FRAMEWORK AGREEMENT NO. PURxxxx/xx

BETWEEN

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

AND

[INSERT]

FOR THE PROVISION OF

[INSERT]
FRAMEmark AGREEMENT NO. PURxxxx/xx
FOR THE PROVISION OF [INSERT]

THIS CONTRACT is dated [INSERT] and concluded between:

(1) **European Bank for Reconstruction and Development**, an international organisation established pursuant to the Agreement Establishing the European Bank for Reconstruction and Development, a multilateral treaty signed in Paris on 29th May 1990, having its headquarters at One Exchange Square, London EC2A 2JN, United Kingdom (the "Bank" or the "EBRD");

AND

(2) [INSERT] (the "Contractor").

WHEREAS:

(A) The Bank wishes to acquire certain Services (as defined below) in respect of Information Security Supplier Assessment Support.

(B) The Contractor is engaged in the business of Information Security Services. The Bank wishes to appoint the Contractor, on a non-exclusive, call-off basis, to provide the Services described in and upon the terms and conditions of this Framework Agreement.

(C) The Contractor has agreed to provide the Services to the Bank, upon the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretation**

1.1 Wherever used in this Framework Agreement, unless the context otherwise requires, the following terms have the following meanings:-

"Audits" means the audits and reviews carried out by the Bank or the Bank’s auditors, experts and insurers, as the case may be in accordance with the terms and conditions set out in Section 9.

“Call-Off Notice” means, in respect of any Services agreed to be provided by Contractor under this Framework Agreement, a statement in the same or substantially the same form as that set out in Schedule 2 attached hereto detailing, without limitation, the specific Services, Charges and payment, the Purchase Order, milestone dates (if any), the responsibilities of the Parties, the delivery plan for the Services, any acceptance criteria and any assumptions and other details that may specifically apply to such Services.

"Commencement Date" means [INSERT].

"Confidential Information" means any non-public, proprietary information concerning the Bank contained in:-(i) written documents delivered or made available to the Contractor marked confidential or similar confidentiality wording on the cover, such as Restricted or Highly Restricted; or (ii) electronic data delivered or made available to the Contractor which indicate that the data are confidential; or (iii) written documents or electronic data delivered or
made available to the Contractor where the Bank advised the Contractor that their content is confidential.

"Framework Agreement" means this framework agreement for the provision of the Services to the Bank, together with all Schedules attached hereto.

"Charges" means the total fees and other compensation (exclusive of any applicable VAT) payable to the Contractor under each Call-Off Notice by the Bank, as set out in Schedule 3 or as otherwise specified in the Call-Off Notice payable by the Bank for the full and proper performance of the obligations of the Contractor.

"Contractor's Personnel" or "Personnel" means any person(s) whose services are to be provided by the Contractor in order to discharge its obligations under the Call-Off Notice.

"Event of Force Majeure" means in relation to either Party any event or circumstances beyond the reasonable control of that Party and which results in, or causes the failure of, that Party to perform any or all of its obligations under this Framework Agreement including, but not limited to a natural catastrophe, fire, explosion, epidemic, war and terrorism.

"Good Industry Practice" means in relation to any undertaking and any circumstances, the exercise of all due skill, care, prudence and foresight which would be expected in those circumstances from recognised industry leading service provider providing services identified or similar to the Services.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, rights to goodwill, rights in designs, computer software, database rights, know-how, trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights.

"Materials" means reports, memoranda, documentation and other printed materials, data, accounts, graphics, works of art, guidance, drawings, models, designs, advertisements, information prepared by the Contractor in connection with this Framework Agreement.

"Party" means each of the Contractor or the Bank and "Parties" means both.

"Prohibited Practices" has the meaning ascribed to it in Section 8.3(b).

"Services" means the services, including without limitation the Materials, to be provided by the Contractor to the Bank as specified in the Call-Off Notice.

"Specification" means the description and specification of the Services to be provided by the Contractor to the Bank pursuant to this Framework Agreement as specified in Schedule 1 and in the relevant Call-Off Notice.

"Term" means the period between the Commencement Date and Termination Date.

"Termination Date" means the date on which:-(i) this Framework Agreement expires as set out in Section 3.2; or (ii) the date of termination or partial termination of the Framework Agreement in accordance with the applicable law or Section 16 of the Framework Agreement.

1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and references to any gender shall include all other genders. References to any person shall include the person's successors and assigns in accordance with this Framework Agreement. The words "other", "include" and "including" do not connote limitation in any way.
1.3 The Schedules attached to this Framework Agreement form part of this Framework Agreement and, subject to the terms set out in Section 1.4 below, they shall have the same force and effect as if set out in the main body of this Framework Agreement.

1.4 In the event of any conflict or inconsistency between the terms and conditions of the main body of the Framework Agreement and any Schedules, the provisions of those documents shall, only to the extent of any such conflict or inconsistency, take precedence in the following order: (i) any amendment(s) to the Framework Agreement; (ii) the schedules attached to the Framework Agreement; and (iii) the main body of the Framework Agreement.

2. Appointment of the Contractor and use of Call-Off Notices

2.1 The Contractor shall: (i) deliver the Services in accordance with the Project Timetable and the Specifications; and (iii) the Contractor shall be responsible for the delivery and acceptance process set out herein. The inspections, acceptance tests and the process of accepting the performance of the Contractor in connection with the Services provided by the Contractor shall be described in Schedule 1 attached hereto.

2.2 In providing the Services hereunder, the Contractor shall at all times ensure the diligent, due and proper execution of the Services by its Personnel. The Contractor shall use up-to-date, relevant professional techniques and standards in order to carry out the Services with the care, skill and diligence required in accordance with the Good Industry Practice, all applicable laws, enactments, orders, regulations, standards and other statutory instruments and all applicable terms and conditions of this Framework Agreement.

2.3 The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Bank by the Contractor in connection with the supply of the Services.

2.4 Any date, deadline, or period mentioned in this Framework Agreement or in the relevant Call-Off Notice may be extended by the Bank but otherwise time shall be of the essence for any obligation of the Contractor set out in this Framework Agreement.

2.5 For avoidance of doubt, any number of Call-Off Notices may be added to this Framework Agreement at any time during the term set out in Section 3.0 below, upon agreement of such Call-Off Notice(s) by the Parties. Contractor agrees that it will at all times act in good faith and in a timely manner in preparing, reviewing and/or agreeing the terms of the Call-Off Notice for any proposed Services which the Bank may request Contractor to provide. For the avoidance of doubt Contractor shall have no obligation to provide any proposed Services in the absence of an agreed Call-Off Notice or agreed Change Control Notice for such Services and the Bank is not under any obligation to issue any Call-Off Notice(s) under this Framework Agreement. Each Call-Off Notice will incorporate the terms and conditions set out in this Framework Agreement.

2.6 Each Call-Off Notice attached to this Framework Agreement (either now or at a later date), when executed by an authorised representative of both Parties, shall constitute a separate agreement and, except for provisions in this Framework Agreement which are specifically excluded or modified in such Call-Off Notice, each such Call-Off Notice shall incorporate therein all the terms and conditions of this Framework Agreement. For the avoidance of doubt no other terms (including any terms set out in or referred to in any correspondence which may be issued by Contractor) shall apply to any such Call-Off Notice.

3. Term

3.1 This Framework Agreement concluded hereunder by the Parties shall enter into force upon the Commencement Date.
This Framework Agreement is concluded for a period of Thirty Six (36) months from the Commencement Date.

4. **The Contractor’s Personnel**

4.1 The Contractor shall:— (i) provide experienced and high quality individuals for the provision of the Services; (ii) ensure that all Personnel providing the Services to the Bank shall be adequately skilled, qualified and trained for the tasks they are to perform.

4.2 The Contractor's Personnel shall not be members of the Bank's staff and they cannot claim to have the status of a member of staff or an official of the Bank nor the benefits, privileges and immunities attached to the status of being a staff member or official of the Bank.

4.3.1 The Contractor and their Personnel shall observe the highest standards of integrity and ethical conduct and shall act with honesty and propriety. The Contractor shall ensure that no circumstances arise during the Term in which the activities of the Contractor or their Personnel under the Contract conflict or might conflict with the Contractor’s interests or Personnel’s personal interests or with any services which the Contractor or their Personnel may render to third parties. The Bank, without prejudice to any other remedy for breach of contract may, by written notice, terminate this Contract in accordance with Section 17.1, if in its judgment, such a conflict of interest has arisen.

4.4 The Contractor shall ensure that Contractor’s Personnel who have, or are likely to have, access to the Site and/or to documents and information relating to the Bank’s policies or operations, agree to comply with the Bank’s Policy on Use of Bank IT Facilities, Information Security Policy, Access Control Policy and Procedures Detailing Bank Access to Bank IT Facilities and Information Assets, each available on the Bank’s intranet at http://www.is.ebrd.com/content/policies-and-procedures/landingpage-book.shtml, as may be updated from time to time, and, when operating at all times in the Site, the Health, Safety and Security Policy, available on the Bank’s intranet at http://intranet.ebrd.com/ebrdnet/services/hss/health/policy/health-and-safety-policy.pdf, as may be updated from time to time, and, in addition, to the relevant policy or policies attached in Schedule 4, if any, as may be amended from time to time. Such policy or policies shall form an integral part of this Contract and their compliance shall form a material term of this Contract.

5. **Subcontractors**

The Contractor shall notify the Bank in writing of all sub-contracts awarded under the Framework Agreement. The use of subcontractors shall not relieve the Contractor from any of its liabilities or obligations under the Framework Agreement and the Contractor shall ensure that its subcontractors comply with all applicable provisions of the Framework Agreement. The Contractor shall fully responsible for its subcontractors involved in the completion of the present Framework Agreement.

6. **Intellectual Property Rights**

The Contractor acknowledges that all Materials, in whatever medium or format, produced for use, or intended use, in relation to the performance by the Contractor of its obligations under the Framework Agreement, shall be the sole property of the Bank.
7. **Announcements and EBRD Logo**

The Bank's logo is a registered service mark and as such may not be reproduced without the express written permission of the Bank. The Contractor undertakes that it shall not use the Bank's name in any public announcements, promotional, marketing or sales materials without the prior written consent of the Bank.

8. **Prohibited Practices and Retaliation**

8.1 The Contractor agrees:

(a) that the Contractor and the Personnel shall, at all times during the term of this Contract, comply with the Bank’s Enforcement Policy and Procedures including reporting to the Bank any suspicion the Contractor and/or the Personnel have, or is/are informed of, regarding the use of a Prohibited Practice in relation to a Bank Project; and

(b) not to undertake any Retaliation, or permit any Retaliation to be undertaken by any of its Personnel, employees, managers, officers, directors, subcontractors, consortium members or associates or other persons engaged by the Contractor against any Personnel who reported or intends to report a Prohibited Practice.

8.2 The Bank, without prejudice to any other remedy for breach of contract may, by written notice, terminate this Contract if in its judgement, the Contractor has engaged in Prohibited Practices and/or Retaliation in accordance with Section 17.1 of this Contract.

8.3 For the purposes of this Section,

(a) “Bank Project” has the meaning given to it in the Bank’s Enforcement Policy and Procedures.

(b) “Prohibited Practices” are one or more of the following, as defined in the Bank’s Enforcement Policy and Procedures as of the date of this Contract:

(i) a “coercive practice” which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(ii) a “collusive practice” which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iii) a “corrupt practice” which means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(iv) a “fraudulent practice” which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and

1 Currently defined as: “Bank Project means any activity or project which the Bank has financed or committed to finance from its ordinary capital resources (including the purchase of the goods, works or services for the Bank) or Special Funds resources, or from cooperation funds administered by the Bank.”

2 To act knowingly or recklessly requires that the information or representation being conveyed is false or that the actor is indifferent as to whether the information or representation is true or false. Mere inaccuracy in information or representation, committed through simple negligence, is not tantamount to a fraudulent practice.
(v) a “theft” which means the misappropriation of property belonging to another party.

(c) “Retaliation” is any direct or indirect detrimental action recommended, threatened or taken because an individual reported to the Bank any suspicion or information received regarding the use of a Prohibited Practice in relation to a Bank Project.

9. Audit Rights

9.1 The Bank shall have the right to perform Audits in connection with this Framework Agreement. The Contractor shall, without charge to the Bank, provide reasonable access to the Bank and/or its auditors, experts and insurers to records related to the provision of the Services; to enable the Bank and/or its auditors, experts and insurers, to conduct appropriate audits and examinations of the operations of the Contractor in relation to the performance of the Services.

9.2 The Audits will be for the purpose of verifying:- (i) the accuracy of the Contractor's invoices to the Bank in respect of the Services rendered to the Bank; (ii) that the Contractor is complying with its obligations under the Framework Agreement; (iii) any matter relevant to the provision of the Services by the Contractor which the Bank's insurers may require for the purposes of the Bank maintaining or obtaining insurance cover.

9.3 The Bank shall provide reasonable written notice to the Contractor prior of exercising its right to Audit. Audits shall be carried out during the Contractor's normal working hours. During the conduct of any Audit, the Contractor shall permit access to all records and information relating to the Services and their provision, except that the Contractor may refuse to provide access to any information proprietary or relating to the Contractor's other customers or its third party licensors.

10. Confidential Information

10.1 The Contractor will keep the Confidential Information (or any information marked Restricted or Highly Restricted) confidential, and will not disclose that Confidential Information to any third party or make any use of the Confidential Information for any purpose other than fulfilling its obligations under this Framework Agreement. The Contractor will, on request from the Bank, promptly return or destroy (in a manner stipulated by the Bank) any Confidential Information (or any information marked Restricted or Highly Restricted) belonging to the Bank.

10.2 Notwithstanding the foregoing, the Contractor may disclose Confidential Information (or any information marked Restricted or Highly Restricted) to its Personnel or a permitted subcontractor involved in providing or supervising the performance of the obligations of the Contractor under this Framework Agreement on a need-to-know basis, provided that the Contractor undertakes to ensure that such Personnel or subcontractors are bound by an obligation of confidentiality on terms materially similar to this Section 10.
10.3 Confidential Information (or any information marked Restricted or Highly Restricted) shall not include information which: (i) in the public domain otherwise than as a result of breach by the Contractor of its obligations under this Framework Agreement; (ii) is already in the possession of the Contractor at the time of disclosure to it and which was not provided by the Bank or by a third party in breach of a confidentiality undertaking; (iii) is received after disclosure to the Contractor from a third party without an accompanying obligation of confidentiality; (iv) is independently developed by the Contractor without reference to Confidential Information (or any information marked Restricted or Highly Restricted) of the Bank; (v) subject to the Bank's privileges and immunities, is required to be disclosed by law or order of a court or a governmental agency, provided that the Contractor shall forthwith provide the Bank with notice of the disclosure requirement prior to making any such disclosure.

11. Change Control

In the event that either Party wishes to request a change to the Framework Agreement or any Call-Off Notice (the “Change”, such party requesting, the “Initiator”), the Initiator shall submit to the other a written request for such Change (“Change Request”), together with the reasons for such change and full particulars thereof and such further information as the other Party may reasonably require. Neither Party shall be obliged to consider or implement a request for a change to the Framework Agreement or any Call-Off Notice except in accordance with the procedure set out in this Section 11.

12. Force Majeure

Neither Party shall be liable for any delay in performance or breach of its obligations hereunder resulting from an Event of Force Majeure, provided that such Party:- (i) has taken all reasonable steps to prevent and avoid the Event of Force Majeure; (ii) takes all reasonable steps to overcome and mitigate the effects of the Event of Force Majeure as soon as reasonably practicable; and (iii) on becoming aware of the Event of Force Majeure, promptly informs the other Party and confirms in writing the Event Force Majeure.

13. Payment terms

13.1 The Parties agree that in consideration of the Services, the Bank will pay the Charges as provided in Schedule 3 or in the relevant Call–Off Notice. Payment by the Bank of invoices concerning the Services shall be subject to satisfactory delivery of the Services in accordance with the Specifications.

13.2 The Bank shall pay the invoice amount to the Contractor, within thirty (30) days of receipt of a valid invoice, providing there is no dispute as to the amount payable. In the event of a dispute of the amount payable, the Bank will only pay the undisputed proportion of the invoice, and the outstanding sum shall be paid once the dispute has been resolved. Failure to adhere to the invoicing requirements set out in Schedule 3 may delay payment by the Bank.

13.3 Value added tax, if applicable, shall be shown separately on all invoices as a strictly net extra charge and shall, subject to the Bank's privileges and immunities, be borne by the Bank. The Contractor shall be responsible for all other taxes, charges, and levies relating to this Framework Agreement.

14. Expenses

Unless expressly stated otherwise in this Framework Agreement, all costs and expenses arising in relation to or incurred in providing the Services will be borne by the Contractor, including travel, accommodation and other expenses.
15. The Contractor's Representations and Warranties

15.1 The Contractor hereby represents and warrants to the Bank that: (i) it is duly incorporated under the laws of England; (ii) there are no insolvency proceedings against it of any kind; (iii) it has all licenses and permits and fulfils all legal and administrative requirements that are necessary for the performance of this Framework Agreement; (iv) entry into and performance of this Framework Agreement shall not result in the breach of the relevant laws and its other agreements made with third persons; and (v) upon the entry into the Framework Agreement it is not aware of any infringement of any rights of third parties caused by entering into this Framework Agreement.

15.2 The Contractor hereby represents and warrants to the Bank that the Services: (i) conform in all respects to the description, design, requirements or standards contained/or referred to in the Framework Agreement and in particular with the Specifications; (ii) conform to Good Industry Practice.

15.3 The Contractor hereby represents and warrants to the Bank concerning the Materials that the rights granted or purported to be granted to the Bank by the Contractor pursuant to and in the terms of Section 6 do not infringe or violate any Intellectual Property Right of any third party.

16. Non-Conforming Services

16.1 If the Bank has a complaint about the Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Contractor's obligations under the Framework Agreement, it shall notify the Contractor, and where considered appropriate by the Bank, investigate the complaint.

16.2 In the event that the Bank is of the reasonable opinion that the Contractor failed to perform the Services in accordance with the terms and conditions of this Framework Agreement then the Bank may elect, in addition to any other remedies that may be available to it either under the Framework Agreement or under the applicable law, one or more of the following remedies: (i) without terminating the Framework Agreement, the Bank may require the Contractor, at the Contractor's expense, promptly to remedy any default by re-performing any non-conforming Services; or (ii) where the non-conforming or non-performed Services are specifically itemised in the Payment Schedule, the Bank may withhold from any payment to the Contractor an amount equivalent to such portion of the Charges that are directly allocated to such Services; or (iii) the Bank may remedy any default or re-perform any non-conforming Services itself or have them remedied by a third party on its behalf, and in either case the Contractor will pay any costs and expenses so incurred by the Bank. In such case, the Bank may set-off such costs against any other amounts payable by the Bank to the Contractor under this Contract; or (iv) terminate the Framework Agreement in accordance with the terms of Section 16.1 (i).

16.3 If at any time during performance of the Framework Agreement, the Contractor should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause.

17. Termination

17.1 Without prejudice to any of its other rights under the Framework Agreement and/or under applicable law, the Bank may terminate this Framework Agreement including any ongoing Call-Off assignments immediately upon written notice to the Contractor at any time if: (i) the Contractor fails to perform any material term or condition as set out in this Framework Agreement or in the relevant Call-Off Notice; or (ii) the Contractor has engaged in Prohibited Practices and/or Retaliation as provided for in Section 8 or a conflict of interest has arisen; or (iii) the Contractor makes any voluntary arrangement with its creditors or becomes subject to
an administration order or Contractor becomes insolvent or goes into liquidation or convenes a meeting to consider a resolution that it be placed in liquidation or suffers a petition to be presented that it be placed in liquidation or has an administrative receiver, receiver or company appointed in respect of all or any of its assets, makes an assignment for the benefit of, or any composition with, its creditors or takes advantages of any insolvency act (or in each case the equivalent in any jurisdiction); or (iv) the Contractor ceases to function as a going concern or ceases to conduct its operation in the normal course of business.

17.2 The Bank may terminate this Framework Agreement and/or any Call-Off Notice at its convenience. The notice of termination shall specify that termination is for the Bank's convenience and the date on which the termination becomes effective, which shall be not less than sixty (60) days from the date of the notice.

17.3 Without prejudice to any of its other rights under the Framework Agreement under the applicable law, the Contractor may terminate this Framework Agreement upon written notice to the Bank, if the Bank fails to perform any other material term or condition of this Framework Agreement and (if the breach remediable) fails to cure such default within thirty (30) days of receipt of written notice sent by the Contractor identifying the default and requiring its remedy.

18. Effects of Termination

18.1 If this Framework Agreement is terminated for convenience by the Bank pursuant to Section 16.2, the Bank shall:- (i) pay the Contractor for all Services satisfactorily completed as at the Termination Date; and (ii) reimburse the Contractor for reasonable and documented expenditure which represent an unavoidable and uninsured direct loss to the Contractor by reason of the termination of the Framework Agreement, provided that the Contractor takes all reasonable steps to mitigate such loss. The Contractor will be responsible for producing written evidence of the Services completed up to the Termination Date. Payment will become due to the Contractor thirty (30) days from the date of submission of the evidence by the Contractor to the Bank, unless the Bank disputes the amount payable.

18.2 If this Framework Agreement is terminated by the Bank pursuant to Section 16.1, the Contractor shall be liable to and indemnify the Bank for all losses suffered by the Bank as the consequence of termination of the Framework Agreement in accordance with the terms and conditions set out in Section 18 below. The Bank shall have the right to recover from the Contractor the amount of any loss suffered by the Bank resulting from the termination, including the cost reasonably incurred by the Bank of making other arrangements for the supply of the Services and any additional costs and expenses incurred by the Bank in connection with the breach of the Contractor taken into account any limitation of liability of the Contractor as set out in Section 18 below.

18.3 If this Framework Agreement is terminated by the Contractor pursuant to Section 16.3, the Bank shall remain liable to pay to the Contractor all sums which have accrued due and owing to the Contractor under this Framework Agreement, taken into account any limitation of liability of the Bank as set out in Section 18 below.

18.4 Termination of this Framework Agreement shall also not affect the validity of any Call-Off Notice which is then current at the time, which shall continue in full force and effect until the obligations of the Parties thereunder have been completed.

18.5 Termination of a Call-Off Notice shall not affect the validity of this Framework Agreement, which shall continue in full force and effect until the obligations of the Parties thereunder have been completed. For avoidance of doubt, the Bank shall only pay such sums which have already been accrued by the Contractor up to the date termination of the Call-Off Notice is provided to the Contractor and in no event shall the Bank pay the full amount of a Call-Off
19. Liability

19.1 Subject to the terms and conditions of Section 18.2 and Section 18.4 described below, the Contractor shall be liable and indemnify the Bank and keep the Bank indemnified for all actions, suits, claims, demands, losses, charges, damages, costs and expenses, taxes, penalties, and other liabilities incurred and/or suffered by the Bank arising from, out of or in connection with:- (i) any act or omission, whether negligent, tortious or otherwise of the Contractor, its directors, officers, Personnel, employees, subcontractors or agents relating to matters contemplated in this Framework Agreement; and (ii) any breach by the Contractor, its directors, officers, employees, subcontractors or agents of any of the Contractor's obligation under this Framework Agreement.

19.2 The liability of the Contractor to the Bank shall not exceed in respect of non-performance, delay or other breach of the Framework Agreement, £1,000,000.

19.3 Notwithstanding any other provision of this Framework Agreement, the Bank shall not be liable to the Contractor under or in connection with this Framework Agreement for any loss or damage (outside the obligation of the Bank to pay the Contract Price for Services delivered by the Contractor in accordance with this Framework Agreement) whether direct, indirect, financial, economic, or consequential, whether or not caused by the negligent act or omission of the Bank.

19.4 The limitation of liability set out in this Section 18 shall not apply actions, suits, claims, demands, losses, charges, damages, costs and expenses, taxes, penalties, and other liabilities caused by:- (i) the fraudulent behaviour or misrepresentation; or (ii) any death or injury in connection with this Contract; or (iii) any event where liability which cannot be limited under applicable law.

20. Notices

20.1 Any notice or other communication given by one Party to the other pursuant to this Framework Agreement shall be in writing, sent by:- (i) first class mail; or (ii) by e mail. Any 20.1 notice given by e mail shall be immediately confirmed by the sending of a copy of the notice or communication by ordinary first class mail. Communications shall be sent to the address of the relevant Party referred to in this Framework Agreement or the e mail address set out:-

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<th>for the Bank:</th>
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<td>European Bank for Reconstruction and Development</td>
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<td>One Exchange Square</td>
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<td>E Mail: <a href="mailto:cpuinbox@ebrd.com">cpuinbox@ebrd.com</a></td>
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20.2 A notice or communication shall be effective when:- (i) if sent by first class mail, the time when delivered to the recipient or at the expiration of three (3) clear days after the time of posting, whichever is earlier, or the date when transmitted in the case of e mail; or (ii) on the
notice's effective date, whichever is later. The Bank and the Contractor shall be entitled to change their respective addresses by providing a written notice to the other Party. A Party may notify the other Party to this Framework Agreement of a change to its name, relevant person, address or e-mail address for the purposes of Section 19.1.

21. **Governing Law and Dispute Resolution**

21.1 This Framework Agreement shall be governed by and construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this Framework Agreement shall be governed by and construed in accordance with English law. Any dispute controversy or claim arising out of, or relating to this Framework Agreement or the breach, termination or invalidity hereof or any non-contractual obligations arising out of or in connection with this Framework Agreement which cannot be amicably settled, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as in force and effect on the date of this Framework Agreement. There shall be one (1) arbitrator, and the appointing authority for the purposes of the UNCITRAL Rules shall be the LCIA (London Court of International Arbitration). The seat and place of arbitration shall be London, England and the English language shall be used throughout the arbitral proceedings. The Parties hereby waive any rights under the Arbitration Act 1996 or otherwise to appeal any arbitration award to, or to seek determination of a preliminary point of law by, the courts of England or elsewhere. The arbitrator shall not be authorised to grant, and the Contractor agrees that it shall not seek from any judicial authority, any interim measures or pre-award relief against the Bank, any provisions of the UNCITRAL Arbitration Rules notwithstanding.

21.2 Nothing in this Framework Agreement shall be construed as a waiver, renunciation or modification by the Bank of any immunities, privileges and exemptions of the Bank accorded under the Agreement Establishing the European Bank for Reconstruction for Development, international convention or any applicable law. Notwithstanding the foregoing, the Bank has made an express submission to arbitration under Section 20.1 of this Framework Agreement and accordingly, and without prejudice to its other privileges and immunities (including, without limitation, the inviolability of its archives), it acknowledges that it does not have immunity from suit and legal process under Article 5 (2) of Statutory Instrument 1991, No. 757 (The European Bank for Reconstruction and Development (Immunities and Privileges) Order 1991), or any similar provision under English law, in respect of the enforcement of an arbitration award duly made against it as a result of its express submission to arbitration pursuant to Section 20.1 of this Framework Agreement.

22. **Miscellaneous**

22.1 This Framework Agreement supersedes any previous conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) whatsoever whether oral or written, and represents the entire understanding between the Parties, in relation to the subject matter of this Framework Agreement. No variation to this Framework Agreement shall be of any effect unless it is agreed in writing and signed by or on behalf of each Party.

22.2 Termination or expiration of all or part of this Framework Agreement shall not affect either of the Party's accrued rights or liabilities or affect the coming into force or the continuance in force of Sections 6-7, 9-10, 14, 17-21 which shall continue to be in force on or after the termination or expiration of the Framework Agreement.

22.3 Neither Party shall be entitled to assign or transfer its rights or obligations under this Framework Agreement to any third party without the prior consent of the other Party. This Framework Agreement shall be binding upon the successors and permitted assigns of the Contractor.
22.4 No omission to exercise or delay in exercising on the part of any Party to this Framework Agreement any right, power or remedy provided by law or under this Framework Agreement shall constitute a waiver of such right, power or remedy or any other right, power or remedy or impair such right, power or remedy. Any waiver of any right, power or remedy under this Framework Agreement must be in writing and may be given subject to any conditions thought fit by the grantor.

22.5 Notwithstanding that the whole or any part of any provision of this Framework Agreement may prove to be illegal or unenforceable the other provisions of this Framework Agreement and the remainder of the provision in question shall remain in full force and effect.

22.6 The Bank may at any time, without notice to the Contractor, set off any liability of the Contractor to the Bank against any liability of the Bank to the Contractor, whether any such liability is present or future, liquidated or unliquidated, under this Contract or not and irrespective of the currency of its denomination. If the liabilities to be set off are expressed in different currencies, the Bank may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Bank of its rights under this Section 22.6 shall be without prejudice to any other rights or remedies available to it under this Framework Agreement or otherwise.

22.7 Each Party shall at all times act as independent parties and nothing contained in this Contract shall be construed or implied to create an agency or partnership. Neither Party shall have the authority to agree to or incur expenses on behalf of the other except as may be expressly authorised by this Framework Agreement.

22.8 Provided that the terms and conditions of this Framework Agreement do not prescribe otherwise, nothing in this Framework Agreement is intended to confer on any person any right to enforce any term of this Framework Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorised representatives, have caused this Framework Agreement to be signed as of the date first above written.

SIGNED by for and on behalf of
European Bank for Reconstruction and Development

SIGNED by for and on behalf of
[INSERT]

_________________________________  ___________________________________
Name:  Name:
Position:  Position:
Schedule 1

Services, Specifications and Acceptance
By this Call-Off Notice and in accordance with the terms and conditions of the Framework Contract PURxxxx/xx dated [INSERT], the EBRD requests [INSERT], to provide Services in connection with the Assignment identified below:

| Services requested: | The Contractor shall provide the following Services to the Customer Party from [INSERT DATE]:
|                  | (a) [DESCRIPTION OF SERVICES];
|                  | (b) [DESCRIPTION OF SERVICES]
|                  | The Contractor shall ensure that the Services comply with the above descriptions and specifications in addition to any applicable descriptions and specifications set out in Schedule.

| Purchase Order Number: | [ ]

| Timetable | The Services shall be [completed by [INSERT DATE] OR performed in accordance with the following timetable:
| MILESTONE | DUE DATE

| Location | The Contractor shall provide the Services at the following premises of the EBRD: [INSERT]

| Charges | The Charges for the Services shall be [as set out in Schedule [ ] to the Framework Agreement OR [INSERT [£FIGURE] OR [METHOD OF CALCULATION]].

| Payment | The Charges for the Services shall be payable in [INSERT CURRENCY].
|         | The Supplier shall invoice the Customer Party for the Charges in accordance with Schedule 3 of the Framework Agreement

5. ADDITIONAL TERMS

Please confirm acceptance of this Call-Off Notice by e-mail: cpuinbox@ebrd.com
for the attention of: [INSERT]
Schedule 3

Charges

Fee Rates

Payment Schedule and Rules for the Preparation of Invoices

The following points shall be observed when submitting invoices for payment:

(i) all invoices shall be addressed and sent to: Invoice Control, the European Bank for Reconstruction and Development, One Exchange Square, London EC2A 2JN, UK;
(ii) the contract number and if applicable purchase order number and the name of the Bank's Representative shall be quoted on the invoice;
(iii) invoices shall be marked to show the Contractor's business address, invoice number and date. The name and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice;
(iv) the Bank will only make payments after the original signed copy of the relevant Call-Off Notice has been returned to the Bank's Corporate Procurement Unit and only on submission of original invoices and original supporting receipts (no faxes or copies shall be acceptable);
(v) full details of the bank account, where payment shall be made must be supplied on the invoices, including currency of the account;
(vi) period during which Services were performed must be stated;
(vii) any change to an assignment necessitating an amendment of the Call-Off Notice should be completed prior to submission of an invoice;
(viii) The last of the invoices (or, as the case may be, the only invoice) issued by the Contractor for the Services shall be called the 'Final Invoice' and shall be indicated as such. The final invoice shall not be issued until all the Contractor's obligations for performing the Services have been satisfactorily fulfilled. The final invoice must be submitted within three (3) months of the completion of the Services;
(ix) prior to issuing the first invoice, the Contractor should confirm with the Bank whether VAT can be charged or whether the invoice(s) should be zero rated for VAT purposes due to the Bank's privileges and immunities.
(x) any applicable VAT charged by Contractor shall be separately itemised on the invoices.