

Framework Agreement
for
Consultancy Services

Agreement

THIS FRAMEWORK AGREEMENT is made on **BETWEEN**

The Employer: University College Cork

Principal office of Employer: Buildings & Estates Office, College Road, Cork

AND

The Consultant:

*Registered office of
Consultant:*

THE EMPLOYER AND THE CONSULTANT AGREE as follows:

1. Framework

- 1.1 The Consultant named in the attached Single Supplier Framework rules will provide consultancy services for the Employer.
- 1.2 If, during the **Framework Period** defined in the attached Framework Rules, the Employer needs consultancy services as described in the Framework Rules, the Employer may procure the services by awarding contracts (**Services Contracts**) according to the attached Framework Rules. The Employer may also procure the services in other ways and does not guarantee that any work will be procured under this agreement.

2. Services Contracts

- 2.1 If the Consultant is selected for any services according to the attached Framework Rules, the Employer and Consultant agree to enter a Services Contract in the terms established under this agreement.
- 2.2 Services Contracts will be on the terms of the Standard Conditions of Engagement for Consultancy Services (Technical) as completed by the Employer and the Consultant according to the attached Framework Rules or UCC Direct PO with terms and conditions.
- 2.3 Services Contracts awarded within the Framework Period may be for services that continues after that period.

3. Communications

- 3.1 The Consultant's contact person for communications with the Employer in relation to this agreement and Services Contracts is:

*Name of Consultant's
contact person*

Address

Telephone

Mobile phone

Fax

eMail

If that person (or any subsequent replacement) is no longer able to fulfil the role, the Consultant must promptly appoint a replacement, who must be a director or senior manager of the Consultant, and notify the Employer of the new contact person.

- 3.2 The Employer's contact persons for communications with the Consultant in relation to this

agreement is:

*Name of Employer's
contact person*

Address

Telephone

Fax

Mobile phone

eMail

The Employer may change these details by notice to the Consultant.

4. **Tax Clearance Certificate**

At all times during the Framework Period, the Consultant must hold a valid tax clearance certificate issued by the Revenue Commissioners.

5. **Performance Measurement**

- 5.1 On completion of each Services Contract, and other times requested by the Employer, the Consultant must collate and give the Employer the data necessary to demonstrate compliance with the performance indicators listed in the attached Performance Measurement Table.
- 5.2 The Employer may review the Consultant's performance according to the attached Framework Rules and Performance Measurement Table. The Consultant must provide any information required by the Employer for this.

6. **Confidentiality**

- 6.1 The Consultant must not disclose to anyone:
- official information as defined in the Official Secrets Act 1963 or
 - other information that the Employer notifies the Consultant is confidential
- except as necessary to perform the Consultant's obligations under this agreement or a Services Contract or to comply with the law.
- 6.2 The Consultant's obligations under this clause are perpetual, and this clause survives termination of this agreement.

7. **Termination**

- 7.1 The Employer may terminate this agreement by written notice to the Consultant:
- if a Services Contract with the Consultant is terminated or
 - according to the attached Framework Rules or
 - if the Consultant breaks this agreement or
 - if any statement made by the Consultant in connection with the procedure by which this agreement was awarded to the Consultant was untrue when made or subsequently ceases to be true or
 - without cause, if the Employer also terminates its agreements with the other Participants listed in the Framework Rules.
- 7.2 Termination of this agreement does not affect any Services Contract already entered.
- 7.3 The Consultant is not entitled to any payment because this agreement has been terminated.

8. **Limitation on liability**

Neither the Consultant nor the Employer have any liability to the other under or in connection with this agreement for breach of contract, negligence, breach of duty or anything else. This does not affect their liability under any Services Contract.

9. **This Agreement**

- 9.1 Neither party may assign rights under this agreement.
- 9.2 This, and any Services Contracts, are the entire agreement between the Employer and the Consultant about its subject matter. Neither the Employer nor the Consultant has relied on any agreement, understanding, or statement that is not written or referred to in this agreement.
- 9.3 This agreement can only be changed in writing, signed by authorised representatives of the Employer and the Consultant.
- 9.4 This agreement is governed and to be construed according to Irish law.

SIGNED by the Employer and the Consultant on the date at the top of this agreement

Signed on behalf of the Employer:

*Signature of person authorised to
sign contracts on behalf of the
Employer:*

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Signed on behalf of the Consultant:

*Signature of person authorised to
sign contracts on behalf of the
Consultant:*

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1 Framework Rules

1. The Framework

1.1 *The Employer* University College Cork

has established a Single Supplier Framework for the procurement of consultancy services in relation to

Establishment of a Multi Supplier Framework of Construction Consultancy Services for Small & Minor Projects for Buildings and Estates Office,UCC

The framework consists of a **Framework Agreement** between the Employer and the **Participant** listed below. Each Framework Agreement incorporates these rules.

1.2 If, during the period

starting on

and ending on

(the **Framework Period**), the Employer needs consultancy services as described in rule 1.1 above, the Employer may procure it by awarding **Services Contracts** according to these rules. The Employer may also procure the services in other ways, and does not guarantee that any services will be procured under these rules.

2. Participants

2.1 The Participant in the Multi Supplier Framework are listed below.

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2.2 A Participant whose Framework Agreement has been terminated will no longer be considered a Participant under these rules.

3. **Call off by competition**

- 3.1 When the Employer decides to procure services under these rules, the Employer will send the Participant a written invitation to tender. The invitation will be sent by email to the Participant current email address as given in or notified under its Framework Agreement. The invitation will include a draft Services Contract, based on the *Standard Conditions of Engagement for Consultancy Services (Technical)* with the Schedule completed by the Employer in its discretion, including details of the required services. The invitation will fix a time limit for Participant to send in their tender taking account of such factors as the complexity of the subject-matter of the Services Contract and the time needed to send in tenders.
- 3.2 The award process for Services Contracts tendered under this rule 3 will be conducted in accordance with these rules and any procedures stated in the invitation to tender. It may include an electronic auction.

4. **Performance Review, Termination and Promotion**

- 4.1 On completion of each Services Contract, the Participant concerned must collate and provide to the Employer the information required for the Employer to review that Participants' performance according to the attached Performance Measurement Table. The Employer may review Participants' performance of their Services Contracts and the Framework Agreement at the end of each year of the Framework Period, according to the attached Performance Measurement Table.
- 4.2 If a Participant has reached 'Failure Level 1' for any indicator according to the attached Performance Measurement Table, the Employer may give that Participant a written Warning Notice and may exclude that Participant from further competitions until the Participant has demonstrated to the Employer's satisfaction that it has implemented steps to redress the problem.

4.3 If a Participant

- receives two Warning Notices during the Framework Period or
- has reached 'Failure Level 2' for any indicator according to the attached Performance Measurement Table

the Employer may terminate that Participant's Framework Agreement.

4.4 The Employer may give each Participant details of the result of its annual performance review, and of the average results for each item and the average overall score.

Performance Measurement Table

No	Employer's objective	Indicator	Measurement Period	Failure Level 1 (Rule 4.2)	Failure Level 2 (Rule 4.3)
1.	Compliance with the Requirement of the CWMF	All projects are to comply fully with the requirement of the CWMF on construction procurement.gov.ie	Life of Framework	2 non compliances on a project	4 non compliances overall
2.	Adherence to Clients Brief	All services to comply with client's brief	Life of Framework	2 non compliances without agreement	4 non compliances without agreement
3.	Health and Safety compliance	Ensure all permitting and safety documentation are in place and adhered to	Life of Framework	2 non compliances with notice periods	3 non compliances with notice periods
4.	Budget compliance	Delivery of Projects within Budget	Life of Framework	2 no overruns > 10% of non-client requested items	4 non compliances or 2 non compliances for overruns of > 20% of non-client requested items

No	Employer's objective	Indicator	Measurement Period	Failure Level 1 (Rule 4.2)	Failure Level 2 (Rule 4.3)
5.	Programme Performance and Completion on Time including responding to incidents	Progress and Consultants level of resources	Life of Framework	2 non compliances of not completing documents for key milestones within stated time on a project / non-compliance with response to incidents	5 non compliances overall
6.	Construction Stage Reporting	Delivery of Accurate Fortnightly reports in a timely fashion	Life of Framework	2 non compliances on a project	4 non compliances overall
7.	Good Project Management by ER	Delivery of ER role in accordance with the PWC Contracts & timely responses to Contractor Notices	Life of Framework	2 no non compliances without agreement	3 non compliances in Framework periods
8.	Compliance with Framework Rates	Tenders must comply with Framework Rates		1 non compliance	2 non compliances overall