



National Association of Construction Frameworks Membership Agreement

Agreement made with – (insert name of framework)

Membership Category – (insert membership - Full or Aspirant Member)

NACF Objectives

- The NACF will share best practise with members, framework users and the wider public sector.
- Provide guidance and support to the public sector where requested.
- Promote social value through procurement and construction frameworks activity.
- Offer linkage between local government and central government on construction related issues.

Terms & Conditions of Membership Agreement

- 1.... All 'full' members must be able to comply with all of the mandatory attributes in the NACF Regional Framework Accreditation Attributes document in its most current version which may be updated from time to time; and are eligible to use the NACF Kitemark.
- 2.... All 'aspirant' members must be able to comply with at least 50% of the mandatory attributes in the NACF Regional Framework Accreditation Attributes document in its most current version which may be updated from time to time. Aspirant members will only achieve full membership when they have been audited by 4 full members of the NACF who are able to verify that all of the mandatory attributes in the NACF Regional Framework Accreditation Attributes have been achieved; and are NOT eligible to use the NACF Kitemark.
- 3.....All members must be public body controlled organisations and inline with the Public Contract Regulations 2015 Regulation 2 who provide a frameworks for use of public bodies as set out in the mandatory attributes table as included at Annex 2 and in signing this agreement you and confirming compliance with the NACF Attributes.
- 4.....All members to use all reasonable efforts to work collaboratively with each other in a manner to meet the best interests of the NACF. Members may be required to surrender their membership if they are manifestly not supporting the best interests of the NACF
- 5.... Members agree that from time to time that they or the NACF may be called upon to provide a point of contact for National or Regional Bodies which require a point of contact on matters affecting the construction sector.
- 6.... Members agree to make reasonable endeavours to ensure framework contractors provide Market Intelligence data from each region on a quarterly basis and pass on meaningful data to map market movements on key construction packages.
- 7.....Members agree to make reasonable endeavours to provide KPI data from each region on a annual basis and pass on meaningful data to monitor NACF & regional performance.
- 8.....Support key LGA Initiatives that relate to the construction sector.
- 9.....Fully support ethical good practice in the construction sector.
- 10.....Fully respect the contribution of SME's and the wider supply chain and fully support fair payment & fair contract terms.
- 11.... To pay all annual subscriptions within 30 days of request from the NACF Treasurer, provided the subscription has been agreed by a quorate meeting of the NACF. New member to pay a joining fee of £2000 per member.

12.....Provide information for the NACF website within a reasonable time of data being requested.

13..... Support conferences & events where NACF participation has been requested or which the membership of the NACF decide to run as NACF initiatives.

14.....To use best endeavours to ensure each Framework is represented at all NACF meetings.

15... That information shared and discussed is to be treated as confidential unless agreement is given otherwise .

16.... Members are required to maintain compliance with the NACF Attributes any changes may lead to review of membership of the NACF.

17.... Members agree the following Governance arrangements as set out in Annex 1.

Membership Agreement Certification

Name of Signatory....

Signature of Signatory.....

Date of signature.....

...continued: -

Annex 1 - Governance of NACF

Quarterly Meetings of NACF Members

All meetings will be organised by the Secretary who will ensure agendas are drawn up in advance of meetings and action notes taken.

All draft minutes to be made available to members within 14 days of a meeting.

Annual General Meetings (AGM) - December

The Secretary will be responsible for organising an Annual General meeting once a year.

Purposes of AGM meetings will be to: -

- Present a record of income & expenditure;
- Agreed the Annual Subscription for the following year;
- Sanction changes to the Membership Agreement or NACF Attributes;
- Seek approval for any planned major expenditure over £2500.

Financial Mode of Operation

NACF will collect a subscription from all full members annually to be held by the Treasurer in trust for the NACF.

Quorate Meetings

The NACF meeting will be deemed only to be quorate if attended by a minimum of four full members. Decisions will be determined quorate if the majority of those present to represent agree a decision.

Lead Members

Lead Membership posts will be made up by the following Positions to take responsibility for the running of the NACF

- Chairman
- Vice Chairman
- Treasurer
- Secretary
- Marketing Officer (responsible for website content)

Election of the Lead Members

The Lead Members will normally be appointed for a two-year term of office, although Lead Member Appointment may be extended subject to re-election.

The Lead Members will normally be appointed/reappointed at AGM's on the end of their term of office. However, if a Lead Member resigns it may be necessary to appoint new Lead Member outside the AGM. The Lead Members may appoint an 'alternate' committee member if a lead member resigns between AGM's, but this appointment must be ratified at the next AGM.

If more than one member wishes to stand for a post there will be an election ballot organised by the Secretary at a Members meeting and a vote taken.

Annex Ends

ANNEX 2 - NACF Attributes

NACF REGIONAL FRAMEWORK ACCREDITATION ATTRIBUTES

To achieve NACF accreditation and be eligible to use the NACF kite mark, frameworks must comply with each of the following mandatory criteria:

1.	FRAMEWORK PLANNING	Mandatory / Discretionary
1.1.	Business Need	
1.1.1.	Identify the core business needs of the framework user market and determine how they will be reflected in framework planning, procurement and operation.	Mandatory
1.1.2.	The framework has processes to address Health, Safety & Wellbeing and continuously work to eliminate accidents	Mandatory
1.1.3.	Properly planned and developed business case ensuring a framework strategy that is properly supported and that business need, income, cost, benefits and the risks are identified and addressed.	Mandatory
1.1.4.	The business case considers the appropriate market so that the framework is structured to maximise market interest	Mandatory
1.1.5.	Engage with key stakeholders including both users & suppliers and co-design the framework strategy, consider strategic objectives (e.g. localism, sustainability, efficiency). Allow sufficient time to research, develop proposals and effectively procure the framework.	Mandatory
1.1.6.	Collaborate with partner public sector & third sector organisations in the locality, regionally and nationally, ensuring an overall fit with existing landscape.	Mandatory

1.1.7.	Represent the region advertised and demonstrate usage as such	Mandatory
1.1.8.	Respect regional boundaries of neighbouring NACF frameworks and transparently share future framework planning and respect other NACF members frameworks.	Mandatory
1.1.9.	The Framework will be hosted, administered and controlled by a Public Body (as defined by Reg 2 in The Public Contracts Regulations 2015 'bodies governed by public law') to significantly benefit public sector projects	Mandatory
1.1.10.	NACF members will agree to collaborate with each other when re-procuring frameworks	Mandatory
1.2.	Market Capacity	
1.2.1.	Understand capacity, know your market and define an achievable throughput to ensure that the supply chain achieves predictable turnover. Through the achievable throughput the framework generates adequate 'income' to pay for management arrangements without generating commercial profit.	Mandatory
1.2.2.	Through consultation avoid conflict with duplication of established procurement arrangements.	Mandatory
1.3.	Appropriate Governance	
1.3.1.	Establish framework ownership arrangements, agree governance and commercial terms; and ensure the framework is effectively governed.	Mandatory
1.3.2.	Consider appropriate risk sharing arrangement to help inform the <ul style="list-style-type: none"> • Form of contract for the underlying contracts • Competency of contractors, • Risk transfer and pain / gain share arrangements. • Resolution of Risk Share Issues 	Mandatory
1.3.3.	Identify a suite of complementary arrangements, for example this could include: <ul style="list-style-type: none"> • Building contractors • Civil Engineering / Highways & Infrastructure • Consultancy • Minor and Major works, • Repairs and Maintenance. • Housing 	Discretionary

1.4.	Design Outcomes	
1.4.1.	Agree Building Information Modelling (BIM) strategy & support.	Mandatory
1.4.2.	Agree sustainability strategy & Support, for example <ul style="list-style-type: none"> • Waste to landfill (WRAP) • Energy & Carbon reduction • Environmental impact & Wildlife Protection • Whole Life Cost • Associated Key Performance Indicators (KPI) • Performance measurement • And Management for the above 	Mandatory
1.4.3	Agree Community Benefits, for example <ul style="list-style-type: none"> • Recycling the local £ • Encouraging social enterprise • Monitoring engagement • Mental Health 	Mandatory
1.5.	Supply Chain Engagement	
1.5.1.	Agree SME and supply chain engagement strategy, for example <ul style="list-style-type: none"> • Ensure engagement in, regional and local frameworks • Emphasise the involvement and integration of tier 2/3 suppliers within the framework and design team • Ensure transparent approach and client engagement with supply chain • Local sourcing, fair payment provision down the supply chain, measure and monitor engagement • Share pipeline opportunities for supply sub-contractor packages 	Mandatory
1.5.2.	Retention – to support the debate on Retention Reform and implement any new processes that are mandated by Government Promptly	Mandatory

1.6	Employment & Skills	
1.6.1	Agree employment and skills strategy	Mandatory
1.6.2	Proactive intervention in Framework Processes for example <ul style="list-style-type: none"> • Job creation, • apprenticeships • local employment outcomes • training • school/college/university visits Effective measurement tools to record outcomes of above.	

2.	FRAMEWORK PROCUREMENT	
2.1.	Business Case	
2.1.1.	Agree framework management arrangements to ensure they operate on a self -sustaining basis with a desire to deliver excellent outcomes.	Mandatory
2.2.	Stakeholders	
2.2.1.	Lead or collaborate with other like-minded client organisations.	Mandatory
2.2.2.	Properly planned and resourced procurement with engagement of key stakeholders.	Mandatory
2.2.3.	Ensure competent procurement professionals are engaged to understand OJEU regulations and procurement procedure to ensure quality tenders and few queries and/or challenges from the supply chain.	Mandatory
2.2.4.	Proportional risk allocation and ensure risks sit with the party best able to manage them.	Mandatory
2.3.	Supply Chain Engagement	
2.3.1.	Simplify procurement processes to encourage greater SME involvement Ensure obligations in the framework agreement which bring certainty to delivery of SME engagement strategy (fair payment, collaborative values flow down the supply chain, pipeline visibility, performance management) Provide mechanisms for greater client influence over negotiations with its supply chain	Mandatory
2.4.	Design Outcomes	
2.4.1.	Structure lots and value bands to ensure adequate workload and appropriate risk sharing arrangement to match the right supplier for the type of work being tendered and to positively support SME engagement	Mandatory
2.5.	Continuous Improvement	
2.5.1.	Set measurable targets for continuous improvement with stakeholders.	Mandatory

2.5.2.	<p>NACF KPI's - Record the following data to provide information to report on</p> <ul style="list-style-type: none">• Cost - What percentage of projects were delivered on cost or better• Time - Percentage of projects delivered on time or better• Client Satisfaction – product - Overall score out of 10• Client satisfaction – service - Overall score out of 10• Client Satisfaction – defects - Overall score out of 10• Fair payments - Percentage of payments made on time• Reportable accidents - % of projects that reported 0 accidents.• SME - % of spend with SMEs	Mandatory
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3.	FRAMEWORK OPERATION	
3.1.	Management of Framework	
3.1.1.	Invest in development and management of framework - dedicated framework management team proactively managing framework supporting clients, positively engaging the supply chain and capturing benefits	Mandatory
3.2.	Appropriate Governance	
3.2.1.	Establish relationships for formal liaison between framework management, contractors, and client teams.	Mandatory
3.3.	Business Case Review	
3.3.1.	Demonstrate value for money and competitive tension through mini competitions and/or cost benchmarking.	Mandatory
3.3.2.	Demonstrate early engagement of contractors and supply chain in the design process where their contribution reduces cost and increases whole life value.	Mandatory
3.4.	Creating Programmes / Clusters	
3.4.1.	Sustainable workload in well organised programmes of work in line with predicted throughput.	Discretionary
3.4.2.	Common delivery and standardisation of work through programmes.	Discretionary
3.4.3.	Create clusters and programmes of work of sufficient scale and duration to incentivise the supply chain and maximise local economic and social impact, demonstrate continuity of workload for supply chains.	Discretionary
3.5.	Supply Chain Engagement	
3.5.1.	<p>Implement mechanisms that bring certainty to intended level of SME engagement and client visibility of supply chain</p> <ul style="list-style-type: none"> • Enable clients to have some influence over the selection and management of supply chain decisions • Provide pipeline visibility to all contractors in the supply chain • Early engagement of supply chain to influence specification and buildability decisions • Ensure clear processes are established to ensure collaborative values and Tier 1 terms and conditions are cascaded down the supply chain. • Ensure that Fair Payment is made to all contractors in the supply chain within 30 days or as may be revised by Government from time to time. 	Discretionary

	<ul style="list-style-type: none"> • Demonstrate fair payment practices are adopted throughout the supply chain • Financial Due diligence of supply Chain 	
3.6.	Framework Outcomes	
3.6.1.	Framework Contractors that can implement BIM and whole life cost assessment and longevity decisions to be made about building components.	Mandatory
3.6.2.	Ability to demonstrate a reduction in carbon footprint and waste to landfill through products utilised and impact of the supply chain.	Mandatory
3.7.	Continuous Improvement	
3.7.1.	Encourage innovation and standardisation through supplier groups and champions, strategic forums, capturing lessons learnt, championing new areas of development.	Mandatory
3.7.2.	Demonstrate continuous improvement in time, cost, quality, social, economic and environmental targets and relationship between parties on the framework.	Mandatory
3.7.3.	Demonstrate ability to provide training and employment opportunities for apprentices and local people through the framework.	Mandatory
3.7.4.	Actively supports clients through management arrangements ensuring that clients are left with a legacy of improvement.	Mandatory
3.7.5.	Put in place a structured/managed continuous improvement process to carry across key lessons learnt to any further frameworks being established.	Mandatory
3.8.	Assurance	
3.8.1.	The framework has assurance from the Framework Management Team that the procurement, and management procedures have been carried out with due diligence and regard for the Public Contract Regulations	Mandatory
3.8.2.		Mandatory

Key

Mandatory	Able to immediately comply with the requirements
Discretionary	Have considered the requirement for implementation or otherwise, and have stated conclusions / guidance in the framework guidance documents

Membership

Full NACF Member	Compliance with all mandatory requirements, and have evidenced consideration of discretionary requirements
Aspirant NACF Member	Minimum 50% compliance with Mandatory requirements, and a clear plan to achieve the balance. Statement of intent for discretionary requirements

NACF Accreditation Body

NACF Accreditation sub group will consist of three members of the below NACF delegates

S. Baker	Yorkshire and Humber
J. Williams	South West
P. Yates	West Midlands
K. Heard	South East

An accreditation meeting must have a minimum of three members to be quorate

Decisions on NACF membership must be unanimous. No majority decision will be accepted, as it demonstrates doubt on suitability.