

London Borough of Haringey

FRAMEWORK JOINING AGREEMENT

DATED THE DAY OF 202[]

BETWEEN

(1) The Mayor and Burgesses of the London Borough of Haringey

AND

(2) [Insert *Additional Client*]

***JOINING AGREEMENT* FOR LONDON CONSTRUCTION PROGRAMME FRAMEWORKS
THE LONDON BOROUGH OF HARINGEY**

THIS JOINING AGREEMENT is made this day of 202[]

BETWEEN

- (1) **The Mayor and Burgesses of the London Borough of Haringey** of Civic Centre, High Road, Wood Green, London, N22 8LE (the "**Client**"); and
- (2) **[insert Additional Client]** of **[insert address]** (the "**Additional Client**"), each a "Party" and together the "Parties"

WHEREAS:

- (A) The London Borough of Haringey, the *Client*, has established multiple frameworks (listed at Schedule 2 and together, the "**Frameworks**") for the procurement of various works and services across Greater London and the Home Counties.
- (B) The *Client* requires that any *Additional Client* that wishes to use any of the Frameworks established by the *Client*, enters into an agreement with the *Client*.
- (C) This agreement is a *Joining Agreement* for the purpose of awarding *Project Contracts* under each of the Frameworks.

IT IS HEREBY AGREED:

1 INTERPRETATIONS

- 1.1 This *Joining Agreement* is supplemental to the individual terms of each of the *Framework Alliance Contracts*. Any terms which are not separately defined herein shall be construed in accordance with the definitions set out in the Framework Alliance Contracts as the context dictates. Terms that are specifically defined in the Framework Alliance Contracts are in italics throughout this document.
- 1.2 The following terms and expressions shall have the meanings ascribed:

"Alliance Manager" means the London Construction Programme (LCP), on behalf of the London Borough of Haringey or any person appointed to undertake the role of *Alliance Manager* pursuant to the *Framework Alliance Contract*;

"Alliance Members" means those parties identified as such in the *Framework Alliance Contract* including (for the avoidance of doubt) the *Client* and *Alliance Manager*;

"Default" means any material breach of the obligations of either party (including but not limited to fundamental breach or breach of a fundamental term) or any material default, act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of (i) this *Joining Agreement* and in respect of which such party is liable to the other or (ii) any LCP Framework or (iii) any *Project Contract* as the case may be;

"Framework Alliance Contracts" – the framework alliance contracts entered into between the *Alliance Members* in respect of each of the Frameworks and "Framework Alliance Contract" shall

mean any one of them;

"Fully Indemnify" means fully indemnified on an on-demand basis from and held blameless against all actions, costs, claims, demands, expenses, liability, losses, damages, proceedings, charges and expenses whatsoever in respect of the matter referred to;

"Joining Agreement" or "Agreement" means this agreement, comprised of the Clauses, the Schedules and any Appendix hereto;

"KPI" – Key Performance Indicators used to monitor Supplier Alliance Members' performance, which can be found in Appendix 1 - Success Measures – Key Performance Indicators and Actions;

"LCP Platform" means the LCP Performance Management Solution used to monitor and operate the Framework Alliance Contract;

"LCP Framework User Information Pack" means a pack of information provided to the *Additional Client* by the *Alliance Manager* in order to facilitate its use of the Frameworks;

"Levy Charges" means the Levy payable by the *Supplier Alliance Member* to the *Alliance Manager* on entering into a *Project Contract* with an *Additional Client*, which shall be calculated in accordance with the terms of the relevant *Framework Alliance Contract(s)*;

"Management Reports" has the meaning given in Clause 5.1;

"Project Brief" means the invitation to enter either *Competitive Award Procedure* or *Direct Award Procedure* in relation to any contract which may be awarded under any Framework to a *Supplier Alliance Member* who is a party to the relevant *Framework Alliance Contract*;

"Project Contract" means a contract awarded by the *Additional Client* to any *Supplier Alliance Member* in respect of a project and in accordance with the procedures described in the each *Framework Alliance Contract*

"Services" means any of the services to be performed by a *Supplier Alliance Member* as part of a *Project Contract* for the *Additional Client*;

"Supplier Alliance Members" means those parties identified as such in the *Framework Alliance Contracts* and "*Supplier Alliance Member*" shall mean any one of them as the context dictates.

1.3 As used in this *Joining Agreement*:

- (a) the masculine includes the feminine and the neuter; and
- (b) the singular includes the plural and vice versa.

1.4 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or similar instrument as amended by any subsequent statute, enactment, order, regulation or similar instrument or as contained in any subsequent re-enactment thereof.

1.5 Headings are included in this *Joining Agreement* for ease of reference only and shall not affect the interpretation or construction of this *Joining Agreement*.

- 1.6 References to Clauses, Schedules and Appendices are, unless otherwise provided, references to Clauses of and Schedules and Appendices to this *Joining Agreement*. In the event and to the extent only of any conflict between the Clauses and the Schedules, the Clauses shall prevail.

2. SCOPE OF THIS AGREEMENT

- 2.1 Subject to the terms of this *Joining Agreement* and the *Framework Alliance Contract* the *Additional Client* shall become a party to each of the *Framework Alliance Contracts* in the role of an *Additional Client* and in accordance with Schedule 1 to this Agreement and assumes all of the rights and obligations of an *Alliance Member* under each of the *Framework Alliance Contracts*.
- 2.2 The *Client* may by notice to the *Additional Client* amend the scope of this *Joining Agreement* to include additional frameworks it establishes from time to time and Schedule 2 (and consequentially the definition of "Frameworks") shall be deemed to be amended to include the details of such additional frameworks.

3. INDEMNITY

- 3.1 Subject to clause 3.9 below, the *Additional Client* acknowledges and agrees to Fully Indemnify the *Client* against all actions, claims, costs, losses, expenses incurred directly or indirectly, additional operational and administrative costs and expenses and/or expenditure or charges and damages brought against or suffered by the *Client* arising out of this *Joining Agreement* or under any *Framework Alliance Contract*, except where such actions, claims, costs, expenses and damages are brought against or suffered by the *Client* due to the negligence of the *Client*.
- 3.2 The *Additional Client* agrees and acknowledges that where the *Client* is found liable for any actions, claims, costs, expenses incurred directly or indirectly, additional operational and administrative costs and damages brought against or suffered by it that arise in part due to negligence, Default, fraud, or breach of contract by the *Additional Client* then the *Additional Client* shall Fully Indemnify the *Client* in respect of that part of the actions, claims, costs, expenses and damages which they have caused or are responsible for.
- 3.3 Neither Party excludes or limits liability to the other Party for death or personal injury or for any liability which occurs as result of its fraudulent actions arising under this *Joining Agreement*.
- 3.4 Subject always to Clause 3.3 in no event shall the *Client* be liable to the *Additional Client* for:
- (a) loss of profits, business, revenue, goodwill or anticipated savings; and/or
 - (b) indirect or consequential loss or damage.
- 3.5 The *Additional Client* acknowledges that the *Client* shall not have any liability, either under this *Joining Agreement* or otherwise, in respect of the provision of Services by any *Supplier Alliance Member* supplying services to the *Additional Client*.
- 3.6 The *Additional Client* acknowledges that the *Client* shall not have any liability, either under this Agreement or otherwise, in respect of the suitability of the terms of the *Framework Alliance Contract* or the suitability of the *Supplier Alliance Members* to perform the Services and that the *Additional Client* shall have satisfied itself of such suitability.
- 3.7 The *Additional Client* expressly acknowledges that it has entered into this *Joining Agreement* freely

and with full knowledge of its terms and in particular the provisions of this Clause.

- 3.8 The Parties expressly agree that should any limitation or provision contained in this Clause 3 be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any Party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.
- 3.9 The Parties shall take all reasonable steps to mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this *Joining Agreement* and shall take all reasonable steps to minimise and mitigate any effects or circumstances and/or events adversely affecting the performance of their obligations under this *Joining Agreement* which would otherwise entitle that Party to relief and/or to claim compensation hereunder.
- 3.10 Except as provided in Clause 3.3, the *Client* shall not have any liability to the *Additional Client* whether in contract, tort (including negligence) or otherwise in respect of any legal action or other proceedings relating to the subject matter of this *Joining Agreement*.
- 3.11 Where relevant to the subject-matter of the Framework and the works being undertaken pursuant to any Project Contract entered into by the *Additional Client*, the *Additional Client* shall be responsible for ensuring that, where applicable, it complies with its obligations under section 20 of the Landlord and Tenant Act 1985 and the *Client* shall have no responsibility for any act or omission on the *Additional Client's* part in respect of such obligation.
- 3.12 The *Additional Client* shall be responsible for ensuring that, it complies with its obligations under the Public Contracts Regulations and the *Client* shall have no responsibility for any act or omission on the *Additional Client's* part in respect of such obligation.
- 3.13 The *Client* acknowledges that the *Additional Client* is not under any obligation to award any Project Contracts under any of the Frameworks.
- 3.14 The *Additional Client* agrees that it will provide information in response to requests from the *Client* that are necessary to ensure robust management of the KPIs of each of the Frameworks, within no more than 14 days from the date of the *Client's* request.
- 3.15 The *Additional Client* agrees that it is unable to suspend or terminate the employment of any *Supplier Alliance Member* from any of the Frameworks and that any such action can only be undertaken by the *Client* or *Alliance Manager*.

4. TERMINATION

4.1 Rights of termination

- (a) Either Party may at any time by giving 10 days' notice in writing to the other Party terminate this *Joining Agreement* for any reason.
- (b) Either Party may at any time by notice in writing to the other Party terminate this *Joining Agreement* and, consequently, the *Additional Client's* membership of each of the *Framework Alliance Contracts* forthwith if the other is in Default of any obligation under this *Joining Agreement*, any of the *Framework Alliance Contracts* or a *Project Contract* (as the case may be) and:
- (i) the Default is capable of remedy and that Party shall have failed to remedy the Default within thirty (30) calendar days of receipt of written notice to it specifying the Default and requiring its remedy;

or

- (ii) the Default is not capable of remedy.

4.2 Following Termination

- (a) Termination of this *Joining Agreement* shall be without prejudice to any *Project Contracts* executed prior to termination which would continue in full force and effect in accordance with their terms;
- (b) Termination of this *Joining Agreement* in accordance with this Clause 4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party.
- (c) The provisions of Clauses 1, 3, 4, 5, 6, 11, 13, 14, and the provisions of all Schedules shall survive the termination of this *Joining Agreement*.
- (d) For the avoidance of doubt, the provisions of Clause 4.2(a), (b) and (c) shall apply to any termination of this *Joining Agreement* which may be affected pursuant to Clause 4.1.

- 4.3 Where the *Client* terminates a the *Framework Alliance Contract* and the *Supplier Alliance Member* and the *Additional Client* decide that the *Supplier Alliance Member* should continue to provide the Services under a *Project Contract*, the *Supplier Alliance Member* and the *Additional Client* shall Fully Indemnify the *Client* against all actions, claims, costs, losses, expenses incurred directly or indirectly additional operational and administrative costs and expenses and/or expenditure or charges and damages brought against or suffered by the *Client* arising as a result of the continuation of the *Project Contract*.

5 PROVISION OF INFORMATION

- 5.1 The *Additional Client* acknowledges that the *Client* shall access the secured LCP Platform to extract necessary information to prepare Management Reports which will be provided to all *Additional Clients* who have signed a *Joining Agreement* to use the *Framework Alliance Contracts*. Management Reports shall include, without limitation, the following details:

- (a) a record of the number of *Project Contracts* issued to or entered into with each *Supplier Alliance Member*;
- (b) a record of any failures by any *Supplier Alliance Member* to provide Services in accordance with the relevant *Project Contracts*.
- (c) benchmark data for *Supplier Alliance Member* performance against each KPI on the *Framework Alliance Contract*.
- (d) benchmark data for *Supplier Alliance Member* fees on all projects.

The *Client* reserves the right to amend the reports to enhance the service provision to *Additional Clients*.

- 5.2 The *Additional Client* will be required to register **all Projects** they intend to procure through any of the *Framework Alliance Contracts*, via the LCP Platform. The LCP Platform will be a working tool for all *Additional Clients*, *Supplier Alliance Members* and the *Alliance Manager*. The *Additional Client* will be required to provide mandatory information regarding the contract award including but not limited to the name of the *Supplier Alliance Member*, the contract sum, the start on site date. Failure

to complete this information will delay further steps in the process such as performance monitoring and issuing invoices to *Supplier Alliance Members*, or processing payments to *Additional Client*. Should the *Additional Client* persistently fail to comply with this requirement, they may have their access to the *Framework Alliance Contracts* pursuant to this *Joining Agreement* suspended or terminated.

- 5.3 The *Client* reserves the right to amend the KPIs at its sole discretion, to further enhance the operation of each of the *Framework Alliance Contracts*.
- 5.4 Without limitation to other remedies that the *Client* may have, failure to provide the information required by the *Client* may result (at the *Client's* discretion) in the suspension of the *Additional Client's* use of the *Framework Alliance Contracts* where the *Additional Client* has been notified of the failure to provide the required information.
- 5.5 The *Additional Client* is not required to provide information where the *Additional Client* has not entered into any *Project Contracts* or no *Project Contracts* are active in that reporting period.
- 5.6 The *Additional Client* must obtain for itself, at its own responsibility and expense, all information necessary prior to entering into a *Project Contract*. Information supplied to the *Additional Client* (including without limitation the LCP Framework User Information Pack) by the *Client* or contained in the *Client's* publications is for general guidance. The *Additional Client* must satisfy itself by its own investigations as to the accuracy and compliance of any such information.

6 WARRANTIES AND REPRESENTATIONS

- 6.1 Each Party warrants and represents to the other that it has full capacity and authority and all necessary consents to enter into and to perform this *Joining Agreement* and each of the *Framework Alliance Contracts* and that this *Joining Agreement* is executed by the duly authorised representatives of the Parties.
- 6.2 The *Additional Client* warrants that prior to the date of this Agreement it has received the relevant LCP Framework User Information Pack and has carried out all necessary due diligence upon the information contained within it and is content that the *Framework Alliance Contracts* comply with its requirements.
- 6.3 Except as expressly stated in this *Joining Agreement*, all warranties and conditions of the *Client*, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are hereby excluded to the fullest extent permitted by law.

7 CONFIDENTIALITY

- 7.1 The *Additional Client*, except as otherwise permitted in this *Joining Agreement*, will not without the prior written consent of the *Client*, publish or disclose to any person, or permit any such disclosure by any of its agents, servants, employees or sub-contractors, the contents of the *Framework Alliance Contracts* or any confidential information received by it in relation to and including the *Framework Alliance Contracts* or the *Client's* or the relevant *Supplier Alliance Member's* business generally.
- 7.2 The *Additional Client* will ensure that all persons engaged by it in relation to the use of any of the *Framework Alliance Contracts*, including, but without limitation to, any of the *Additional Client's* agents, servants, employees or sub-contractors are notified of the requirement to keep confidential any

documents or other information relating to and including the *Framework Alliance Contracts* or the *Client's* or the relevant *Supplier Alliance Member's* business generally.

- 7.3 Where the *Client* requires, the *Additional Client* shall destroy any confidential information and copies of the *Framework Alliance Contracts* including, but not limited to electronic copies of the same. The *Additional Client* and its personnel will ensure that such destruction is effective and total.
- 7.4 The *Additional Client* will indemnify and keep indemnified the *Client* against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the *Additional Client* of this Clause 7.
- 7.5 The *Additional Client* will not and will ensure that its personnel do not divulge to any third party any information which comes into its or their possession pursuant to and including the details of the *Framework Alliance Contract* and/or any information received by it in relation to the *Client's* or the *Additional Client's* business generally.
- 7.6 Clause 7.1 shall not apply to the extent that:
 - 7.6.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure pursuant to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004;
 - 7.6.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 7.6.3 such information was obtained from a third party without obligation of confidentiality;
 - 7.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this *Joining Agreement*; or
 - 7.6.5 it is independently developed without access to the other Party's confidential information.
- 7.7 The *Framework Alliance Contract* is proprietary to the *Client*, and the *Additional Client* acknowledges that no disclosure of the *Framework Alliance Contract* terms by the *Client* gives the *Additional Client* any intellectual property rights of any kind in relation to the *Framework Alliance Contract* terms. The *Additional Client* also agrees that the *Client* will own any copies of all or any part of the *Framework Alliance Contract* documents that the *Additional Client* make use of and the *Additional Client* will label any copies with a notice that they are the *Client's* property.

8 AWARD PROCEDURES

- 8.1 The *Additional Client* shall be entitled at any time during the term of this *Joining Agreement* to invite any *Supplier Alliance Member* to enter a *Competitive Award Procedure* or a *Direct Award Procedure* as detailed in Schedule 4 to each *Framework Alliance Contract*.
- 8.2 The *Additional Client* shall carry out all *Competitive Award Procedures* and *Direct Award Procedures* entirely at its own expense in accordance with the procedures contained within the relevant *Framework Alliance Contract* and the LCP Framework User Information Pack.
- 8.3 Each of the *Framework Alliance Contracts* operates a "Reserve List" and a set of key performance indicators as set out more fully in the relevant *Framework Alliance Contracts*. This means there may be changes to the list of *Supplier Alliance Members* that are available to be allocated a *Project*

Contract pursuant to any of the *Framework Alliance Contracts* during their term, at any given time. Where the *Additional Client* uses their own procurement system to run the *Award Procedure*, they will obtain an up-to-date supplier list from the *Alliance Manager* for this purpose, to ensure only *Supplier Alliance Members* who are eligible to bid, do so, and to ensure that suppliers are performance managed in accordance with each of the *Framework Alliance Contracts'* objectives and terms.

- 8.4 Subject always to Clause 3, the *Additional Client* agrees to Fully Indemnify the *Client* in respect of any material losses it may suffer as a result of the *Additional Client* failing to comply with the terms of the *Framework Alliance Contract*.
- 8.5 Whilst the *Alliance Manager* carries out annual financial assessment of the *Supplier Alliance Members*. It is the responsibility of the *Additional Client* to undertake assessments, at the point of tendering, of *Supplier Alliance Members'* financial standing and capacity to deliver and neither the *Client* nor the *Alliance Member* shall have any liability to the *Additional Client* whatsoever in respect of any statements made or implied regarding the financial standing and capacity of a *Supplier Alliance Member*.
- 8.6 The *Additional Client* acknowledges that it is independently responsible for the conduct of its award of any *Project Contract* under the *Framework Alliance Contract* and that the *Client* is not responsible or accountable for and shall have no liability whatsoever in relation to the performance or non-performance of any *Project Contract* between the *Additional Client* and any *Supplier Alliance Member*.

9 CHARGES FOR SUPPLIER ALLIANCE MEMBER SERVICES

- 9.1 The payments due and payable to a *Supplier Alliance Member* for the performance of any Services for the *Additional Client* under any *Project Contract* shall be as calculated in accordance with the provisions of the relevant *Project Contract*.

10 LCP FRAMEWORK SERVICES

- 10.1 The *Alliance Manager* shall provide the following (in addition to granting access to the *Framework Alliance Contracts*) to the *Additional Client* free of charge:
- (a) LCP Framework User Information Pack (which is provided for information only); in addition, provide an optional suite of template documents for use at award stage (these are not mandatory);
 - (b) facilitate the *Additional Client* and the *Supplier Alliance Member's* operation of the *Framework Alliance Contracts*;
 - (c) Provide guidance to the *Additional Client* during the course of this *Joining Agreement* in relation to the use of the *Framework Alliance Contracts*;
 - (d) Undertake periodic market engagement events to promote the use of the Framework and build relationships with *Supplier Alliance Members* on the *Framework Alliance Contracts*;
 - (e) Provide training and access to the LCP Platform in order to manage all projects procured via the *Framework Alliance Contracts*.

- 10.2 The *Additional Client* hereby agrees and acknowledges that the *Supplier Alliance Members* shall pay a levy of 0.5% (the *Levy Charge* of each and every total *Project Contract* value, awarded under each *Framework Alliance Contract*, to the *Alliance Manager* as part of the administration of the *Framework Alliance Contracts*. This is regardless of the *Additional Client* entering into a *Project Contract* with the *Supplier Alliance Member* and shall apply to all *Projects* awarded under any of the *Framework Alliance Contracts*.
- 10.3 In respect of the LCP Housing Framework only, the *Alliance Manager* will calculate at the end of each financial year and pay a rebate to the *Additional Client* based on total *Project* values for all *Project Contracts* awarded under the *Framework Alliance Contracts* by the *Additional Client* [on an annual basis running from 1 April to 31 March of each calendar year].
- 10.4 In respect of the LCP Housing Framework only, where the value of an individual *Project Contract* awarded under any of the *Framework Alliance Contracts* by the *Additional Client* or the cumulative value of *Project Contracts* awarded under any of the *Framework Alliance Contracts* by an *Additional Client* is equal to or greater than £20,000,000 (Twenty Million Pounds) in any financial year (running from 1 April to 31 March), the *Alliance Manager* will pay to the *Additional Client* 0.1% of the total value of the *Project Contracts* awarded by the *Additional Client*.

Example for illustrative purposes only with no contractual effect:

Additional Client's cumulative spend in a financial year = £30,000,000

Additional Client rebate payment from the *Alliance Manager* = £30,000

11 TERM

- 11.1 The *Joining Agreement* shall commence on the date of signing of the agreement by the *Additional Client* and shall continue in force until such time as either Party terminates this *Joining Agreement* pursuant to clause 4 above..

12 SEVERABILITY

- 12.1 If any provision of this *Joining Agreement* shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability or legality of the remaining provisions of this *Joining Agreement*.

13 WAIVER

- 13.1 A failure by the *Client* at any time to enforce the provisions of this *Joining Agreement* or to require performance by the *Additional Client* of any of the provisions of this *Joining Agreement* will not be construed as a waiver of any such provision and will not affect the validity of this *Joining Agreement* or any part thereof or the right of the *Client* to enforce any provision in accordance with its terms.

14 ENTIRE AGREEMENT

- 14.1 This *Joining Agreement* and each *Framework Alliance Contract* constitutes the entire understanding between the Parties relating to the subject matter of this *Joining Agreement* and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings,

negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either Party.

15 THE SCHEDULES

- 15.1 The *Client* and the *Additional Client* each agree that any contractual terms set out in each of the Schedules to this *Joining Agreement* shall apply.
- 15.2 The details of the lots/sub-lots comprising each of the *Framework Alliance Contracts* and *Supplier Alliance Members* are set out in Schedule 2. The activities of the *Core Group* and the obligation to the *Additional Client* should they become a member of the *Core Group* are set out in Schedule 3. Schedule 4 sets out that the *Additional Client* agrees to the *Client* using its logo for promotional purposes. Schedule 5 contains the terms of reference for the *Client's* brokering service.

16 CONTRACTS (RIGHTS OF THIRD PARTIES)

Unless expressly stated otherwise, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this *Joining Agreement* and no person who is not a party to this *Joining Agreement*.

17 LAW AND JURISDICTION

- 17.1 This *Joining Agreement* shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1

NAME AND ADDRESS OF *ADDITIONAL CLIENT*

Name of *Additional Client*:

Address of *Additional Client*:

Contact Details for Authorised Officer:

***Additional Client's* Core Group Members:**

Name:

Job Title:

The *Additional Client's* details for the purposes of clause 1.9.3 of the *Framework Alliance Contract* are:

[Insert postal address for purpose of service of notices]

[Insert email address for purpose of service of notices]

SCHEDULE 2

LIST OF FRAMEWORKS AND LOTS

HOUSING:

Sub-lot no.	Value Bands	Minimum Annual Turnover Threshold	Company size range	No. appointments	Reserve List appointments
1.1	New housing £5m - £15m	£10m £30m	Small Medium/Large	4 6	10
1.2	New housing £10m-£25m	£30m £50m	Medium Large	4 6	10
1.3	New housing £20m+	£50m	Large	5	5
1.4	New housing Single Stage tendering (£5m+)	£10m	Small/Medium/Large	3	3
1.5	MMC (£5m+ contracts)	£10m	Small/Medium/Large	5	5
1.6	Passivhaus or equivalent (£5m+)	£10m	Small/Medium/Large	3	3
2.1	Planned maintenance and fire safety works (£1m+)	£4m £10m £30m	Micro-SME Small Medium/Large	3 3 6	12
2.2	Retrofit, refurbishment and adaptations	£4m £10m £30m	Micro-SME Small Medium/Large	3 3 6	12
2.3	Multi-use Lot (£1m+)	£4m £10m £30m £50m	Micro-SME Small Medium Large	3 4 6 8	21

EDUCATION:

Sub-lot no.	Value Bands	Minimum Annual Turnover Threshold	Company size range	Appointments to Main Lot	Reserve List
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1.1	New build £1-£5M	£3m £10m	Micro SME Small and up	5 5	3 3
1.2	New build £5m+	£10m £30m	Small Medium and up	4 4	3 3
1.3	New build Single Stage tendering (£1m+)	£3m	Micro-SME and up	3	3
1.4	MMC and Temporary buildings	£1.5m £3m	Local enterprise Micro SME and up	4 4	3 3
2.1	Retrofit, refurb, remediations, adaptations £1m-£5m	£3m £10m	Micro-SME Small and up	5 5	3 3
2.2	Retrofit, refurb, remediations, adaptations £5m+	£3m £10m	Micro-SME Small and up	5 5	3 3
3.1	Planned component replacement and fire safety £1m-£5m	£3m £10m	Micro-SME Small and up	5 5	3 3
3.2	Planned component replacement and fire safety £5m-£15m	£3m £10m	Micro-SME Small and up	5 5	3 3

General Works:

Sub-lot Name	Sub-lot Description/Value Band	Specific allocations to Sub-lot by Tenderer size	Overall Appointments to Sub- lot	Overall Reserve Numbers for Sub-lot
GN1	Up to £7,500,000	Micro - 3 places	10	4
GN2	£6 m to £15 m	Micro - 2 places Small - 2 places	10	4
GN3	£14 m and above	Small - 2 places	8	4
GNPS	£1 and above	N/A	8	4
GF1	Up to £7,500,000	Micro - 3 places	10	4
GF2	£6 m to £15 m	Micro - 2 places Small - 2 places	10	4
GF3	£14 m and above	Small - 2 places	8	4
GFPS	£1 and above	N/A	8	4
GR1	Up to £7,500,000	Micro - 3 places	10	4

GR2	£6 m to £15 m	Micro - 2 places Small - 2 places	10	4
GR3	£14 m and above	Small - 2 places	8	4
GRPS	£1 and above	N/A	8	4
GP1	Up to £7,500,000	Micro - 3 places	10	4
GP2	£6 m to £15 m	Micro - 2 places Small - 2 places	10	4
GP3	£14 m and above	Small - 2 places	8	4
GPPS	£1 and above	N/A	8	4

Please contact the London Construction Programme – LCP@Haringey.gov.uk for a link to the contractors

Please refer to this link every time you wish to run a tender as the list is dynamic in that contractors may be suspended or promoted from the reserve list and the LCP is not liable if ineligible contractors are used as part of a tender process.

Schedule 3

Core Group

Participation in the Core Group:

The *Additional Client* acknowledges that participation in the *Core Group* established under the *Framework Alliance Contract* is optional but strongly encouraged by the *Client*. The *Core Group* shall consist of representatives of *Additional Clients*, the *Alliance Manager*, *Supplier Alliance Members* and other key stakeholders involved in the execution of the LCP Framework.

Should the *Additional Client* choose to participate in the *Core Group*, they agree to attend and contribute constructively to all meetings as scheduled by the *Alliance Manager* or agreed upon by the members. These meetings may include but are not limited to framework objective and social value progress reviews, risk management, and performance monitoring.

If the *Additional Client* elects not to participate in the *Core Group*, they understand that they may still receive information and updates related to the LCP Framework through alternative channels established by the *Alliance Manager* or designated representatives.

Should the *Additional Client* decide to join the *Core Group* at a later date, they may do so upon providing written notice to the *Alliance Manager*. The *Additional Client's* participation in the *Core Group* shall be subject to the terms and conditions outlined in the LCP Framework and any associated agreements or documents governing the *Core Group's* activities.

Additional Client obligations regarding the *Core Group*:

1. Meetings: The *Additional Client* agrees to attend and contribute constructively to all meetings of the *Core Group* as scheduled by the *Alliance Manager* or agreed upon by the members.
2. Decision-Making: The *Additional Client* understands that the *Core Group* serves as the primary decision-making body responsible for overseeing the implementation and management of the Framework. As such, the *Additional Client* commits to actively engage in collaborative decision-making processes within the *Core Group*, including but not limited to early risk warning, resolving disputes, and allocating resources.
3. Timely Communication: The *Additional Client* shall ensure prompt and transparent communication with other *Core Group* members regarding any issues, concerns, or developments relevant to the execution of the LCP Framework. This includes providing their construction pipeline or construction strategy where possible, and any changes in scope or requirements.
4. Compliance: The *Additional Client* agrees to adhere to all provisions, policies, and procedures outlined in the Framework and any associated agreements or documents governing the *Core Group's* activities. This includes complying with applicable laws, regulations, and industry standards, as well as fulfilling any specific obligations or commitments agreed upon by the *Core Group*.
5. Confidentiality: The *Additional Client* acknowledges the confidential nature of discussions and information shared within the *Core Group* and agrees to maintain strict confidentiality regarding sensitive matters discussed during *Core Group* meetings or communications. This includes exercising discretion in handling proprietary or sensitive information belonging to other *Core Group* members or third parties.
6. Good Faith Cooperation: The *Additional Client* commits to engaging in the *Core Group's* activities with honesty, integrity, and good faith cooperation, with the mutual goal of

achieving the objectives and maximising the benefits of the Framework Contract for all parties involved.

7. Amendment and Termination: The *Additional Client* understands that the obligations outlined in this section regarding the *Core Group* may be amended or terminated only by mutual agreement of the *Core Group* members in accordance with the provisions of the LCP Framework.

By signing below, the *Additional Client* acknowledges receipt and understanding of the foregoing obligations regarding participation in the *Core Group* under the *Framework Alliance Contract* and agrees to ensure that its *Core Group* representative adheres to the above obligations when acting on behalf of the *Additional Client*.

Schedule 4

Marketing Consent Form

The *Additional Client* is giving express permission for the *Client* to use its organisational logo and any publicly available promotional material relating to construction projects procured through the London Construction Programme procurement platforms.

Schedule 5

Brokerage Terms of Reference

Purpose: This document sets out the relationship, roles, responsibilities, and expectations relating to any tenders that are brokered by the *Alliance Manager* on behalf of an *Additional Client*, through The Frameworks.

1. ROLES AND RESPONSIBILITIES

Onboarding of new *Additional Client* (once *Joining Agreements* have been signed)

- *Alliance Manager* to issue onboarding sheet (meeting to discuss can be held if required)
- Upon receipt *Alliance Manager* to coordinate setting up of users and approvers in the platform
- Provide service framework Lot breakdown
- Provide glossary of system terms
- Provide overview of the system

Onboarding activities by the *Additional Client*

- Provide completed onboarding sheet within agreed timescales

Pre-tender activities to be undertaken by *Alliance Manager*

- Agree format of transfer of documentation throughout the process (google drive, WeTransfer etc)
- Provide new tender template to the member
- Provide an up-to-date supplier list split by lots (should there be any contractor removed or added from the reserve list)
- Provide a schedule of rates for the lot
- Quality control checks on the procurement pack which include
 - ⊖ Review of procurement timetable
 - ⊖ Review of the weightings on the quality questions, pricing schedule against the tender template
- Provisions of guidance on best practice, but final decisions made are the sole discretion of the *Additional Client* and or the party acting on behalf of the *Additional Client*
- Prior to tender publication allow *Additional Client* to view the draft configuration via Teams call
- Provide training to specific user groups (Evaluators and Contract managers)

Pre-tender activities to be undertaken by *Additional Client*

- Provide completed list of all users and their roles on the on boarding sheet
- Return completed new tender template form and tender documentation at least 2 working day before tender issue date.
- Where multiple tenders are to be published on the same date documentation must be provided 5 working days before the tender issue date.

Tender and post tender activities to be undertaken by *Alliance Manager*

- Confirmation to member tender is live
- Monitor the level of interest in the tender and make contact with suppliers where low interest identified. We aim to achieve a minimum of three responses per tender
- Monitor clarification questions posted and send clarification tracker to *Additional Client*
- Upload clarification responses on the platform within 1 working day of receipt
- Forward all tender response documentation
- In the event of a technical issue, we will investigate with the technology provider and provide detailed explanation of the event in order for the *Additional Client* to make an informed decision regarding their procurement
- The *Alliance Manager* will carry out a check to ensure all tender response documents requested have been returned if a tender return checklist is provided as part of the tender package
- Add tender evaluation team to mini competition (if applicable)
- Upload quality scores on the platform upon receipt from *Additional Client*
- Issue award notification and/or standstill letters (where applicable) upon receipt from *Additional Client*
- Create the contract record transferring the ownership to the *Additional Client* for agreement approval and contract management. I.e., extensions and variations.

Tender and post tender activities to be undertaken by the *Additional Client*

- Return clarification responses on tracker provided by *Alliance Manager*
- Where additional or updated documents are to be uploaded during the active tender period the *Additional Client* should provide wording explaining the reason for the upload
- Provide *Alliance Manager* and post tender clarification questions and include deadline for supplier response
- Provide quality scores for the quality question responses on each offer
- Provide reasons for rejection of tender responses.
- Provide award and rejection letters including standstill letters where applicable
- Approve Contract record
- Manage the contract including extensions, variations and KPI's

2. EXPECTATIONS AND TIMESCALES

Alliance Manager

- The Alliance Manager will conduct a 'light-touch' review of tender documentation prior to issue to ensure alignment with the platform configuration. However, *Alliance Manager* do not provide procurement advice to *Additional Clients* or sign off any tender documentation
- All clarification requests received before 1pm will be sent to the *Additional Client* the same day, all other clarifications will be forwarded within 24 hours. Clarification responses received before 1pm will be uploaded the same day, all other clarification responses will be uploaded within 24 hours
- Ensure that the tender is delivered in accordance with procurement regulations.

- When active tenders close on or before midday the *Alliance Manager* will forward all offer documents to the *Additional Client* on the same day unless otherwise stated. Where active tenders close later than midday the Alliance Manager reserves the right to forward offer documents the following working day
- Provide a professional service to all stakeholders involved in the process.

Additional Client

- Provide a single point of contact who will be responsible for liaising with the *Alliance Manager* and coordinate any identified tasks above or ad hoc request as required. Alternative contacts to be provided for periods of absence.
- Respond to information required in line with the tender timetable and any additional timescales identified for ad hoc requests
- Respond to clarification messages in a timely manner
- Not to seek to respond to clarification messages or post tender clarifications off system
- Provide quality scores in a clear format, as whole numbers using a pre agreed score range
- Provide any additional post evaluation documents (award notification letters, standstill letters etc) correctly addressed and dated. If documents are to be uploaded the same day, they must be received by the *Alliance Manager* before 1pm
- Not to request to carry out any activities which would compromise the integrity of *the Alliance Manager*.

The *Additional Client* understands the above services are available within the parameters set out in this Schedule and agrees to the obligations therein.

Schedule 6

Success Measures – Key Performance Indicators and Actions

No	Performance Area	What will be measured	Framework or Project Level	KPI Question for Contractor	Frequency	Target
1A	Provision of information to LCP	Response to EOIs	Framework Level	Have you responded to all EOIs that you were issued in the last 12 months?	Annual	Yes
1B	Provision of information to LCP	Response to EOIs	Framework Level	Have you said 'yes' to at least 50% of the EOIs you were issued in the last 12 months, and where declined, provided a full explanation?	Annual	Yes
1C	Provision of information to LCP	Response to EOIs	Framework Level	Have you declined three or more EOIs that you are eligible for, consecutively?	Quarterly	No

1D	Provision of information to LCP	Response to Tenders	Framework Level	Have you responded to all Tenders that you were issued in the last 12 months?	Annual	Yes
1E	Provision of information to LCP	Response to Tenders	Framework Level	Have you bid for at least 50% of the Tenders you were invited to in the last 12 months, and where declined, provided a full explanation??	Annual	Yes
1F	Provision of information to LCP	Response to Tenders	Framework Level	Have you declined three or more Tenders that you are eligible for, consecutively?	Quarterly	No
2	Cost predictability (completion)	Scheme cost variation at completion stage.	Project Level	What was the scheme cost variation at completion stage versus the price at contract award stage?	At handover	5%
3	Time predictability	Predictability of time (pre-construction versus completion)	Project Level	Was your project delivered on time? (Contractor)	At handover	Yes
4	Reportable (RIDDOR) Accidents and Accident Incident Rate (AIR)	Number of reportable RIDDOR accidents	Project Level	How many accidents were reported in the current reporting period	Monthly	0

5	Defects - rate of rectification	Speed of rectification of defects within the 12 month period after completion. From point of identifying a defect, how quickly each defect was rectified (no. of days - equal to or less than 5 days).	Project Level	Where defects have been identified, were they all resolved within 5 days?	Monthly	Yes
6A	Social Value - Section 106	Have you met your Section 106 requirements as per contract?	Project Level	Where Section 106 is applicable, how much of your Section 106 have you delivered against your tendered commitment as a percentage?	At handover	80%
6B	Social Value - any other commitments	Have you delivered all other Social Value commitments as set out in your tender for this project? Measure: £ value against commitment in tender.	Project Level	How much of the social value £ you committed to in your tender has been delivered as a percentage?	At handover	80%
7	Payment for supply chain Tier 2 to 3	Payment within timescale from main contractor to Tier 2 and 3 supply chain in line as described in gov.uk construction supply chain payment charter.	Project Level	What percentage of your payments from main contractor to Tier 2 and 3 supply chain in line as described in gov.uk Construction Supply Chain Payment Charter.	Quarterly	95%

8	Environmental	Number of reportable incidents	Project Level	How many complaints did you get in this reporting period regarding reduction in air, waste, dust and noise pollution?	Quarterly	0
9A	Net Zero - Carbon reduction targets	Carbon reduction targets delivered	Project Level	How much of the carbon reduction target as defined in the contract, was delivered at completion, as a percentage?	At handover	90%
9B	Net Zero - Carbon reduction targets	Carbon reduction targets delivered	Project Level	How much carbon (tonnes) was reduced through this contract? (both operational and embodied)	At handover	For info
9C	Net Zero - Waste onsite	Amount of waste generated onsite vs commitment.	Project Level	What is the number of tonnes of waste avoided due to the Site Waste Management Plan	At handover	For info
9D	Net Zero - Number of Passivhaus or equivalent units Only where applicable to any scheme under Lot 1	No. units certified as passivhaus at completion	Project Level	What is the number of passivhaus units that were certified at completion?	At handover	For info
9E	Biodiversity	Biodiversity Features increased over base rate	Project Level	Have you achieved at least 5 additional biodiversity features (per hectare) on site at completion?	At handover	Yes

	Time predictability	Predictability of time (pre-construction versus completion)	Project Level	Was your project delivered on time? (Member)	At handover	Yes
	Cost predictability (completion)	Scheme cost variation at completion stage	Project Level	Was the project completed within the agreed cost? (Member)	At handover	Yes

In signing this joining agreement, you are accepting the terms and conditions set out in the body of this agreement together with schedules 1 to 6.

IN WITNESS whereof the parties have executed this *Joining Agreement* under hand the day and year first before written.

SIGNED ON BEHALF OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY

by:-

Director

.....

Head of Service

.....

SIGNED ON BEHALF OF (INSERT NAME OF *ADDITIONAL CLIENT*)

by:-

Authorised Officer

.....