

**DATED**

**NATIONAL FRAMEWORK PARTNERSHIP LTD**

**and**

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**JOINING AGREEMENT**  
**relating to a Framework Agreement for**

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**THIS AGREEMENT** is made on the

**BETWEEN:**

- (1) **National Framework Partnership Ltd** (company number 11217682) whose registered office is at International House, 24 Holborn Viaduct, London, EC1A 2BN (“**NFP**”); Hyde Housing Association limited (an exempt charity and registered society, as defined in section 1(1) of the Co-Operative and Community Benefit Societies Act 2014, with registered number IP18195R) whose registered office is at 30 Park Street, London, SE1 9EQ (“**the Authority**”); and
- (2) \_\_\_\_\_ (company Number \_\_\_\_\_) whose registered office is at \_\_\_\_\_ (**the “Contracting Body” or “Authorised User”**).

**WHEREAS:**

- (1) This Agreement is made pursuant to a framework agreement between NFP, the Contractor(s) named therein and the Authority.
- (2) The Authority wishes to grant the Contracting Body/ Authorised User the right to enter into a Call Off Contract with the appointed Contractor(s) under the Framework Agreement and in accordance with the project details, as stated within Appendix A.
- (3) The Contracting Body/ Authorised User is a Contracting Authority.
- (4) If stated in clause 1.2, The Contracting Body agrees to pay a Joining Fee to NFP (if applicable) in accordance with the provisions of this Agreement.
- (5) The Contracting Body acknowledges that the Authority has appointed NFP to manage the operation of the Framework Agreement, and that in consideration of the performance of its obligations under the Framework Agreement NFP which may include fees (as defined in the Framework Agreement) payable by the Contractor in accordance with the provisions of the Framework Agreement. The Contracting Body acknowledges that if applicable, any such Monthly NFP Fees shall be calculated as a percentage of the sums payable to the Contractors under the terms of Call off Contracts awarded to the Contractors for the duration of the call off under the Framework Agreement.

**NOW THIS AGREEMENT WITNESSETH** as follows:

**1. Definitions**

1.1 Where the Framework Agreement assigns a meaning to any word or expression which is used in this Agreement, the same meaning shall, unless the context otherwise requires and unless defined hereunder, be given to it in this Agreement.

1.2 In this Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

**“Agreement Period”** means the period commencing on the date of this Agreement and ending at the end of the Framework Term or upon the Revocation Date, whichever is the earlier;

**“Joining Fee”** means the sum of (including VAT).

**“Revocation Date”** means the date on which the Contracting Body receives written notice from the Authority in accordance with the provisions of Clause 4.2 of this Agreement that the Contracting Body’s right to enter into Call off Contracts pursuant to the Framework Agreement has been revoked by the Authority;

1.3 In this Agreement, unless the context otherwise requires:

1.3.1 the headings are included for convenience only and shall not affect the interpretation of this Agreement;

1.3.2 the singular includes the plural and vice versa;

1.3.3 a gender includes any other gender;

1.3.4 a reference to a person' includes any individual, firm, partnership, company and any other body corporate;

1.3.5 a reference to a statute, statutory instrument or other subordinate legislation (**“Legislation”**) is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification; and

1.3.6 a reference to specific standards, codes of practice, guideline, rules and/or schemes shall be construed as including all amendments, modifications, supplements, re-drafts and/or substitutes thereto.

## 2. **Right to Enter into Call-Off Contracts**

In consideration of the covenants made by the Contracting Body under this Agreement, the Authority grants to the Contracting Body for the duration of the

Agreement Period the right under the Framework Agreement to enter into a Call Off Contract with Contractor(s).

### **3. Compliance with Obligations**

- 3.1 The Contracting Body covenants with Authority that the Contracting Body will duly discharge, perform and observe all the liabilities, obligations and stipulations of the Contracting Body and NFP under any Call Off Contracts it enters into pursuant to the Framework Agreement and will keep Authority and NFP duly and effectually indemnified against all actions, proceedings, claims, demands, costs, damages, penalties and expenses whatsoever under or in respect of any such Call Off Contracts.
- 3.2 The Contracting Body covenants with the Authority and NFP that the Contracting Body shall comply with those obligations in the Framework Agreement that are expressed to be obligations of a Contracting Body in respect of the Call off Contracts awarded by the Contracting Body.
- 3.3 The Contracting Body must confirm the Contractor that they select in Appendix A, to place the order pursuant to this Framework Agreement and subject to any obligations within.

### **4. Revocation**

- 4.1 The Authority may revoke the Contracting Body's right to enter into Call Off Contracts pursuant to the Framework Agreement if:
- 4.1.1 the Contracting Body commits a material breach of the provisions of this Agreement; and/or
  - 4.1.2 the Contracting Body commits a material breach of the provisions of the Framework Agreement.
  - 4.1.3 the Contractor commits a material breach of the provisions of the Framework Agreement.
- 4.2 If Authority or NFP wishes to exercise its right under Clause 4.1, it must serve a written notice within 90 days on the Contracting Body stating that the Contracting Body's right to enter into Call Off Contracts pursuant to the Framework Agreement has been revoked by Authority.
- 4.3 Following the Revocation Date, the Contracting Body shall not be entitled to enter into any new Call Off Contracts pursuant to the Framework Agreement.

4.4 In no event shall revocation referred to in clause 4.1 be deemed to affect or amend in any way any Call Off Contracts entered prior to the Revocation Date.

## **5. Provision of Information**

5.1 The Contracting Body shall, within five (5) days of any request from NFP, provide NFP with copies of all invoices the Contracting Body has received from the Contractors pursuant to the terms of Call off Contracts, together with such other information as NFP may reasonably require in connection with such Call off Contracts.

## **6. Payment of Joining Fee**

6.1 The Contracting Body acknowledges that this framework fee is in accordance with clause 1.2.

## **7. Assignment and Novation**

7.1 The Authority may, at any time, assign, novate, charge or transfer its interest in this Agreement and/or any rights arising under it to any party without the consent of the Contracting Body being required.

7.2 The Contracting Body shall not assign, novate, charge or transfer its interest in this Agreement and/or any rights arising under it to any party without the prior written consent of the Authority and NFP.

7.3 NFP shall not assign, novate, charge or transfer its interest in this Agreement and/or any rights arising under it to any party without the prior written consent of the Authority.

## **8. No Agency, Partnership or Joint Venture**

Nothing contained in this Agreement shall be construed as creating an agency, partnership or joint venture relationship between the Parties.

## **9. Confidentiality**

9.1 The Contracting Body shall procure that their employees and any subcontractors keep secret and do not disclose any information of a confidential nature obtained by them by reason of this Agreement. This obligation shall not apply to information:

9.1.1 which is in the public domain or is trivial or cannot reasonably be considered to be confidential; or

9.1.2 which the Contracting Body is required to disclose as a matter of law or in

discharge of its obligations of public accountability and freedom of information.

**10. General**

- 10.1 This Agreement is supplemental to the Framework Agreement and the provisions thereof shall apply hereto insofar as they are necessary to give effect to this Agreement.
- 10.2 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. (or Scotland if appropriate)

**IN WITNESS** whereof the parties hereto have entered into this Agreement on the day in the year first before written

Executed by \_\_\_\_\_ ) or Seal  
acting by: \_\_\_\_\_ )

Authorised Signatory

Executed by **NATIONAL FRAMEWORK PARTNERSHIP LTD** )  
acting by: \_\_\_\_\_ )

Authorised Signatory

Executed by **HYDE HOUSING ASSOCIATION LIMITED** )  
acting by: \_\_\_\_\_ )

Authorised Signatory

## APPENDIX A – APPOINTMENT

We, the undersigned, confirm that the Contracting Authority is using the Hyde Framework and is entering into a contract with the Contractor/Law-Firm/Consultant for these services. It is acknowledged that all named services are applicable between the call-off dates (and any subsequent extensions) unless otherwise specified within this document.

### Project Details

Project reference number (if known)  
Brief for the purposes of the Call-off

### Contract Details

Call off commencement date  
Call off Duration (Months)  
Estimated Total Value (Ex Vat)  
Framework T&C's or bespoke?  
Does this Call-Off contain any exclusions?

### Invoice details (if utilising a development Framework)

Executed by )  
acting by: )

Authorised Signatory

Executed by ) or Seal  
acting by: )

Authorised Signatory