or refer to them elsewhere, for example in the Supplier's price list.]</b>
<b>Payment Terms:</b>	<b>[The University will pay each invoice, within 30 days of receipt, subject to the Framework Conditions.]</b>
<b>Supplier's Insurance requirements:</b>	<ul style="list-style-type: none"> <li>• public liability insurance at an amount not less than £[AMOUNT] to cover the liabilities that may arise under or in connection with this Agreement.</li> </ul> <b>[LIST OTHER INSURANCE REQUIREMENTS HERE]</b>
<b>[Special terms:]</b>	<b>[The parties have agreed the following special terms which will take precedence over the Framework Conditions:</b> <ul style="list-style-type: none"> <li>• <b>[INSERT SPECIAL TERMS]</b></li> </ul>
<b>Specification:</b>	<b>[The technical description or specification of the Goods set out in each Goods Contract.]</b>

<b>Schedules:</b>	<p>[Schedule 1: Order Form.</p> <p>Schedule 2: Standard Terms.]</p> <p><b><i>DN: Say "NOT USED" next to any of the schedules that are not required.</i></b></p>
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1. This Framework Agreement is made up of the following:

- (a) the Agreement Details (highest priority);
- (b) the Framework Conditions;
- (c) the Order Form;
- (d) the Standard Terms; and
- (e) the University Policies (lowest priority).

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Framework Agreement has been entered into on the date stated at the beginning of it.

**Signed by [insert name of signatory]**

.....

for and on behalf of the **Supplier**

Authorised signatory

**Signed by [insert name of signatory]**

.....

for and on behalf of the **University**

Authorised signatory

## FRAMEWORK CONDITIONS

### 1. Interpretation

#### 1.1 Definitions:

<b>Affiliate</b>	in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party.
<b>Agreement Details</b>	the agreement details front sheet attached to these terms and conditions, signed by the Supplier and the University.
<b>Agreement Expiry Date</b>	The last day of the Initial Term or the Renewal Term (or any further Renewal Term) subject to clause 2.2 as set out in the Agreement Details.
<b>Agreement Start Date</b>	the day on which the Supplier will start supplying the Goods, as set out in the Agreement Details.
<b>Applicable Laws</b>	all applicable laws, statutes, regulations from time to time in force in England and Wales.
<b>Business Day</b>	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>Confidential Information</b>	the existence and terms of this Framework Agreement and all other information, however conveyed or presented, that relates to the business, affairs, operations, the University's students, customers, processes, budgets, charges, pricing policies (where applicable), product information (where applicable), strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other

information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential.

**Control** has the meaning given in section 1124 of the Corporation Tax Act 2010.

**Delivery Date** the date specified for delivery of an Order, in accordance with clause 3.2.

**Delivery Location** the address for delivery of the Goods, as set out in the Order.

**EIR** the Environmental Information Regulations 2004.

**FOIA** the Freedom of Information Act 2000 and any subordinate legislation (as defined under the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Framework Agreement** the framework agreement between the University and the Supplier for the sale and purchase of the Goods pursuant to individual Orders in accordance with the Agreement Details and these Framework Conditions.

**Framework Conditions** these terms and conditions.

**Goods** the goods (or any part of them), as set out in the Order.

**Goods Contract** a separate contract for the supply of Goods by the Supplier to the University formed pursuant to and in accordance with clause 4.2 of the Framework Agreement.

<b>Order</b>	the order for the Goods submitted by the University in accordance with clause 3 (and references to Order in the Standard Terms shall be construed accordingly).
<b>Order Confirmation</b>	an order confirmation sent by the Supplier to the University, agreeing to fulfil an Order and confirming the Order Number of the Order.
<b>Order Form</b>	an order form [in the form set out in Schedule 1], sent by the University to the Supplier, requesting the supply of Goods or confirming an oral order for Goods.
<b>Order Number</b>	the number applied to an Order by the Supplier on receipt of an Order Form.
<b>Price</b>	the price for the Goods, as set out in the Order.
<b>Renewal Term</b>	the period set out in the Agreement Details as the "Renewal Term" (where applicable).
<b>Specification</b>	the specification for the Goods, as set out in the Agreement Details.
<b>Standard Terms</b>	the University's standard terms and conditions for the supply of Goods (attached at Schedule 2).
<b>Supplier's Liability Cap</b>	the amount set out in the Agreement Details.
<b>University Policies</b>	the University's mandatory policies that are available at the website notified to the Supplier by the University or provided by the University to the Supplier from time to time during the Term.
<b>VAT</b>	value added tax chargeable in the UK.

## 1.2 Interpretation:

1.2.1 A reference to legislation or a legislative provision:

1.2.1.1 is a reference to it as amended, extended or re-enacted from time to time; and

1.2.1.2 will include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to **writing** or **written** excludes fax but not email.

## 2. Commencement and term

2.1 This Framework Agreement shall commence on the Agreement Start Date set out in the Agreement Details and will, unless terminated earlier in accordance with clause 6 (Termination), continue for the duration of the Initial Term when it shall terminate automatically without notice, subject to clause 2.2.

2.2 No later than 30 days before the end of the Initial Term (or any Renewal Term agreed under this clause), the parties may agree in writing that the term of the Framework Agreement be extended for the Renewal Term. Unless it is further extended under this clause 2.2 or terminated earlier in accordance with clause 6 (Termination), the Framework Agreement terminates automatically without notice at the end of the Renewal Term. **[DN: Drafted in line with your general request to have an initial term and subsequent renewal periods.]**

## 3. Orders and delivery

3.1 The University may submit Orders for the Goods **[using the form set out in Schedule 1] [via the electronic form referred to in Schedule 1] (Order Form)** at any time. **[DN: Refer here to your order form that you use to place orders. If the order form is completed electronically, this clause can be modified with the optional wording.]**

3.2 When the University wishes to place an Order, it shall either send an Order Form to the Supplier or submit an Order orally. Oral Orders shall be confirmed by an Order Form (bearing the additional words "confirmation of oral order") within 2 Business Days. **[DN: Note that this wording sets out the formal process for placing orders. All oral Orders must be confirmed in writing by the Supplier, to be binding. While this might seem onerous for the University, it also benefits the University as it will not be held to an Order unless the Supplier has confirmed it in this way. Please confirm you are happy with the wording.]**



- 3.3 The parties acknowledge and agree that:
- 3.3.1 the University is under no obligation to place Orders with the Supplier for the Goods; and
- 3.3.2 the supply of Goods under the Framework Agreement is not an exclusive arrangement and the University (and its Affiliates) may purchase goods that are the same or similar to the Goods from any third party;
- 3.4 The Supplier shall supply Goods in accordance with the Orders, by the Delivery Date specified in the Order, or, if none is specified, within a reasonable time of the University submitting the Order. **[DN: This wording is taken from your 2022 goods terms. You could include a deadline for the Supplier to supply the goods by, but it may not be practicable in all instances and could cause pushback from Suppliers. The other option is to include this wording as a special term.]**
- 3.5 The Supplier shall assign an Order Number to each Order received from the University and inform the University of the Order Number in the Order Confirmation relating to the Order. Each party shall use the relevant Order Number in all subsequent correspondence relating to the Order.
- 3.6 The University may amend or cancel an Order in whole or in part at any time before delivery by giving the Supplier written notice.
- 3.7 During the term of the Framework Agreement the Supplier shall provide to the University any information which the University may reasonably require to allow a tender process to be undertaken in respect of the Goods procured under this Agreement provided by the Supplier, including but not limited to, any employee liability information in respect of any employees or workers engaged by the Supplier for the provision of the Goods.
4. **The Goods**
- 4.1 Goods the subject of accepted Orders shall be delivered to the Delivery Location, as specified in the Order.
- 4.2 All accepted Orders shall form separate Goods Contracts for the supply and purchase of the relevant Goods. In respect of each Goods Contract, references in the Standard Terms to:

- 4.2.1 "Goods" shall be to the Goods described in the Order and the subject of an Order under the Framework Agreement;
- 4.2.2 "Delivery Location" shall be to the Delivery Location specified in the Order;
- 4.2.3 "Orders" shall be to Orders under the Framework Agreement; and
- 4.2.4 "Specification" shall be to the Specification referred to in the Framework Agreement as amended by the Order where relevant.
- 4.3 The Standard Terms, as modified or supplemented by the Framework Agreement, shall apply to all Orders and each resulting Goods Contract. In the event of any conflict or inconsistency between the Framework Agreement and the Standard Terms, the Framework Agreement will prevail. ***DN: Each accepted Order creates a separate contract governed by the Standard Terms.***
- 4.4 Orders shall reflect any agreed schedule of delivery dates and quantities for delivery on those dates agreed between the parties.
5. **Insurance**
- 5.1 During the term of this Framework Agreement, the Supplier shall maintain in force, with a reputable insurance company the amount of insurance set out in the Agreement Details; and
- 5.2 The Supplier will produce to the University on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
6. **Limitation of liability** ***DN: These caps and exclusions below apply to breach of the Framework Agreement but not Goods Contracts, where caps and exclusions are set out in the Standard Terms.***
- 6.1 References to liability in this clause 6 include every kind of liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise.
- 6.2 Nothing in the Framework Agreement limits the Supplier's liability for:
- 6.2.1 death or personal injury caused by negligence;
- 6.2.2 fraud or fraudulent misrepresentation;

- 6.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 6.2.4 defective products under the Consumer Protection Act 1987; or
- 6.2.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 6.3 Subject to clause 6.2 (Liabilities which cannot legally be limited):
- 6.3.1 the Supplier's total liability to the University for all loss or damage howsoever arising in connection with the Framework Agreement will not exceed the Supplier's Liability Cap for any one event or series of connected events; **[DN: See the note at the Supplier's Liability Cap in the Agreement Details.]** and
- 6.3.2 the University's total liability to the Supplier for all loss or damage howsoever arising under or in connection with the Framework Agreement shall not exceed the University's Liability Cap.
- 6.4 Subject to clause 6.2 neither party shall in any circumstances be liable for any special, indirect or consequential loss arising under or in connection with the Framework Agreement. **[DN: We have not excluded liability for direct losses (including, loss of profits, loss of goodwill) meaning both parties are liable for these. This is in line the University's request, and applies to all the contracts we drafted, and makes the Framework Agreement more balanced.]**
- 6.5 This clause 6 shall survive termination of the Framework Agreement.
7. **Termination**
- 7.1 Without affecting any other right or remedy available to it, the University may terminate the Framework Agreement (in whole or in part) with immediate effect by giving written notice to the Supplier at any time, at which point the Supplier shall discontinue all work on the Framework Agreement or at any time if:
- 7.1.1 there is a Change of Control of the Supplier;
- 7.1.2 the Supplier's financial position deteriorates to such an extent that in the University's opinion the Supplier's capability to adequately fulfil its obligations under the Framework Agreement has been placed in jeopardy;

- 7.1.3 the Supplier is in breach of its compliance obligations under clause 5; or
  - 7.1.4 the University reasonably believes that a termination ground in any Applicable Laws relating to the procurement of supplies, services and works applies.
- 7.2 Without affecting any other right or remedy available to it, either party may terminate the Framework Agreement with immediate effect by giving written notice to the other party if:
- 7.2.1 the other party commits a material breach of any term of the Framework Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
  - 7.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 7.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 7.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Framework Agreement has been placed in jeopardy.
- 7.3 Termination of the Framework Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Framework Agreement which existed at or before the date of termination.
- 7.4 Any provision of the Framework Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 7.5 The University may, at the same time as terminating the Framework Agreement, specify by notice to the Supplier that all or some subsisting Goods Contracts shall also terminate at

the same time as the Framework Agreement, in which case they shall so terminate, but save as aforesaid, termination or expiry of the Framework Agreement shall not affect any Goods Contract for the supply and purchase of Goods arising as a result of an Order, each of which shall continue in full force and effect on its own terms notwithstanding the termination of the Framework Agreement. **[DN: Note this right for the University to also terminate Goods Contracts. Subject to that, Goods Contracts will survive termination of this Agreement.]**

## 8. General

8.1 **Force majeure.** Neither party shall be in breach of the Framework Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Framework Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Framework Agreement by giving 7 days written notice to the other party.

## 8.2 Assignment and other dealings.

8.2.1 The University may at any time, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Framework Agreement.

8.2.2 Save as set out in the Agreement Details, the Supplier may not at any time assign, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this Framework Agreement without the prior written consent of the University.

## 8.3 Confidentiality and Freedom of Information.

8.3.1 The Supplier will, subject to clauses 8.3.2 and 8.3.3:

8.3.1.1 keep all Confidential Information secret, safe and secure;

8.3.1.2 not use or disclose the Confidential Information except for the purposes of performing its obligations under this Framework Agreement.

8.3.2 The provisions of clause 8.3.1 shall not apply to Confidential Information to the extent that it is or was:

8.3.2.1 already in the possession of the Supplier free of any duty of confidentiality on the date of its disclosure;

8.3.2.2 in the public domain other than as a result of a breach of clause 8.3.1; or

8.3.2.3 required to be disclosed by regulatory or legal requirement.

8.3.3 Notwithstanding the provisions of clauses 8.3.1 to 8.3.2 the University is committed to meeting its responsibilities under the FOIA and EIR and the Supplier acknowledges that the University is subject to the requirements of the FOIA and EIR and shall assist and cooperate with the University (at no expense to the University) to enable the University to comply with the University's responsibilities under the FOIA and EIR.

8.4 **Entire agreement.** The Framework Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.5 **Variation.** No variation of the Framework Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the University.

8.6 **Waiver.**

8.6.1 A waiver of any right or remedy under the Framework Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

8.6.2 A failure or delay by a party to exercise any right or remedy provided under the Framework Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Framework Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

8.7 **Severance.** If any provision or part-provision of the Framework Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent

necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 8.7 shall not affect the validity and enforceability of the rest of the Framework Agreement.

## 8.8 **Notices.**

8.8.1 Any notice or other communication given to a party under or in connection with the Framework Agreement will be in writing and will be:

8.8.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

8.8.1.2 or sent by email to the email address specified in the Agreement Details.

8.8.2 Any notice or communication will be deemed to have been received:

8.8.2.1 if delivered by hand, at the time the notice is left at the proper address;

8.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

8.8.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 8.8, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

8.8.3 This clause 8.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8.9 **Third party rights.** This Framework Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Framework Agreement.

8.10 **Governing law.** The Framework Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or

formation, shall be governed by, and construed in accordance with, the law of England and Wales.

**8.11 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Framework Agreement or its subject matter or formation.



**Schedule 1**

**[Order form]**

***[DN: Insert your standard purchase order form here.]***

**Schedule 2**

**[Standard Terms]**

***[DN: Insert your PO goods terms here or if you want to keep the agreement shorter then refer to them and say where they can be found.]***