**Call-Off Schedule 27 (Accessed Contracts)**

1. **Accessed contracts**
   1. The Supplier acknowledges that the Buyer may from time to time notify the Supplier of contracts ("**Government Frameworks**") which are available to the Buyer and which the Buyer can grant access to the Supplier to use or which the Supplier shall use in connection with the supply of the Deliverables.
   2. The Supplier will consider the use of the Government Frameworks as part of its provision of the Deliverables and will prior to the Start Date and at reasonable intervals thereafter liaise with the Buyer to agree which Government Frameworks it will actually use in connection with the supply of the Deliverables.
   3. Where the Buyer and the Supplier agree on the use by the Supplier of a Government Framework then the Buyer shall endeavour to facilitate such use by the Supplier.  Any such use by the Supplier shall be as agent on behalf of the Buyer.
   4. The Supplier shall ensure that all benefits (including volume rebates and enhanced discounts) gained through or in connection with use of a Government Framework shall be passed on for the benefit of the Buyer.
   5. Where the Supplier intends to use a Government Framework the Supplier shall:
      1. act in accordance with such procedures, rules and guidance as the Buyer may from time to time notify the Supplier;
      2. with the prior written agreement of the Buyer, directly award a contract to a supplier under the Government Framework or run a further competition to obtain the most economically advantageous offer; and
      3. manage all contracts it enters into pursuant to Paragraph 1.5.2 as agent on behalf of the Buyer, and the Supplier's obligations and responsibilities in this regard shall be to:
         1. not terminate or otherwise amend the terms of the Accessed Contract or enter into any new or replacement agreements in addition to or in substitution for the Accessed Contract without obtaining the prior written consent of the Buyer;
         2. advise the Buyer of the steps to be taken to avoid or mitigate any event which may adversely affect the performance of Accessed Contracts and where required by the Buyer the Supplier shall take such steps;
         3. provide to the Buyer such other information as the Buyer may from time to time reasonably require in relation to the performance by the parties pursuant to an Accessed Contract; and
         4. notify the Buyer of any changes to the prices charged under the Accessed Contract.  For the avoidance of doubt, the Supplier shall not be entitled to negotiate or accept any changes to the price without obtaining the Buyer's prior written consent.
      4. In addition, at all times in carrying out its obligations and responsibilities under this Paragraph 1 the Supplier shall:
         1. comply with all Laws, rules and guidance that apply to the Buyer including, without limitation, public procurement rules;
         2. act towards the Buyer dutifully and in good faith, not allow its interests to conflict with the duties that it owes to the Buyer under this Contract and generally to carry out its agency in the way which it thinks best to promote the interests of the Buyer;
         3. except as authorised by the Buyer, not act in a way which will incur any liabilities on behalf of the Buyer, nor pledge the credit of the Buyer;
         4. comply with all reasonable and lawful instructions from the Buyer from time to time concerning its duties under the Accessed Contracts;
         5. describe itself in all dealings with suppliers under Government Frameworks and on all correspondence, marketing and advertising material as the agent of the Buyer;
         6. use all reasonable endeavours to ensure that each supplier under an Accessed Contract performs its relevant obligations in accordance with each Accessed Contract; and
         7. discharge the obligations of the Buyer under each Accessed Contract (including, where required by the Buyer, making payments thereunder) as though it were the Buyer and in accordance with the terms of each such Accessed Contract.
   6. The parties acknowledge that the Government Frameworks or Accessed Contracts may through the effluxion of time expire or may terminate during the Contract Period.  Prior to any Government Framework or Accessed Contract expiring or otherwise terminating where the Supplier receives notice of such termination it shall immediately notify the Buyer of the same.
   7. Throughout and after the Contract Period the Supplier shall indemnify the Buyer and keep the Buyer indemnified against all losses, claims, damages, costs and expenses (including reasonable legal fees) incurred by the Buyer arising from the Supplier's breach of any Government Framework or Accessed Contract and from the acts or omissions of the Supplier which may put the Buyer or another person in breach of any Government Framework.
   8. For the avoidance of doubt, the Supplier shall not be entitled to use any Government Framework or Accessed Contract for its own benefit or for any purpose other than as set out in this Paragraph 1.
   9. The Buyer shall be entitled to terminate this Contract, in accordance with Clause 10.4 Core Terms, if the Supplier breaches any of the provisions of this Clause 1.