

Schedule 1: Call-Off Contract

PART 1 – ORDER FORM

Untied Kingdom Research and Innovation

and

Dell Corporation Limited whose registered office is at 1st & 2nd Floor One Creechurch Place London EC3A 5AF (Registered No. [REDACTED])

Friday 23rd February 2024

Dear Sirs

Call-Off Contract No. DDaT24120 - Data domain Storage expansion for the supply of Goods

- 1
- Further to the Framework Agreement dated Friday 16th February 2024, we wish to instruct you to supply the Goods and Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.
- 2
- The particulars of this Call-Off Contract are set out below:

Item	Description			
Order Form Reference: (Front page of Call-Off Terms and Conditions)	The Order Form Reference is DDaT24120 A			
Parties	Between: (1) UNITED KINGDOM RESEARCH AND INNOVATION , a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL (Customer) and (2) Dell Corporation Limited company number 02081369 whose registered office is at 1 st & 2 nd Floor One Creechurch Place London EC3A 5AF (Supplier)			
Call-Off KPIs (Cl. 1.1)				
	Performance Target	Key Indicator	Performance Measure	
	Guarantee to deliver all Goods covered under this Contract within the lead-times	Delivery of Goods	99% of Goods delivered on time in full	

	specified to member locations throughout the UK.				
	Stock availability of products listed in the catalogue throughout the Term (of this Contract)	Product Availability	99% of Goods available at all times		
	Product reliability	Failure rate of Goods under warranty	Less than 1% of Goods provided have reported faults		
	Respond to all operational enquiries within four working hours.	Provision of Response	95%		
	Invoice accuracy.	Accuracy	95% of all invoices are submitted accurately		
	Invoice timeliness.	Timeliness	95% of all invoices are submitted on time		
	Reliability of all ordering systems utilised under this Contract including online ordering system, telephone, email	Availability and Down Time	Ordering systems are reliable 97% of the time during the Term (of this Contract) (excluding pre-notified maintenance periods)		
Charges (Cl.1.1)	The Charge for this Order is: £449.892.00 Excluding VAT, Four hundred and forty-nine thousand, eight hundred and ninety-two GBP				
Access Date (Cl.1.1)	Not applicable				
Adjustments to the Charges (Cl.1.1)	The Charge(s) are fixed for the duration of this Call-Off Contract.				
Contract End Date (Cl. 1.1)	Means: <ul style="list-style-type: none"> After final delivery of the relevant Goods (in full) (including any replacement Goods required under Clause 6.2) 				
Customer Liability Cap (Cl. 1.1)	100% of the Order value, to a maximum of £449.892,000 unless mutually agreed otherwise by the Customer and the Supplier (complete below)				

	Means the amount of Four hundred and forty-nine thousand, eight hundred and ninety-two GBP	
Delivery Date(s) (Cl. 1.1)	The Supplier shall deliver the Goods by the following date(s): <ul style="list-style-type: none"> All delivery dates are estimates. Tuesday, 16th April 2024 	
Defects Rectification Period (Cl. 1.1)	In respect of the Goods to be supplied under this Call-Off Contract, the period ending 12 (twelve) months after the Contract End Date, or in respect of any Goods that are repaired or replaced under [Clause 6.7] of the Call-Off Terms and Conditions, the period ending 12 (twelve) months after replacement of such Goods.	
Goods (Cl. 1.1)	The Goods to be supplied under this Call-Off Contract are as per Annex A: Brief	
Installation Date (Cl. 1.1)	<ul style="list-style-type: none"> Not applicable 	•
Premises (Cl. 1.1)	The Goods are to be delivered to and/or the Services are to be supplied at Science & Tech. Facilities Council (STFC), Daresbury Laboratory, Sci-Tech Daresbury, Warrington, England, WA4 4AD	
Services (Cl. 1.1)	The Services (where applicable) to be supplied under this Call Off Contract are as follows: <ul style="list-style-type: none"> Not applicable 	
Software (Cl. 1.1)	The Software to be supplied under this Call-Off Contract is as follows: <ul style="list-style-type: none"> Not applicable 	
Software Specification (Cl. 1.1)	The Software shall meet the following technical/functional specification: <ul style="list-style-type: none"> Not applicable 	
Software Warranty Period (Cl. 1.1)	The Software Warranty Period shall be: <ul style="list-style-type: none"> Not applicable 	
Services Commencement Date (Cl. 1.1)	Supply of the Services (where applicable) is to commence on <ul style="list-style-type: none"> Not applicable 	
Services End Date (Cl. 1.1)	Supply of the Services (where applicable) is to end on <ul style="list-style-type: none"> Not applicable 	

Supplier Liability Cap (Cl. 1.1)	As stated in the Agreement unless mutually agreed otherwise by the Customer and the Supplier (complete below) Means the amount of £449.892,000, Four hundred and forty-nine thousand, eight hundred and ninety-two GBP	
Instalments (Cl. 9.4)	The stages of payment described in Clause 9.4 of the Call-Off Terms and Conditions are appended to this Call-Off Contract detailed below within 30 (thirty) days of receipt of properly rendered invoice(s) in accordance with Clause 9.5	
Notices (Clause 19.3)	Any written notice provided under Clause 18 shall be sent: In the case of the Customer: To: [REDACTED] Marked for the attention of: [REDACTED] In the case of the Supplier: To: [REDACTED] Marked for the attention of: [REDACTED]	
Data Protection Particulars (Schedule 4)	<ul style="list-style-type: none"> Not Applicable. 	

- 3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.
- 5 Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.
- 6 You must not make any amendments to the Call-Off Terms and Conditions.
- 7 Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.

<p>Yours faithfully</p> <p>[Redacted Signature]</p> <p>for and on behalf of the United Kingdom Research and Innovation</p> <p>Name: [Redacted Name]</p> <p>Designation: [Redacted Designation]</p> <p>Date: [Redacted Date]</p>	<p>Accepted and acknowledged by:</p> <p>[Redacted Signature]</p> <p>for and on behalf of Dell Corporation Limited, 1st & 2nd Floor, One Creechurch Place, London, England, EC3A 5AF</p> <p>Name: [Redacted Name]</p> <p>Designation: [Redacted Designation]</p> <p>Date: [Redacted Date]</p>
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Annex A: Brief

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on 14/03/2024.

You can download a copy of this quote during checkout.

Place
your
order

Quote Name:	STFC ACP Silver 12
Core PSP NBD	Quote No.:
3400005424085.1	
Total (GBP):	£269,935.20
Solution ID:	4938052.1
Quoted On:	13/02/2024
Expires By:	14/03/2024

Company Name:	Science & Tech. Facilities Council (STFC)
Customer Name:	UKRI / LTD / Technology / Avenue / UK SBS / Accounts Payable
Customer Number:	GB8002616
End User:	Science & Tech. Facilities Council (STFC) GB8002616

Sales Representative:
Email:

Message from your Sales Rep:
Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Billing Address:	Sold To Address:
Science & Tech. Facilities Council (STFC)	Science & Tech. Facilities Council (STFC)
UKRI / LTD / Technology / Avenue / UK SBS	UKRI / LTD / Technology / Avenue / UK SBS
/ Accounts Payable	/ Accounts Payable
c/o UK Shared Business	c/o UK Shared Business
Service Polaris House, North	Service Polaris House, North
Star Ave SN2 1UH, Wiltshire.	Star Ave SN2 1UH, Wiltshire.
Swindon Great Britain	Swindon Great Britain

Pricing Summary

	Tax Type	Qty	List Price	Unit Price	Subtotal
1. Controller DD9400 NFS CIFS Lot9 [PowerProtect DD9400 - EMEA]	SR	1	£246,210.02	£24,499.00	£24,499.00
2. DD DS60 SHELF Field Lot9 [DAE with Disk Packs - EMEA]	SR	1	£736,926.36	£68,999.00	£68,999.00
3. DD DS60 SHELF Field Lot9 [Additional DAEs - EMEA]	SR	1	£17,079.34	£1,650.00	£1,650.00
4. DD Software Base - VP [Required Software - EMEA]	SR	1	£1,213,294.83	£115,799.00	£115,799.00
5. DD Software Base - VP [Additional Software - EMEA]	SR	1	£144,566.13	£13,999.00	£13,999.00

Subtotal: £224,946.0
Shipping: £0.00
VAT: £44,989.2

Tax Summary

Type	VAT Rate(%)	GBP Net	GBP VAT
SR	20.00	224,946.00	44,989.20

Total (GBP): £269,935.20

Have you considered. .?

Financing your hardware technology with Dell Technologies Flexible Payment Solutions rather than a single cash payment?

Our Technology Rotation solution allows you to save money and may contribute to your environmental sustainability goals

Example;		Total cost with a Flexible Payment Solutions	Cash Price without Flexible Payment Solutions	SAVINGS
12 x £16,870.95 Quarterly payments	=	£202,451.40	£224,946.00	£22,494.60
16 x £14,059.13 Quarterly payments	=	£224,946.08		£-0.08

If regularly refreshing your hardware technology is not your priority, our Technology Ownership solution enables you to pay incrementally over time with a goal to own the technology.
This solution may not be available or may vary by country.

12 x £20,596.06 Quarterly payments	OR	16 x £15,892.43 Quarterly payments
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Payments are displayed in arrears. This is an indicative example only; a quote can be obtained by contacting Dell Financial Services directly.

Learn more by visiting: www.delltechnologies.com/payment-solutions
or call/email me to build a more tailored quote.

Leasing and financing is provided to qualified commercial customers by Dell Bank International d.a.c., trading as Dell Financial Services (DFS) at Innovation House, Cherrywood Science & Technology Park, Cherrywood, Dublin 18, Ireland and is regulated by the Central Bank of Ireland. Offers may not be available or may vary by country. Not all customers may qualify for these rates. Offers may be changed without notice and are subject to product availability, eligibility, credit approval and execution of documentation provided by and acceptable to DFS. Dell Technologies and the Dell Technologies logo are trademarks of Dell Inc.

Shipping Address:
Science & Tech. Facilities Council
(STFC) [REDACTED]
STFC - RAL RAL STFC - RAL RAL
Rutherford Appleton Laboratory
OX11 0QX, Didcot
Great Britain

Shipping
Method:
Standard

Install At Address:
Science & Tech. Facilities Council
(STFC) [REDACTED]
STFC - RAL RAL STFC - RAL RAL
Rutherford Appleton Laboratory
OX11 0QX, Didcot
Great Britain

Solution Name:
DD refresh RAL

Product Details

	Tax Type	Qty	Unit Price	Subtotal
Controller DD9400 NFS CIFS Lot9 [PowerProtect DD9400 -				
1. EMEA] (210-BGTS)	SR	1	£24,499.00	£24,499.00
Estimated delivery if purchased today: 16/04/2024				

Module	Description	SKU	Tax Type	Qty
Components				
PowerProtect DD 9400	Controller DD9400 NFS CIFS Lot9	210-BGTS	SR	1
PowerProtect DD 9400	DD9400 PSNT	321-BHGE		1
PowerProtect DD 9400	DD9400 Field Install kit	750-ABNV		1
High Availability?	Informational Purposes Only	800-BBQV		1
Factory Rack or Field Installed	Informational Purposes Only	800-BBQV		1
Desired Capacity	Informational Purposes Only	800-BBQV		660
DAE Type	Informational Purposes Only	800-BBQV		1
Drive Size	Informational Purposes Only	800-BBQV		1
Software Offering	Informational Purposes Only	800-BBQV		1
Add Cloud Tier?	Informational Purposes Only	800-BBQV		1
SSD Drives	DD 3.84TB internal Cache SSD	400-BHKU		5
Field Power Cords	POWER CORD,DD UK,BS1363,C13,2M	450-AJED	SR	10
Network Daughter Card	DD 10GBASE-T IO MODULE 4PORT NDC INTEL	492-BDES	SR	1
SAS Card	DD 12G 4 port SAS HBA	406-BBPF		2
SAS Cables	DD 4M SAS HD FLEX	470-ADZF	SR	1
DPE Input Output Cards	DD 10GSFP IO MODULE 4Port Full Height	406-BBPD	SR	2
Transceivers & Network Cables	Cable 10GbE 5M TWINAX	470-ADZK	SR	8
Dell Services:Deployment Services	ProDeploy Plus for PowerProtect Data Domain 6XXX 9XXX	683-23696	SR	1

Dell	ProDeploy Plus for PowerProtect Data Domain 6XXX 9XXX Deployment	683-23697	SR	1
Services:Deployment Verification Services				
Dell	ProDeploy Plus Training Credits 500 Redeem at education.dellemc.com	706-12476	SR	1
Services:Deployment Expires 1Yr from Order Date Services				
Platform	Informational Purposes Only	800-BBQV		1
Upgrade Type	Informational Purposes Only	800-BBQV		1
RESTRICTED - Internal Use Only - APEX Fulfillment	Informational Purposes Only	800-BBQV		1

Software

Operating System	DD OS Latest=IA	619-ARQY		1
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Service

Dell	Services: Parts Only Warranty 36 Months, 36 Month(s)	709-BEBJ	SR	1
Hardware Support				
Dell	Services: ProSupport And Next Business Day Onsite Service Extension, 24 Month(s)	199-BKZT	SR	1
Extended Service				
Dell	Services: ProSupport And Next Business Day Onsite Service Initial, 36 Month(s)	199-BKZU	SR	1
Extended Service				

Tax Type

Qty

Unit Price

Subtotal

2. DD DS60 SHELF Field Lot9 [DAE with Disk Packs - EMEA]

(210-BGSJ)	SR	1	£68,999.00	£68,999.00
Estimated delivery if purchased today: 07/03/2024				

Module	Description	SKU	Tax Type	Qty
Components				
PowerProtect DD DAEs	DD DS60 SHELF Field Lot9	210-BGSJ	SR	1
Disk Packs	HDD DISK PK 15X8TB SAS FL DS60	400-BMDR	SR	6
Disk Packs	DD HDD DISK PK 15X8TB SAS DS60 OP	400-BHLB		2
Desired Capacity	Informational Purposes Only	800-BBQV		660
Factory Rack or Field Installed	Informational Purposes Only	800-BBQV		1
Drive Size	Informational Purposes Only	800-BBQV		1
DAE Type	Informational Purposes Only	800-BBQV		1
Add Cloud Tier?	Informational Purposes Only	800-BBQV		1
Platform	Informational Purposes Only	800-BBQV		1
High Availability?	Informational Purposes Only	800-BBQV		1
Dell	ProDeploy Plus for DSXX	683-23660	SR	1
Services:Deployment Services				
Dell	ProDeploy Plus for DSXX Deployment Verification	683-23661	SR	1
Services:Deployment Services				
Service				

Dell Hardware Support	Services: Parts Only Warranty 36 Months, 36 Month(s)	709-BEBJ	SR	1
Dell Extended Service	Services: ProSupport And Next Business Day Onsite Service Extension, 24 Month(s)	199-BKZT	SR	1
Dell Extended Service	Services: ProSupport And Next Business Day Onsite Service Initial, 36 Month(s)	199-BKZU	SR	1
Cloud Tier-Over Provisioning Add on HW Support	ProSupport and Next Business Day-HDD DISK PK 15X8TB SAS DS6X OP, 60 Month(s)	199-BBRE	SR	2

		Tax Type	Qty	Unit Price	Subtotal
3.	DD DS60 SHELF Field Lot9 [Additional DAEs - EMEA] (210-BGSJ)	SR	1	£1,650.00	£1,650.00
Estimated delivery if purchased today: 07/03/2024					

Module	Description	SKU	Tax Type	Qty
Components				
PowerProtect DD DAEs	DD DS60 SHELF Field Lot9	210-BGSJ	SR	1
Desired Capacity	Informational Purposes Only	800-BBQV		660
Factory Rack or Field Installed	Informational Purposes Only	800-BBQV		1
Drive Size	Informational Purposes Only	800-BBQV		1
DAE Type	Informational Purposes Only	800-BBQV		1
Add Cloud Tier?	Informational Purposes Only	800-BBQV		1
Platform	Informational Purposes Only	800-BBQV		1
High Availability?	Informational Purposes Only	800-BBQV		1
Dell Services:Deployment Services	ProDeploy Plus for DSXX	683-23660	SR	1
Dell Services:Deployment Services	ProDeploy Plus for DSXX Deployment Verification	683-23661	SR	1
Service				
Dell Services: Hardware Support	Parts Only Warranty 36 Months, 36 Month(s)	709-BEBJ	SR	1
Dell Services: Extended Service	ProSupport And Next Business Day Onsite Service Extension, 24 Month(s)	199-BKZT	SR	1
Dell Services: Extended Service	ProSupport And Next Business Day Onsite Service Initial, 36 Month(s)	199-BKZU	SR	1

	Tax Type	Qty	Unit Price	Subtotal
4. DD Software Base - VP [Required Software - EMEA]				
(210-BBLY)	SR	1	£115,799.00	£115,799.00
Estimated delivery if purchased today: 15/02/2024				

Module	Description	SKU	Tax Type	Qty
Components				
Platform	Informational Purposes Only	800-BBQV		1

Desired Capacity	Informational Purposes Only	800-BBQV		660
Software Offering	Informational Purposes Only	800-BBQV		1
High Availability?	Informational Purposes Only	800-BBQV		1
Upgrade Type	Informational Purposes Only	800-BBQV		1
DAE Type	Informational Purposes Only	800-BBQV		1
Drive Size	Informational Purposes Only	800-BBQV		1
Software				
Base	DD Software Base - VP	210-BBLY		1
Operating Environment	LICENSE BASE DD OE =IA	149-BBHF	SR	1
Software Perpetual				
DD Capacity License	High Density Active 1TB RAW=CB	149-BBHJ	SR	660
Perpetual				
Service				
Sftwr Svcs - Perpetual (VP)	ProSupport Next Business Day DD Sftwr Spt-Maint, 60 Month(s)	487-BJFX	SR	1
		Tax Type	Qty	Unit Price
5.	DD Software Base - VP [Additional Software - EMEA] (210-BBLY)	SR	1	£13,999.00
				Subtotal
				£13,999.00
Estimated delivery if purchased today: 15/02/2024				

Module	Description	SKU	Tax Type	Qty
Components				
Desired Capacity	Informational Purposes Only	800-BBQV		660
Software Offering	Informational Purposes Only	800-BBQV		1
Add Cloud Tier?	Informational Purposes Only	800-BBQV		1
Upgrade Type	Informational Purposes Only	800-BBQV		1
Software				
Base	DD Software Base - VP	210-BBLY		1
Boost Perpetual	DD Boost 1TB=CB	151-BBKF	SR	660
Replication Perpetual	DD Replication 1TB=CB	151-BBKK	SR	660
Service				
Sftwr Svcs - Perpetual (VP)	ProSupport Next Business Day DD Additional Sftwr Spt-Maint, 60 Month(s)	487-BJGF	SR	1

CONNECT WITH DELL:





Quote Terms

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"), on the basis of the Governing Terms defined below. Unless otherwise stated herein, all prices are net of VAT (which will be invoiced at the applicable statutory rate) and are valid for thirty days from the date of this Quote. Supplier reserves the right to cancel this Quote (and/or the corresponding purchase) as a result of any pricing errors. Additional freight charges may be applied if Customer requests expedited shipping.

Governing Terms: This Quote is subject to:

• A separate written agreement between Customer (or Customer's affiliate) and Supplier (or Supplier's affiliate) to the extent that it expressly applies to the quoted items in this Quote;

or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale that are available as follows:

• For commercial end users: <https://www.dell.com/learn/uk/en/ukcorp1/terms-of-sale-commercial-and-public-sector-terms-of-sale>

• For distributors or resellers: www.dell.com/learn/uk/en/ukcorp1/terms-of-sale-reseller

• For OEM customers: https://www.dell.com/learn/uk/en/ukcorp1/legal_terms-conditions_dellgrmwebpage/oem-uk?c=uk&l=en&s=corp&cs=ukcorp1

• For cloud/as-a-Service offerings, the applicable cloud terms of service, identified on the Offer-Specific Terms (www.dell.com/offeringspecificterms).

And

• The terms stated or referenced herein

(collectively, the "Governing Terms").

Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Transfer of risk and title: Notwithstanding anything to the contrary in the Governing Terms, title, possession and risk of loss for hardware products purchased by Customer shall not pass to Customer before arrival of the hardware at the location detailed in this Quote as the address to which Dell will ship such products. The same applies to media on which software purchased by Customer is provided outside of a Transformational License Agreement or similar enterprise licensing arrangement.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are detailed at www.dell.com/servicecontracts/global or, for certain infrastructure products, at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program-Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms.

In case of Resale only: Should Customer procure the quoted items for resale, whether on a standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a lease or other financing arrangement ("Financing Agreement") for the quoted items with Dell Financial Services or other funding source pre-approved by Supplier ("Funder"), Customer may so notify Supplier and issue its purchase order to Supplier. In this case, Supplier will deliver the quoted items to Customer and invoice Funder upon confirmation from Funder. If a Finance Agreement is agreed between Customer and Funder in the form of a lease, Customer's rights to use the products are, as between Customer and Funder, subject to the terms of the Financing Agreement and, as between Customer and Supplier, the provisions of the Governing Terms to the extent they are compatible with the legal nature of a lease obtained from a third party funder. This means, in particular, that warranties, indemnities, damages and limitations of liability and, unless otherwise agreed in the Financing Agreement, license terms of the Governing Terms will apply, while terms on transfer of title, payment and rights to return, to rescind or to refunds will not apply. The foregoing shall be deemed to fully satisfy any obligation of Funder to extend to Customer benefits given by Supplier.

In case Supplier is notified (by Funder or by Customer) that Customer is no longer pursuing a Financing Agreement for these items, the transaction shall be considered a sale and Customer shall pay Supplier according to the Governing Terms.

Electronically linked terms and descriptions are available in hard copy upon request.

Dell Commercial Terms of Sale for the United Kingdom

1. Introduction.

1.1 Scope. These Commercial Terms of Sale ("CTS") govern Customer's procurement and Supplier's provisioning of Products and Services (collectively "Offerings") unless there is a master agreement in place between Customer and Supplier that covers the relevant Offerings. Offerings comprise of "Dell" or "Dell EMC" branded Products and Services as well as certain Third-Party Offerings in accordance with Section 9 that Supplier may offer from time to time. References to "Customer" shall mean the entity ordering the Offerings and references to "Supplier" shall mean Dell Corporation Limited or such other Dell legal entity as may be specified in the Quote or Order. The Offerings are solely for Customer's internal business use; if Customer wishes to resell Offerings, procure Offerings as an OEM customer, or for the purposes of its personal use as a consumer, alternative terms and conditions apply (see www.dell.co.uk/terms).

1.2 Products and Services. "Products" are either (i) Supplier provided IT hardware products ("Equipment") or (ii) Supplier provided generally available software, whether microcode, firmware, operating systems or applications ("Software"). "Services" are Supplier's standard service offerings for maintenance and support of Products ("Support Services") or consulting, deployment, implementation, education and any other services that are not Support Services ("Professional Services").

1.3 Affiliates. In these CTS, "Affiliate" means, with respect to Customer, any other entity that directly or indirectly controls, is owned by, controlled by or under common ownership or control with Customer, and with respect to Supplier, Dell Inc. and its wholly-owned or wholly-controlled subsidiaries; "control" means more than 50% of the voting power or ownership interests.

2. Quoting and Ordering.

2.1 Process. Customer may request to procure Offerings by either: (i) issuing a Customer purchase order that references a "Quote" (a Supplier issued document detailing specification and price of Offerings) previously issued by Supplier; or (ii) ordering through either www.dell.com or other online or telephone process (in which case details of the Offering and its price communicated to Customer during such order process shall be considered the "Quote"). Quoted prices are effective until the expiration date of the Quote but may change due to shortages in materials or resources, increase in the cost of manufacturing, or other factors. Orders are subject to acceptance by Supplier; unless Supplier has otherwise accepted Customer's order (e. g. through an order confirmation), shipment of Products or commencement of Service delivery, respectively, shall be deemed Supplier's acceptance of Customer's order. Each Supplier-accepted order is hereinafter referred to as an "Order" and forms a single contract between Supplier and Customer. Supplier may split an Order into separate transactions, each of which will form an Order. Orders are subject to availability and are cancellable only by Supplier except as expressly permitted in a Quote. Supplier reserves the right to cancel Orders affected by a pricing, typographical or other error.

2.2 Product and Service Specific Terms. Scope and details of Product and Service-specific terms are specified in the applicable description / terms that are (i) attached to or referred in a Quote, or (ii) made available at the applicable then-current Supplier website for Product or Service-specific terms (accessible at www.dell.com/offerspecific/terms). Such standard descriptions or terms are from time to time referred to as "Service Description(s)", "Product Notices" or "Service Briefs". The version of the applicable document that is effective as of the date of the applicable Quote, shall be deemed incorporated into the Order and shall prevail over the terms of these CTS in case of any conflict. Scope and details of customized Services not covered by such a standard description shall be documented in a mutually agreed Statement of Work ("SOW").

2.3 Exclusion of General Terms and Conditions, Order of Precedence. These CTS including the documents referenced herein shall apply to the exclusion of all other general terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier. The terms stated on the Quote itself shall prevail over the terms of these CTS in case of any conflict.

2.4 Revision of Offerings. Supplier may revise its Offerings, including after Customer places an Order but prior to Supplier's shipment or performance. As a result, Offerings Customer receives may differ from those ordered, as long as they still substantially meet or exceed the specifications as per the documentation of the originally ordered Product or Service.

3. Product Delivery.

3.1 Shipment. Unless otherwise agreed, Supplier shall arrange for shipment of the ordered Products to the delivery address agreed for the Order, through a common carrier designated by Supplier. Delivery dates are indicative. Software may be provided by Delivery of physical media or through electronic means, in which case "Delivery" of Software occurs when Supplier notifies Customer that Software is available for electronic download. Customer shall notify Supplier within 21 days of the invoice date if Customer believes any Product included in its Order is missing, wrong, or damaged, and shall ensure that the intended installation site meets the specifications as per the product documentation.

3.2 Transfer of Risk and Title. Risk of loss for Products transfers to Customer upon Delivery. "Delivery" shall have occurred: (i) for Equipment or Software delivered through physical media: once it has arrived at the agreed delivery address; (ii) for Software delivered electronically or through a Transformational License Agreement or similar enterprise license arrangement, once Supplier has made it available for download and has notified Customer thereof and/or has sent out activation codes to Customer where required to use the Software. Title to sold Equipment passes to Customer upon the later of (a) Delivery or (b) receipt of full payment according to Section 3.3 (Retention of Title).

3.3 Retention of Title. In order to secure Supplier's rights to receive payment for the Equipment, Supplier retains title in the Equipment until full payment is received and, until that time, Customer will:

A. Hold the Equipment on a fiduciary basis as Supplier's bailee and shall not pledge or in any way charge by way of security for any indebtedness any of the Products;

B. Ensure that the Equipment remains readily identifiable as Supplier's property; C. Not destroy, deface or obscure any identifying mark on the Equipment; and

D. Maintain the Equipment in satisfactory condition. 3.4 Acceptance. All Products will be deemed to be accepted upon Delivery. Notwithstanding such acceptance, Customer retains all rights and remedies under the warranty terms in Section 7.

4. Software Licenses.

Customer's rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula ("EULA") shall apply. Supplier will provide a hard copy of the applicable terms upon request. For certain Software offerings, license terms are included in the product-specific terms stated in Section 2.2. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

5. Services.

5.1 Support Services.

A. Scope and Term. Supplier shall provide Support Services in accordance with the applicable Service Description or Product Notice (see Section 2.2), for the (initial or renewal) period agreed in the applicable Order. Unless otherwise agreed therein, the initial Support Services procured together with the Product start on the commencement date of the warranty period (as specified in Section 7.1).

B. Support Availability and Release Cycles. Availability of Support Services is governed by Supplier's "End-of-Service-Life" policies, to be made available to Customer upon request. Subject to such policies, Support Services for Software apply to the current and the immediately prior release of the Software.

C. Limitations. Support Services do not cover any of the following: (i) problems that are excluded from warranty coverage according to Section 7 below; (ii) problems that cannot be reproduced at Supplier's facility or via remote access to Customer's facility; (iii) providing media replacement, operating supplies, cosmetic accessories or parts such as frames, and cover or support on those items; (iv) repairing damage or defects in Equipment that are purely cosmetic and do not affect device functionality.

D. Maintenance Tools and Spare Parts. Supplier may, at its discretion, store tools and spare parts used by Supplier to perform diagnostic or remedial activities in connection with Products at the Customer's site or on Customer's systems, and Customer agrees that such are for use only by Supplier authorized personnel and further authorizes Supplier to remove and/or disable them when no longer needed by Supplier to provide its Services.

E. Replacements. All replaced Equipment or components thereof shall be returned to Supplier and become the property of Supplier upon Customer's receipt of the corresponding replacement, unless specifically agreed otherwise in an Order; if Customer does not return a replaced component or Equipment within 15 days after receipt of Supplier's request, then Customer must pay Supplier at the then-current spare parts list price for the Equipment or portions that Customer has failed to return. If Supplier determines that a component of a defective Equipment product is "customer-replaceable", i.e. one that is easily disconnected and reconnected, or if the Supplier analyst determines that the Equipment should be replaced as a whole, Supplier reserves the right to send Customer a component or whole replacement Equipment for exchange.

F. Data Responsibility. Supplier shall not access or use any Customer production data stored on the Products, unless Customer has exceptionally and expressly authorized Supplier to do so. Unless a data deletion service is expressly ordered from Supplier, Customer is responsible for removing all information and data stored on replaced parts, or on any other Products returned to Supplier. Supplier will not restore any data or software removed from returned Products.

G. Customer-Initiated Changes. If Customer intends: (i) to relocate Equipment to a different installation site (where applicable to the Product, e.g. infrastructure products); (ii) to change the hardware configuration on its own; or (iii) to deny the activation or to disable remote support features of a Product, Customer shall notify Supplier in advance. Where any of such action limits Supplier's ability to provide Support Services for the affected Product or increases the Supplier's cost of providing Support Services, Supplier is entitled to make the continuation of Support Services dependent on Customer paying a reasonable adjustment of the ongoing fees and a reasonable charge for any re-certification services Supplier reasonably considers necessary for continued support; agreed proactive support capabilities, response times, or other service levels may no longer apply.

5.2 Professional Services.

A. Scope of Services. Supplier shall provide Professional Services including any Deliverables (as defined below) in accordance with the applicable Service Description, SOW (see Section 2.2) or other agreed documentation containing the specifics of such services ("Service Specification"). Professional Services are provided as a separate and independent service even if mentioned together with the sale or licensing of Products by Supplier in the same Order. Supplier is not providing legal or regulatory advice in any Professional Services.

B. Grant of License Rights in Deliverables. "Deliverables" means any reports, analyses, scripts, code, or other work results that Supplier delivers to Customer within the framework of fulfilling obligations under a Service Specification. "Proprietary Rights" mean all patents, copyrights, trademarks, trade secrets, or other intellectual property rights of a party. Subject to Customer's compliance with the terms of these CTS and any applicable Service Specification, Customer's payment of applicable amounts due, and Supplier's Proprietary Rights in any underlying intellectual property incorporated into any Deliverables or used by Supplier to perform Professional Services, Supplier grants Customer a non-exclusive, non-transferable, revocable (in case of non-payment, or any breach of these CTS or any

applicable Service Specification) license to use (without the right to sublicense) the Deliverables provided by Supplier for Customer's internal business purposes, only and solely in accordance with the applicable Service Specification and subject to these CTS. Customer may authorize its service providers to use the Deliverables, but solely on Customer's behalf, solely for Customer's internal business purposes, and Customer shall be responsible for service provider's compliance with these restrictions. Supplier reserves for itself all Proprietary Rights that it has not expressly granted to Customer herein. The license granted in this Section 5.2 B does not apply to: (i) any Products; or (ii) items licensed or otherwise provided under a separate agreement. Supplier is not limited in developing, using, or marketing services or products that are similar to the Deliverables or Professional Services provided hereunder, any Service Specification, or, subject to Supplier's confidentiality obligations to Customer, in using the Deliverables or performing similar Professional Services for any other projects.

5.3 Customer Responsibilities. At no charge to Supplier, Customer shall: (i) provide Supplier personnel with timely access to appropriate facilities, space, power, documentation, files, data, information, additional software (if needed); (ii) use skilled and authorized Customer personnel to assist and cooperate with Supplier in the provision of the Services as reasonably requested by Supplier; (iii) be responsible for physical and network security and all conditions in its business necessary for due performance of Services; (iv) allow Supplier remote and onsite access to the Products and Customer's infrastructure environment, as required; and (v) where applicable, promptly notify Supplier when Products fail and provide Supplier with sufficient details of the failure such that the failure can be reproduced by Supplier. For Professional Services, further details may be set forth in the Service Specification.

5.4 Termination of Services. Either party may terminate Services only for material breach by the other party if such other party has failed to cure such a breach within a reasonable grace period of no less than 30 days set by the other party in writing.

6. Invoicing and Payment.

6.1 Invoicing. Supplier shall invoice the price of the Offerings plus any applicable charges to Customer in the currency agreed in the Order. Supplier may invoice parts of an Order separately or together in one invoice.

6.2 Payment Terms. Customer shall pay Supplier's invoices in full and in the same currency as Supplier's invoice 30 days after the date of the invoice, with interest accruing after the due date at a rate of 8 per cent above the Bank of England base rate. Such payment terms are subject to regular credit checking by Supplier. In case of Customer's default in payment Supplier shall, until arrangements as to payment or credit have been established, be entitled to: (i) cancel or suspend its performance of such Order and/or (ii) withhold performance under these CTS.

6.3 Taxes. The charges due under each Order are exclusive of, and Customer shall pay or reimburse Supplier for all, value added taxes (VAT), sales, use, excise, withholding, personal property, goods and services and other taxes, governmental fees, levies, customs and duties resulting from Customer's purchase, except for taxes based on Supplier's net income, gross revenue, or employment obligations. If Customer qualifies for a tax exemption, Customer must provide Supplier with a valid certificate of exemption or other appropriate proof of exemption within 1 week of the date of Customer's Order. If Customer is required to withhold taxes, then Customer will within 60 days of remittance to the applicable tax authority provide Supplier with satisfactory evidence (e.g. official withholding tax receipts) that Customer has accounted to the relevant authority for the sum withheld or deducted, otherwise Supplier will charge Customer for the amount that Customer has deducted for the transaction.

7. Warranty.

7.1 Product Warranty. Supplier warrants that Equipment, under normal usage and with regular recommended service, will be free from material defects in material and workmanship, and that Equipment and Software will perform substantially in accordance with the corresponding standard Product Notice or other product documentation issued by Supplier. Customer must promptly notify Supplier of any warranty claims within the warranty period. Unless otherwise agreed in the Order the warranty period is 12 months for Equipment and 90 days for Software, commencing upon the date of invoice. Equipment upgrades are warranted until the end of the warranty period for the Equipment into which such upgrades are installed. Supplier does not warrant that Products meet customer-specific requirements. Supplier does not warrant that the operation of Software shall be uninterrupted nor error free, nor that all defects can be corrected. Dell Services do not affect a Customer's statutory warranty entitlement.

7.2 Customer's Remedies. Supplier's entire liability under the warranties for Products described in Section 7.1 shall be for Supplier, at its option and cost, to repair or to replace the affected Product, and, if Supplier is unable to effect such within a reasonable time, then Supplier will refund the amount Customer paid for the affected Product as depreciated on a straight-line basis over a five year period, upon return of such Product to Supplier.

7.3 Services. Supplier will perform Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify Supplier of any failure to so perform within ten days after the date on which such failure first occurs. In such case, Supplier will use reasonable efforts to correct such failure within a reasonable period of time. If, after reasonable efforts, Supplier is not able to correct such deficiencies for reasons for which Supplier is responsible, then Customer may terminate the affected Services for cause by providing written notice to Supplier.

7.4 Limitations. Warranties in respect of Offerings do not cover problems that arise from: (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Product is used or other causes beyond Supplier's control; (iii) installation, operation or use not in accordance with Supplier's instructions and the applicable documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; and/or (v) modification, alteration or repair by anyone other than Supplier personnel, unless conducted under instructions from Supplier.

7.5 Exclusive Remedies. Supplier's warranties for Offerings and Customer's remedies in case of breach of any warranty are exhaustively described in these CTS, and any warranties implied by applicable law are excluded, insofar as permitted under such law.

7.6 Software License Terms. Where specific warranty terms are set out for certain titles or types of Software in the applicable license terms (see Section 4), such terms shall apply instead of those in this Section 7.

8. Limitation of Liability.

For all claims of either party to the other for damages under or in connection with any transaction (including an Order) under these CTS, whatever the legal basis may be (including tort), the following shall apply:

8.1 Unlimited Liability. Nothing herein shall exclude or limit liability for: (i) death or personal injury resulting from negligence; (ii) fraud or fraudulent misrepresentation; or (iii) misappropriation or infringement of Supplier's or its Affiliates' intellectual property rights; (iv) timely fulfillment of payment obligations; or (v) any other liability that cannot be excluded by law.

8.2 Limitations. Neither party shall be liable for: (i) loss of profit, income or revenue; (ii) loss of use of systems or networks; (iii) loss of goodwill or reputation; (iv) loss of, corruption of or damage to data or software; (v) recovery or reinstallation of data or programs; or (vi) special, indirect or consequential loss or damage. Supplier (and its suppliers) shall have no liability for any damages resulting from Customer's use or attempted use of Third Party Software, Free Software or Development Tools, all defined in the EULA described in Section 4, or Third-Party Offerings, described in Section 9.

8.3 Prevention and Mitigation. Customer is solely responsible for its data. Customer shall implement IT architecture and processes enabling Customer to prevent and mitigate damages in line with the criticality of the systems and data for Customer's business and its data protection requirements, including a business recovery plan. In that regard, Customer shall: (i) provide for a backup process on a regular (at least daily) basis and backup relevant data before Supplier performs any remedial, upgrade or other works on Customer's IT systems; (ii) monitor the availability and performance of its IT during the performance of Services; and (iii) promptly react on messages and alerts received from Supplier or through notification features of the Products and immediately report any identified issue to Supplier. To the extent that Supplier has any liability for data loss, Supplier shall only be liable for the cost of commercially reasonable and customary efforts typical effort to recover the lost data from Customer's last available backup.

8.4 Liability Cap. For each damaging event or series of connected events during any twelve month period, either party's liability to the other, whatever the legal basis (including tort), will not exceed the lower of the (i) total amount of the net fees paid or payable by Customer to Supplier for the Product or Service giving rise to the liability; or (ii) £500,000 Pounds.

9. Third-Party Offerings.

Supplier may offer to supply products and services from a third party manufacturer/supplier and that are neither "Dell" nor "Dell EMC" branded ("Third-Party Offerings"), and may include offerings from Supplier Affiliates using brands other than "Dell" or "Dell EMC". Notwithstanding any other provisions herein, Third-Party Offerings are subject to the standard license, services, warranty, indemnity and support terms of the third-party manufacturer/supplier (or an applicable direct agreement between Customer and such manufacturer/supplier), to which Customer shall adhere. To the extent that the third-party manufacturer/supplier may process any personal data on behalf of the Customer in the provision of the Third Party Offering, that third party manufacturer/supplier shall do so in accordance with its' form of a data processing agreement, which shall be made available to Customer in the Product and Service Specific Terms referenced in Section 2.2, or though the applicable third party manufacturer/supplier. References to warranty and support information for Third-Party Offerings are available in the Product and Service Specific Terms referenced in Section 2.2 or though the applicable third party manufacturer/supplier. Even if support fees are invoiced through Supplier, Third-Party Offerings are generally not supported by Supplier and Customer shall contact such third party directly for support (except as otherwise set forth in the in the Product and Service Specific Terms referenced in Section 2.2). Any warranty, damages or indemnity claims against Supplier in relation to Third-Party Offerings are expressly excluded. The remaining provisions of these CTS applicable to Offerings shall apply to Third-Party Offerings.

10. Confidentiality.

Information exchanged in connection with the negotiation, conclusion and performance of a transaction governed by these CTS that is not generally known to the public, whether or not it is expressly designated as confidential or which, due to the nature of the information or the circumstances surrounding its disclosure, should reasonably be understood to be confidential ("Confidential Information"), including the terms of the Quote, may only be disclosed to an Affiliate or another third party on a "need-to-know" basis and shall be reasonably protected against disclosure to third parties. The receiving party shall be liable to the disclosing party for disclosures by its or its Affiliates' personnel or advisors.

11. Data Privacy.

11.1 Compliance with Laws. Each party shall comply with all privacy laws and regulations that are applicable to that party in relation to the processing of personal data under an Order hereunder. In this Section 11, "personal data", "controller" and "processing" shall have the meaning set out in the General Data Protection Regulation (EU) 2016/679.

11.2 Data Processing Terms. To the extent that Supplier may process any personal data on behalf of the Customer in the performance of an Order hereunder, Supplier shall only do so in line with applicable laws and regulations and in accordance with a form of a data processing agreement to be agreed between the parties. In the absence of an agreed form of a data processing agreement, Supplier's standard data processing terms shall apply, which are available here https://www.dell.com/learn/uk/en/ukcorp1/legal_docs/data_protection_terms_uk_en.pdf. Where Supplier processes any personal data acting as a controller, it shall do so in accordance with its country-specific privacy policies, available at www.dell.com/Privacy.

11.3 Customer Responsibility. Customer will provide personal data to Dell only where strictly required. Customer agrees that it will, prior to disclosure of or provision of access thereto by the Supplier, obtain all necessary rights, permissions and consents associated with: (a) technology or data (including personal data) that Customer and its Affiliates provide to Supplier or its Affiliates, and (b) non-Supplier software or other components that Customer and its Affiliates direct or request that Supplier or its Affiliates use with, install, or integrate as part of the Supplier's Offerings. Customer is solely responsible for reviewing data that will be provided to or accessed by Supplier in the provision of the Offerings to ensure that it does not contain: (i) data that is classified, ITAR (International Traffic in Arms Regulations) related data, or both; or (ii) articles, services, and related technical data designated

as defense articles and defense services. Customer will defend and indemnify Supplier and its Affiliates against any third party claim resulting from a breach of the foregoing, or from Customer's infringement or misappropriation of intellectual property rights of Supplier, its Affiliates or third parties.

12. General.

12.1 Governing Law and Place of Jurisdiction . These CTS are governed by the laws of England and Wales. To the extent permitted by law, the English courts will have exclusive jurisdiction over any disputes arising out of or in connection with these CTS and all transactions governed by it. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

12.2 Trade Compliance. Customer's purchase of Offerings and access to related technology (collectively, the "Materials") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States, the European Union and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except in compliance with such laws, including, without limitation, export licensing requirements, end user, end-use, and end-destination restrictions, prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, or the U.S. Department of Commerce Entity List, and Denied Persons List, Military End User List, and Military Intelligence End User List. Customer represents that it is not the subject or target of, and that Customer is not located in a country or territory (currently including without limitation, North Korea, Cuba, Iran, Syria, and Crimea and the so-called Donetsk People's Republic and Luhansk People's Republic) that is the subject or target of, economic sanctions of the United States, European Union or other applicable jurisdictions. Customer will defend and indemnify Supplier and its Affiliates against any third party claim resulting from a breach of any of the obligations under this Section 12.2.

12.3 Entire Agreement. Any Orders concluded under these CTS comprise the entire agreement with respect to its subject matter and may be modified only by written agreement. The Product and Service specific terms, the EULA and any other information which is incorporated by reference (including reference to information contained in a URL or policy) form an integral part of these CTS.

12.4 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of its obligations (other for the payment of fees) caused by events beyond its reasonable control. If such delay or failure lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, the Order by giving written notice to the delayed party. Events beyond reasonable control include, without limitation, act of God, war, riot, civil commotion, terrorist acts, malicious damage, governmental or regulatory actions, accident, breakdown of plant or machinery, local or national emergency, explosions, fire, natural disasters, severe weather or other catastrophes, epidemics or

pandemics, general import/export/customs process problems affecting supplies to Supplier or to Customer, shortages in materials, failure of a utility service or transport network, embargo, strike, lock out or other industrial dispute (whether involving Supplier's workforce or any other party), or default of suppliers or subcontractors due to any of the preceding events.

12.5 High-Risk Applications. Customer acknowledges that the Offerings are not designed or intended for use in high-risk activities which means the use of the Offerings in hazardous environments requiring fail safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support machines, or any other potentially life critical uses.

12.6 Assignment and Subcontracting. Neither party shall assign, transfer or novate any Order, or any right or obligation thereunder, or delegate any performance without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing: (i) Supplier may use Affiliates or other qualified subcontractors to perform its obligations hereunder, provided that Supplier shall remain responsible for the performance thereof; and (ii) either party may assign rights to payments arising under any Order without consent of the other party.

12.7 Third Party Rights. There are no third-party beneficiaries to this CTS or any Order under any laws, including the Contracts (Rights of Third Parties) Act 1999.

12.8 Waiver and Severability. Failure to enforce a provision of this CTS will not constitute a waiver of that or any other provision of this CTS. If any part of an Order including these CTS is held unenforceable, the validity of all definitions and the remaining provisions shall not be affected.

12.9 Notices. The parties will provide all notices under this CTS in writing. CTS UK FEB 2023



Your quote is ready for
purchase.

Complete the purchase of your personalized quote through our secure
online checkout before the quote expires on 14/03/2024.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	STFC ACP Site 2 Silver 5Yr PSP NBD
Quote No.:	3400005425790.1
Total (GBP):	£269,935.20
Solution ID:	4938315.1
Quoted On:	13/02/2024
Expires By:	14/03/2024

Company Name:	Science & Tech. Facilities Council (STFC)
Customer Name:	UKRI / LTD / Technology / Avenue / UK SBS / Accounts Payable
Customer Number:	GB8002616
End User:	Science & Tech. Facilities Council (STFC) GB8002616

Sales Representative:
Email:

Message from your Sales Rep:

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,

Billing Address:	Sold To Address:
Science & Tech. Facilities Council (STFC)	Science & Tech. Facilities Council (STFC)

UKRI / LTD / Technology / Avenue / UK SBS	UKRI / LTD / Technology / Avenue / UK SBS
/ Accounts Payable	/ Accounts Payable
c/o UK Shared Business	c/o UK Shared Business
Service Polaris House, North	Service Polaris House, North
Star Ave SN2 1UH, Wiltshire.	Star Ave SN2 1UH, Wiltshire.
Swindon Great Britain	Swindon Great Britain

Pricing Summary

	Tax Type	Qty	List Price	Unit Price	Subtotal
1. Controller DD9400 NFS CIFS Lot9 [PowerProtect DD9400 - EMEA]	SR	1	£246,210.02	£24,499.00	£24,499.00
2. DD DS60 SHELF Field Lot9 [DAE with Disk Packs - EMEA]	SR	1	£736,926.36	£68,999.00	£68,999.00
3. DD DS60 SHELF Field Lot9 [Additional DAEs - EMEA]	SR	1	£17,079.34	£1,650.00	£1,650.00
4. DD Software Base - VP [Required Software - EMEA]	SR	1	£1,213,294.83	£115,799.00	£115,799.00
5. DD Software Base - VP [Additional Software - EMEA]	SR	1	£144,566.13	£13,999.00	£13,999.00

Subtotal: £224,946.0
Shipping: £0.00
VAT: £44,989.2

Tax Summary

Type	VAT Rate(%)	GBP Net	GBP VAT
SR	20.00	224,946.00	44,989.20

Total (GBP): £269,935.2

Have you considered. .?

Financing your hardware technology with Dell Technologies Flexible Payment Solutions rather than a single cash payment?

Our Technology Rotation solution allows you to save money and may contribute to your environmental sustainability goals

Example;		Total cost with a Flexible Payment Solutions	Cash Price without Flexible Payment Solutions	SAVINGS
12 x £16,870.95 Quarterly payments	=	£202,451.40	£224,946.00	£22,494.60
16 x £14,059.13 Quarterly payments	=	£224,946.08		£-0.08

If regularly refreshing your hardware technology is not your priority, our Technology Ownership solution enables you to pay incrementally over time with a goal to own the technology.
This solution may not be available or may vary by country.

12 x £20,596.06 Quarterly payments	OR	16 x £15,892.43 Quarterly payments
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Payments are displayed in arrears. This is an indicative example only; a quote can be obtained by contacting Dell Financial Services directly.

Learn more by visiting: www.delltechnologies.com/payment-solutions
or call/email me to build a more tailored quote.

Leasing and financing is provided to qualified commercial customers by Dell Bank International d.a.c., trading as Dell Financial Services (DFS) at Innovation House, Cherrywood Science & Technology Park, Cherrywood, Dublin 18, Ireland and is regulated by the Central Bank of Ireland. Offers may not be available or may vary by country. Not all customers may qualify for these rates. Offers may be changed without notice and are subject to product availability, eligibility, credit approval and execution of documentation provided by and acceptable to DFS. Dell Technologies and the Dell Technologies logo are trademarks of Dell Inc.

Shipping Address:
Science & Tech. Facilities Council
(STFC) [REDACTED]
Daresbury Laboratory
Sci-Tech Daresbury
WA4 4AD, Warrington. Daresbury
Great Britain

Install At Address:
Science & Tech. Facilities Council
(STFC) [REDACTED]
Daresbury
Laboratory Sci-Tech
Daresbury Keckwick
Lane
WA4 4AD, Warrington. Daresbury
Great Britain

Shipping
Method:
Standard

Solution Name:
DD refresh DL

Product Details

	Tax Type	Qty	Unit Price	Subtotal
Controller DD9400 NFS CIFS Lot9 [PowerProtect DD9400				
-	SR	1	£24,499.00	£24,499.00
1. EMEA]				
(210-BGTS)				
Estimated delivery if purchased today: 16/04/2024				

Module	Description	SKU	Tax Type	Qty
Components				
PowerProtect DD 9400	Controller DD9400 NFS CIFS Lot9	210-BGTS	SR	1
PowerProtect DD 9400	DD9400 PSNT	321-BHGE		1
PowerProtect DD 9400	DD9400 Field Install kit	750-ABNV		1
High Availability?	Informational Purposes Only	800-BBQV		1
Factory Rack or Field Installed	Informational Purposes Only	800-BBQV		1
Desired Capacity	Informational Purposes Only	800-BBQV		660
DAE Type	Informational Purposes Only	800-BBQV		1
Drive Size	Informational Purposes Only	800-BBQV		1
Software Offering	Informational Purposes Only	800-BBQV		1
Add Cloud Tier?	Informational Purposes Only	800-BBQV		1
SSD Drives	DD 3.84TB internal Cache SSD	400-BHKU		5
Field Power Cords	POWER CORD,DD UK,BS1363,C13,2M	450-AJED	SR	10
Network Daughter Card	DD 10GBASE-T IO MODULE 4PORT NDC INTEL	492-BDES	SR	1
SAS Card	DD 12G 4 port SAS HBA	406-BBPF		2
SAS Cables	DD 4M SAS HD FLEX	470-ADZF	SR	1
DPE Input Output Cards	DD 10GSFP IO MODULE 4Port Full Height	406-BBPD	SR	2
Transceivers & Network Cables	Cable 10GbE 5M TWINAX	470-ADZK	SR	8

UK OFFICIAL

Dell	ProDeploy Plus for PowerProtect Data Domain 6XXX 9XXX	683-23696	SR	1
Services:Deployment Services				
Dell	ProDeploy Plus for PowerProtect Data Domain 6XXX 9XXX Deployment	683-23697	SR	1
Services:Deployment Verification Services				
Dell	ProDeploy Plus Training Credits 500 Redeem at education.dellemc.com	706-12476	SR	1
Services:Deployment Expires 1Yr from Order Date Services				
Platform	Informational Purposes Only	800-BBQV		1
Upgrade Type	Informational Purposes Only	800-BBQV		1
RESTRICTED - Internal Use Only - APEX Fulfillment	Informational Purposes Only	800-BBQV		1
Software				
Operating System	DD OS Latest=IA	619-ARQY		1
Service				
Dell Services: Hardware Support	Parts Only Warranty 36 Months, 36 Month(s)	709-BEBJ	SR	1
Dell Services: Extended Service	ProSupport And Next Business Day Onsite Service Extension, 24 Month(s)	199-BKZT	SR	1
Dell Services: Extended Service	ProSupport And Next Business Day Onsite Service Initial, 36 Month(s)	199-BKZU	SR	1
		Tax Type	Qty	Unit Price
				Subtotal
2.	DD DS60 SHELF Field Lot9 [DAE with Disk Packs - EMEA]			
	(210-BGSJ)	SR	1	£68,999.00
Estimated delivery if purchased today: 07/03/2024				

Module	Description	SKU	Tax Type	Qty
Components				
PowerProtect DD DAEs	DD DS60 SHELF Field Lot9	210-BGSJ	SR	1
Disk Packs	HDD DISK PK 15X8TB SAS FL DS60	400-BMDR	SR	6
Disk Packs	DD HDD DISK PK 15X8TB SAS DS60 OP	400-BHLB		2
Desired Capacity	Informational Purposes Only	800-BBQV		660
Factory Rack or Field Installed	Informational Purposes Only	800-BBQV		1
Drive Size	Informational Purposes Only	800-BBQV		1
DAE Type	Informational Purposes Only	800-BBQV		1
Add Cloud Tier?	Informational Purposes Only	800-BBQV		1
Platform	Informational Purposes Only	800-BBQV		1
High Availability?	Informational Purposes Only	800-BBQV		1
Dell	ProDeploy Plus for DSXX	683-23660	SR	1
Services:Deployment Services				
Dell	ProDeploy Plus for DSXX Deployment Verification	683-23661	SR	1
Services:Deployment Services				

Service					
Dell Services: Hardware Support	Parts Only Warranty 36 Months, 36 Month(s)	709-BEBJ	SR		1
Dell Services: Extended Service	ProSupport And Next Business Day Onsite Service Extension, 24 Month(s)	199-BKZT	SR		1
Dell Services: Extended Service	ProSupport And Next Business Day Onsite Service Initial, 36 Month(s)	199-BKZU	SR		1
Cloud Tier-Over Provisioning Add on HW Support	ProSupport and Next Business Day-HDD DISK PK 15X8TB SAS DS6X OP, 60 Month(s)	199-BBRE	SR		2
		Tax Type	Qty	Unit Price	Subtotal
3. DD DS60 SHELF Field Lot9 [Additional DAEs - EMEA] (210-BGSJ)		SR	1	£1,650.00	£1,650.00
Estimated delivery if purchased today: 07/03/2024					

Module	Description	SKU	Tax Type	Qty
Components				
PowerProtect DD DAEs	DD DS60 SHELF Field Lot9	210-BGSJ	SR	1
Desired Capacity	Informational Purposes Only	800-BBQV		660
Factory Rack or Field Installed	Informational Purposes Only	800-BBQV		1
Drive Size	Informational Purposes Only	800-BBQV		1
DAE Type	Informational Purposes Only	800-BBQV		1
Add Cloud Tier?	Informational Purposes Only	800-BBQV		1
Platform	Informational Purposes Only	800-BBQV		1
High Availability?	Informational Purposes Only	800-BBQV		1
Dell Services:Deployment Services	ProDeploy Plus for DSXX	683-23660	SR	1
Dell Services:Deployment Services	ProDeploy Plus for DSXX Deployment Verification	683-23661	SR	1
Service				
Dell Services: Hardware Support	Parts Only Warranty 36 Months, 36 Month(s)	709-BEBJ	SR	1
Dell Services: Extended Service	ProSupport And Next Business Day Onsite Service Extension, 24 Month(s)	199-BKZT	SR	1
Dell Services: Extended Service	ProSupport And Next Business Day Onsite Service Initial, 36 Month(s)	199-BKZU	SR	1
		Tax Type	Qty	Unit Price
				Subtotal
4. DD Software Base - VP [Required Software - EMEA]				
(210-BBLY)		SR	1	£115,799.00
Estimated delivery if purchased today: 15/02/2024				

Module	Description	SKU	Tax Type	Qty
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Components

Platform	Informational Purposes Only	800-BBQV		1
Desired Capacity	Informational Purposes Only	800-BBQV		660
Software Offering	Informational Purposes Only	800-BBQV		1
High Availability?	Informational Purposes Only	800-BBQV		1
Upgrade Type	Informational Purposes Only	800-BBQV		1
DAE Type	Informational Purposes Only	800-BBQV		1
Drive Size	Informational Purposes Only	800-BBQV		1

Software

Base	DD Software Base - VP	210-BBLY		1
Operating Environment	LICENSE BASE DD OE =IA	149-BBHF	SR	1
Software Perpetual				
DD Capacity License	High Density Active 1TB RAW=CB	149-BBHJ	SR	660
Perpetual				

Service

Sftwr Svcs - Perpetual (VP)	ProSupport Next Business Day DD Sftwr Spt-Maint, 60 Month(s)	487-BJFX	SR	1
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		Tax Type	Qty	Unit Price	Subtotal
5.	DD Software Base - VP [Additional Software - EMEA] (210-BBLY)	SR	1	£13,999.00	£13,999.00
	Estimated delivery if purchased today: 15/02/2024				

Module	Description	SKU	Tax Type	Qty
Components				
Desired Capacity	Informational Purposes Only	800-BBQV		660
Software Offering	Informational Purposes Only	800-BBQV		1
Add Cloud Tier?	Informational Purposes Only	800-BBQV		1
Upgrade Type	Informational Purposes Only	800-BBQV		1
Software				
Base	DD Software Base - VP	210-BBLY		1
Boost Perpetual	DD Boost 1TB=CB	151-BBKF	SR	660
Replication Perpetual	DD Replication 1TB=CB	151-BBKK	SR	660
Service				
Sftwr Svcs - Perpetual (VP)	ProSupport Next Business Day DD Additional Sftwr Spt-Maint, 60 Month(s)	487-BJGF	SR	1

CONNECT WITH DELL:



Quote Terms

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"), on the basis of the Governing Terms defined below. Unless otherwise stated herein, all prices are net of VAT (which will be invoiced at the applicable statutory rate) and are valid for thirty days from the date of this Quote. Supplier reserves the right to cancel this Quote (and/or the corresponding purchase) as a result of any pricing errors. Additional freight charges may be applied if Customer requests expedited shipping.

Governing Terms: This Quote is subject to:

- A separate written agreement between Customer (or Customer's affiliate) and Supplier (or Supplier's affiliate) to the extent that it expressly applies to the quoted items in this Quote;

or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale that are available as follows:

- For commercial end users: <https://www.dell.com/learn/uk/en/ukcorp1/terms-of-sale-commercial-and-public-sector-terms-of-sale>

- For distributors or resellers: www.dell.com/learn/uk/en/ukcorp1/terms-of-sale-reseller

- For OEM customers: https://www.dell.com/learn/uk/en/ukcorp1/legal_terms-conditions_dellgrmwebpage/oem-uk?c=uk&l=en&s=corp&cs=ukcorp1

- For cloud/as-a-Service offerings, the applicable cloud terms of service, identified on the Offer-Specific Terms (www.dell.com/offeringspecificterms).

And

- The terms stated or referenced herein

(collectively, the "Governing Terms").

Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Transfer of risk and title: Notwithstanding anything to the contrary in the Governing Terms, title, possession and risk of loss for hardware products purchased by Customer shall not pass to Customer before arrival of the hardware at the location detailed in this Quote as the address to which Dell will ship such products. The same applies to media on which software purchased by Customer is provided outside of a Transformational License Agreement or similar enterprise licensing arrangement.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are detailed at www.dell.com/servicecontracts/global or, for certain infrastructure products, at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program-Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms.

In case of Resale only: Should Customer procure the quoted items for resale, whether on a standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a lease or other financing arrangement ("Financing Agreement") for the quoted items with Dell Financial Services or other funding source pre-approved by Supplier ("Funder"), Customer may so notify Supplier and issue its purchase order to Supplier. In this case, Supplier will deliver the quoted items to Customer and invoice Funder upon confirmation from Funder. If a Finance Agreement is agreed between Customer and Funder in the form of a lease, Customer's rights to use the products are, as between Customer and Funder, subject to the terms of the Financing Agreement and, as between Customer and Supplier, the provisions of the Governing Terms to the extent they are compatible with the legal nature of a lease obtained from a third party funder. This means, in particular, that warranties, indemnities, damages and limitations of liability and, unless otherwise agreed in the Financing Agreement, license terms of the Governing Terms will apply, while terms on transfer of title, payment and rights to return, to rescind or to refunds will not apply. The foregoing shall be deemed to fully satisfy any obligation of Funder to extend to Customer benefits given by Supplier.

In case Supplier is notified (by Funder or by Customer) that Customer is no longer pursuing a Financing Agreement for these items, the transaction shall be considered a sale and Customer shall pay Supplier according to the Governing Terms.

Electronically linked terms and descriptions are available in hard copy upon request.

Dell Commercial Terms of Sale for the United Kingdom

1. Introduction.

1.1 Scope. These Commercial Terms of Sale ("CTS") govern Customer's procurement and Supplier's provisioning of Products and Services (collectively "Offerings") unless there is a master agreement in place between Customer and Supplier that covers the relevant Offerings. Offerings comprise of "Dell" or "Dell EMC" branded Products and Services as well as certain Third-Party Offerings in accordance with Section 9 that Supplier may offer from time to time. References to "Customer" shall mean the entity ordering the Offerings and references to "Supplier" shall mean Dell Corporation Limited or such other Dell legal entity as may be specified in the Quote or Order. The Offerings are solely for Customer's internal business use; if Customer wishes to resell Offerings, procure Offerings as an OEM customer, or for the purposes of its personal use as a consumer, alternative terms and conditions apply (see www.dell.co.uk/terms).

1.2 Products and Services. "Products" are either (i) Supplier provided IT hardware products ("Equipment") or (ii) Supplier provided generally available software, whether microcode, firmware, operating systems or applications ("Software"). "Services" are Supplier's standard service offerings for maintenance and support of Products ("Support Services") or consulting, deployment, implementation, education and any other services that are not Support Services ("Professional Services").

1.3 Affiliates. In these CTS, "Affiliate" means, with respect to Customer, any other entity that directly or indirectly controls, is owned by, controlled by or under common ownership or control with Customer, and with respect to Supplier, Dell Inc. and its wholly-owned or wholly-controlled subsidiaries; "control" means more than 50% of the voting power or ownership interests.

2. Quoting and Ordering.

2.1 Process. Customer may request to procure Offerings by either: (i) issuing a Customer purchase order that references a "Quote" (a Supplier issued document detailing specification and price of Offerings) previously issued by Supplier; or (ii) ordering through either www.dell.com or other online or telephone process (in which case details of the Offering and its price communicated to Customer during such order process shall be considered the "Quote"). Quoted prices are effective until the expiration date of the Quote but may change due to shortages in materials or resources, increase in the cost of manufacturing, or other factors. Orders are subject to acceptance by Supplier; unless Supplier has otherwise accepted Customer's order (e. g. through an order confirmation), shipment of Products or commencement of Service delivery, respectively, shall be deemed Supplier's acceptance of Customer's order. Each Supplier-accepted order is hereinafter referred to as an "Order" and forms a single contract between Supplier and Customer. Supplier may split an Order into separate transactions, each of which will form an Order. Orders are subject to availability and are cancellable only by Supplier except as expressly permitted in a Quote. Supplier reserves the right to cancel Orders affected by a pricing, typographical or other error.

2.2 Product and Service Specific Terms. Scope and details of Product and Service-specific terms are specified in the applicable description / terms that are (i) attached to or referred in a Quote, or (ii) made available at the applicable then-current Supplier website for Product or Service-specific terms (accessible at www.dell.com/offeringsspecificterms). Such standard descriptions or terms are from time to time referred to as "Service Description(s)", "Product Notices" or "Service Briefs". The version of the applicable document that is effective as of the date of the applicable Quote, shall be deemed incorporated into the Order and shall prevail over the terms of these CTS in case of any conflict. Scope and details of customized Services not covered by such a standard description shall be documented in a mutually agreed Statement of Work ("SOW").

2.3 Exclusion of General Terms and Conditions, Order of Precedence. These CTS including the documents referenced herein shall apply to the exclusion of all other general terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier. The terms stated on the Quote itself shall prevail over the terms of these CTS in case of any conflict.

2.4 Revision of Offerings. Supplier may revise its Offerings, including after Customer places an Order but prior to Supplier's shipment or performance. As a result, Offerings Customer receives may differ from those ordered, as long as they still substantially meet or exceed the specifications as per the documentation of the originally ordered Product or Service.

3. Product Delivery.

3.1 Shipment. Unless otherwise agreed, Supplier shall arrange for shipment of the ordered Products to the delivery address agreed for the Order, through a common carrier designated by Supplier. Delivery dates are indicative. Software may be provided by Delivery of physical media or through electronic means, in which case "Delivery" of Software occurs when Supplier notifies Customer that Software is available for electronic download. Customer shall notify Supplier within 21 days of the invoice date if Customer believes any Product included in its Order is missing, wrong, or damaged, and shall ensure that the intended installation site meets the specifications as per the product documentation.

3.2 Transfer of Risk and Title. Risk of loss for Products transfers to Customer upon Delivery. "Delivery" shall have occurred: (i) for Equipment or Software delivered through physical media: once it has arrived at the agreed delivery address; (ii) for Software delivered electronically or through a Transformational License Agreement or similar enterprise license arrangement, once Supplier has made it available for download and has notified Customer thereof and/or has sent out activation codes to Customer where required to use the Software. Title to sold Equipment passes to Customer upon the later of (a) Delivery or (b) receipt of full payment according to Section 3.3 (Retention of Title).

3.3 Retention of Title. In order to secure Supplier's rights to receive payment for the Equipment, Supplier retains title in the Equipment until full payment is received and, until that time, Customer will:

A. Hold the Equipment on a fiduciary basis as Supplier's bailee and shall not pledge or in any way charge by way of security for any indebtedness any of the Products;

B. Ensure that the Equipment remains readily identifiable as Supplier's property; C. Not destroy, deface or obscure any identifying mark on the Equipment; and
D. Maintain the Equipment in satisfactory condition. 3.4 Acceptance. All Products will be deemed to be accepted upon Delivery. Notwithstanding such acceptance, Customer retains all rights and remedies under the warranty terms in Section 7.

4. Software Licenses.

Customer's rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula ("EULA") shall apply. Supplier will provide a hard copy of the applicable terms upon request. For certain Software offerings, license terms are included in the product-specific terms stated in Section 2.2. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

5. Services.

5.1 Support Services.

A. Scope and Term. Supplier shall provide Support Services in accordance with the applicable Service Description or Product Notice (see Section 2.2), for the (initial or renewal) period agreed in the applicable Order. Unless otherwise agreed therein, the initial Support Services procured together with the Product start on the commencement date of the warranty period (as specified in Section 7.1).

B. Support Availability and Release Cycles. Availability of Support Services is governed by Supplier's "End-of-Service-Life" policies, to be made available to Customer upon request. Subject to such policies, Support Services for Software apply to the current and the immediately prior release of the Software.

C. Limitations. Support Services do not cover any of the following: (i) problems that are excluded from warranty coverage according to Section 7 below; (ii) problems that cannot be reproduced at Supplier's facility or via remote access to Customer's facility; (iii) providing media replacement, operating supplies, cosmetic accessories or parts such as frames, and cover or support on those items; (iv) repairing damage or defects in Equipment that are purely cosmetic and do not affect device functionality.

D. Maintenance Tools and Spare Parts. Supplier may, at its discretion, store tools and spare parts used by Supplier to perform diagnostic or remedial activities in connection with Products at the Customer's site or on Customer's systems, and Customer agrees that such are for use only by Supplier authorized personnel and further authorizes Supplier to remove and/or disable them when no longer needed by Supplier to provide its Services.

E. Replacements. All replaced Equipment or components thereof shall be returned to Supplier and become the property of Supplier upon Customer's receipt of the corresponding replacement, unless specifically agreed otherwise in an Order; if Customer does not return a replaced component or Equipment within 15 days after receipt of Supplier's request, then Customer must pay Supplier at the then-current spare parts list price for the Equipment or portions that Customer has failed to return. If Supplier determines that a component of a defective Equipment product is "customer-replaceable", i.e. one that is easily disconnected and reconnected, or if the Supplier analyst determines that the Equipment should be replaced as a whole, Supplier reserves the right to send Customer a component or whole replacement Equipment for exchange.

F. Data Responsibility. Supplier shall not access or use any Customer production data stored on the Products, unless Customer has exceptionally and expressly authorized Supplier to do so. Unless a data deletion service is expressly ordered from Supplier, Customer is responsible for removing all information and data stored on replaced parts, or on any other Products returned to Supplier. Supplier will not restore any data or software removed from returned Products.

G. Customer-Initiated Changes. If Customer intends: (i) to relocate Equipment to a different installation site (where applicable to the Product, e.g. infrastructure products); (ii) to change the hardware configuration on its own; or (iii) to deny the activation or to disable remote support features of a Product, Customer shall notify Supplier in advance. Where any of such action limits Supplier's ability to provide Support Services for the affected Product or increases the Supplier's cost of providing Support Services, Supplier is entitled to make the continuation of Support Services dependent on Customer paying a reasonable adjustment of the ongoing fees and a reasonable charge for any re-certification services Supplier reasonably considers necessary for continued support; agreed proactive support capabilities, response times, or other service levels may no longer apply.

5.2 Professional Services.

A. Scope of Services. Supplier shall provide Professional Services including any Deliverables (as defined below) in accordance with the applicable Service Description, SOW (see Section 2.2) or other agreed documentation containing the specifics of such services ("Service Specification"). Professional Services are provided as a separate and independent service even if mentioned together with the sale or licensing of Products by Supplier in the same Order. Supplier is not providing legal or regulatory advice in any Professional Services.

B. Grant of License Rights in Deliverables. "Deliverables" means any reports, analyses, scripts, code, or other work results that Supplier delivers to Customer within the framework of fulfilling obligations under a Service Specification. "Proprietary Rights" mean all patents, copyrights, trademarks, trade secrets, or other intellectual property rights of a party. Subject to Customer's compliance with the terms of these CTS and any applicable Service Specification, Customer's payment of applicable amounts due, and Supplier's Proprietary Rights in any underlying intellectual property incorporated into any Deliverables or used by Supplier to perform Professional Services, Supplier grants Customer a non-exclusive, non-transferable, revocable (in case of non-payment, or any breach of these CTS or any

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applicable Service Specification) license to use (without the right to sublicense) the Deliverables provided by Supplier for Customer's internal business purposes, only and solely in accordance with the applicable Service Specification and subject to these CTS. Customer may authorize its service providers to use the Deliverables, but solely on Customer's behalf, solely for Customer's internal business purposes, and Customer shall be responsible for service provider's compliance with these restrictions. Supplier reserves for itself all Proprietary Rights that it has not expressly granted to Customer herein. The license granted in this Section 5.2 B does not apply to: (i) any Products; or (ii) items licensed or otherwise provided under a separate agreement. Supplier is not limited in developing, using, or marketing services or products that are similar to the Deliverables or Professional Services provided hereunder, any Service Specification, or, subject to Supplier's confidentiality obligations to Customer, in using the Deliverables or performing similar Professional Services for any other projects.

5.3 Customer Responsibilities. At no charge to Supplier, Customer shall: (i) provide Supplier personnel with timely access to appropriate facilities, space, power, documentation, files, data, information, additional software (if needed); (ii) use skilled and authorized Customer personnel to assist and cooperate with Supplier in the provision of the Services as reasonably requested by Supplier; (iii) be responsible for physical and network security and all conditions in its business necessary for due performance of Services; (iv) allow Supplier remote and onsite access to the Products and Customer's infrastructure environment, as required; and (v) where applicable, promptly notify Supplier when Products fail and provide Supplier with sufficient details of the failure such that the failure can be reproduced by Supplier. For Professional Services, further details may be set forth in the Service Specification.

5.4 Termination of Services. Either party may terminate Services only for material breach by the other party if such other party has failed to cure such a breach within a reasonable grace period of no less than 30 days set by the other party in writing.

6. Invoicing and Payment.

6.1 Invoicing. Supplier shall invoice the price of the Offerings plus any applicable charges to Customer in the currency agreed in the Order. Supplier may invoice parts of an Order separately or together in one invoice.

6.2 Payment Terms. Customer shall pay Supplier's invoices in full and in the same currency as Supplier's invoice 30 days after the date of the invoice, with interest accruing after the due date at a rate of 8 per cent above the Bank of England base rate. Such payment terms are subject to regular credit checking by Supplier. In case of Customer's default in payment Supplier shall, until arrangements as to payment or credit have been established, be entitled to: (i) cancel or suspend its performance of such Order and/or (ii) withhold performance under these CTS.

6.3 Taxes. The charges due under each Order are exclusive of, and Customer shall pay or reimburse Supplier for all, value added taxes (VAT), sales, use, excise, withholding, personal property, goods and services and other taxes, governmental fees, levies, customs and duties resulting from Customer's purchase, except for taxes based on Supplier's net income, gross revenue, or employment obligations. If Customer qualifies for a tax exemption, Customer must provide Supplier with a valid certificate of exemption or other appropriate proof of exemption within 1 week of the date of Customer's Order. If Customer is required to withhold taxes, then Customer will within 60 days of remittance to the applicable tax authority provide Supplier with satisfactory evidence (e.g. official withholding tax receipts) that Customer has accounted to the relevant authority for the sum withheld or deducted, otherwise Supplier will charge Customer for the amount that Customer has deducted for the transaction.

7. Warranty.

7.1 Product Warranty. Supplier warrants that Equipment, under normal usage and with regular recommended service, will be free from material defects in material and workmanship, and that Equipment and Software will perform substantially in accordance with the corresponding standard Product Notice or other product documentation issued by Supplier. Customer must promptly notify Supplier of any warranty claims within the warranty period. Unless otherwise agreed in the Order the warranty period is 12 months for Equipment and 90 days for Software, commencing upon the date of invoice. Equipment upgrades are warranted until the end of the warranty period for the Equipment into which such upgrades are installed. Supplier does not warrant that Products meet customer-specific requirements. Supplier does not warrant that the operation of Software shall be uninterrupted nor error free, nor that all defects can be corrected. Dell Services do not affect a Customer's statutory warranty entitlement.

7.2 Customer's Remedies. Supplier's entire liability under the warranties for Products described in Section 7.1 shall be for Supplier, at its option and cost, to repair or to replace the affected Product, and, if Supplier is unable to effect such within a reasonable time, then Supplier will refund the amount Customer paid for the affected Product as depreciated on a straight-line basis over a five year period, upon return of such Product to Supplier.

7.3 Services. Supplier will perform Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify Supplier of any failure to so perform within ten days after the date on which such failure first occurs. In such case, Supplier will use reasonable efforts to correct such failure within a reasonable period of time. If, after reasonable efforts, Supplier is not able to correct such deficiencies for reasons for which Supplier is responsible, then Customer may terminate the affected Services for cause by providing written notice to Supplier.

7.4 Limitations. Warranties in respect of Offerings do not cover problems that arise from: (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Product is used or other causes beyond Supplier's control; (iii) installation, operation or use not in accordance with Supplier's instructions and the applicable documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; and/or (v) modification, alteration or repair by anyone other than Supplier personnel, unless conducted under instructions from Supplier.

7.5 Exclusive Remedies. Supplier's warranties for Offerings and Customer's remedies in case of breach of any warranty are exhaustively described in these CTS, and any warranties implied by applicable law are excluded, insofar as permitted under such law.

7.6 Software License Terms. Where specific warranty terms are set out for certain titles or types of Software in the applicable license terms (see Section 4), such terms shall apply instead of those in this Section 7.

8. Limitation of Liability.

For all claims of either party to the other for damages under or in connection with any transaction (including an Order) under these CTS, whatever the legal basis may be (including tort), the following shall apply:

8.1 Unlimited Liability. Nothing herein shall exclude or limit liability for: (i) death or personal injury resulting from negligence; (ii) fraud or fraudulent misrepresentation; or (iii) misappropriation or infringement of Supplier's or its Affiliates' intellectual property rights; (iv) timely fulfillment of payment obligations; or (v) any other liability that cannot be excluded by law.

8.2 Limitations. Neither party shall be liable for: (i) loss of profit, income or revenue; (ii) loss of use of systems or networks; (iii) loss of goodwill or reputation; (iv) loss of, corruption of or damage to data or software; (v) recovery or reinstallation of data or programs; or (vi) special, indirect or consequential loss or damage. Supplier (and its suppliers) shall have no liability for any damages resulting from Customer's use or attempted use of Third Party Software, Free Software or Development Tools, all defined in the EULA described in Section 4, or Third-Party Offerings, described in Section 9.

8.3 Prevention and Mitigation. Customer is solely responsible for its data. Customer shall implement IT architecture and processes enabling Customer to prevent and mitigate damages in line with the criticality of the systems and data for Customer's business and its data protection requirements, including a business recovery plan. In that regard, Customer shall: (i) provide for a backup process on a regular (at least daily) basis and backup relevant data before Supplier performs any remedial, upgrade or other works on Customer's IT systems; (ii) monitor the availability and performance of its IT during the performance of Services; and (iii) promptly react on messages and alerts received from Supplier or through notification features of the Products and immediately report any identified issue to Supplier. To the extent that Supplier has any liability for data loss, Supplier shall only be liable for the cost of commercially reasonable and customary efforts typical effort to recover the lost data from Customer's last available backup.

8.4 Liability Cap. For each damaging event or series of connected events during any twelve month period, either party's liability to the other, whatever the legal basis (including tort), will not exceed the lower of the (i) total amount of the net fees paid or payable by Customer to Supplier for the Product or Service giving rise to the liability; or (ii) £500,000 Pounds.

9. Third-Party Offerings.

Supplier may offer to supply products and services from a third party manufacturer/supplier and that are neither "Dell" nor "Dell EMC" branded ("Third-Party Offerings"), and may include offerings from Supplier Affiliates using brands other than "Dell" or "Dell EMC". Notwithstanding any other provisions herein, Third-Party Offerings are subject to the standard license, services, warranty, indemnity and support terms of the third-party manufacturer/supplier (or an applicable direct agreement between Customer and such manufacturer/supplier), to which Customer shall adhere. To the extent that the third-party manufacturer/supplier may process any personal data on behalf of the Customer in the provision of the Third Party Offering, that third party manufacturer/supplier shall do so in accordance with its' form of a data processing agreement, which shall be made available to Customer in the Product and Service Specific Terms referenced in Section 2.2, or though the applicable third party manufacturer/supplier. References to warranty and support information for Third-Party Offerings are available in the Product and Service Specific Terms referenced in Section 2.2 or though the applicable third party manufacturer/supplier. Even if support fees are invoiced through Supplier, Third-Party Offerings are generally not supported by Supplier and Customer shall contact such third party directly for support (except as otherwise set forth in the in the Product and Service Specific Terms referenced in Section 2.2). Any warranty, damages or indemnity claims against Supplier in relation to Third-Party Offerings are expressly excluded. The remaining provisions of these CTS applicable to Offerings shall apply to Third-Party Offerings.

10. Confidentiality.

Information exchanged in connection with the negotiation, conclusion and performance of a transaction governed by these CTS that is not generally known to the public, whether or not it is expressly designated as confidential or which, due to the nature of the information or the circumstances surrounding its disclosure, should reasonably be understood to be confidential ("Confidential Information"), including the terms of the Quote, may only be disclosed to an Affiliate or another third party on a "need-to-know" basis and shall be reasonably protected against disclosure to third parties. The receiving party shall be liable to the disclosing party for disclosures by its or its Affiliates' personnel or advisors.

11. Data Privacy.

11.1 Compliance with Laws. Each party shall comply with all privacy laws and regulations that are applicable to that party in relation to the processing of personal data under an Order hereunder. In this Section 11, "personal data", "controller" and "processing" shall have the meaning set out in the General Data Protection Regulation (EU) 2016/679.

11.2 Data Processing Terms. To the extent that Supplier may process any personal data on behalf of the Customer in the performance of an Order hereunder, Supplier shall only do so in line with applicable laws and regulations and in accordance with a form of a data processing agreement to be agreed between the parties. In the absence of an agreed form of a data processing agreement, Supplier's standard data processing terms shall apply, which are available here https://www.dell.com/learn/uk/en/ukcorp1/legal_docs/data_protection_terms_uk_en.pdf. Where Supplier processes any personal data acting as a controller, it shall do so in accordance with its country-specific privacy policies, available at www.dell.com/Privacy.

11.3 Customer Responsibility. Customer will provide personal data to Dell only where strictly required. Customer agrees that it will, prior to disclosure of or provision of access thereto by the Supplier, obtain all necessary rights, permissions and consents associated with: (a) technology or data (including personal data) that Customer and its Affiliates provide to Supplier or its Affiliates, and (b) non-Supplier software or other components that Customer and its Affiliates direct or request that Supplier or its Affiliates use with, install, or integrate as part of the Supplier's Offerings. Customer is solely responsible for reviewing data that will be provided to or accessed by Supplier in the provision of the Offerings to ensure that it does not contain: (i) data that is classified, ITAR (International Traffic in Arms Regulations) related data, or both; or (ii) articles, services, and related technical data designated

as defense articles and defense services. Customer will defend and indemnify Supplier and its Affiliates against any third party claim resulting from a breach of the foregoing, or from Customer's infringement or misappropriation of intellectual property rights of Supplier, its Affiliates or third parties.

12. General.

12.1 Governing Law and Place of Jurisdiction . These CTS are governed by the laws of England and Wales. To the extent permitted by law, the English courts will have exclusive jurisdiction over any disputes arising out of or in connection with these CTS and all transactions governed by it. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

12.2 Trade Compliance. Customer's purchase of Offerings and access to related technology (collectively, the "Materials") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States, the European Union and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except in compliance with such laws, including, without limitation, export licensing requirements, end user, end-use, and end-destination restrictions, prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, or the U.S. Department of Commerce Entity List, and Denied Persons List, Military End User List, and Military Intelligence End User List. Customer represents that it is not the subject or target of, and that Customer is not located in a country or territory (currently including without limitation, North Korea, Cuba, Iran, Syria, and Crimea and the so-called Donetsk People's Republic and Luhansk People's Republic) that is the subject or target of, economic sanctions of the United States, European Union or other applicable jurisdictions. Customer will defend and indemnify Supplier and its Affiliates against any third party claim resulting from a breach of any of the obligations under this Section 12.2.

12.3 Entire Agreement. Any Orders concluded under these CTS comprise the entire agreement with respect to its subject matter and may be modified only by written agreement. The Product and Service specific terms, the EULA and any other information which is incorporated by reference (including reference to information contained in a URL or policy) form an integral part of these CTS.

12.4 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of its obligations (other for the payment of fees) caused by events beyond its reasonable control. If such delay or failure lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, the Order by giving written notice to the delayed party. Events beyond reasonable control include, without limitation, act of God, war, riot, civil commotion, terrorist acts, malicious damage, governmental or regulatory actions, accident, breakdown of plant or machinery, local or national emergency, explosions, fire, natural disasters, severe weather or other catastrophes, epidemics or

pandemics, general import/export/customs process problems affecting supplies to Supplier or to Customer, shortages in materials, failure of a utility service or transport network, embargo, strike, lock out or other industrial dispute (whether involving Supplier's workforce or any other party), or default of suppliers or subcontractors due to any of the preceding events.

12.5 High-Risk Applications. Customer acknowledges that the Offerings are not designed or intended for use in high-risk activities which means the use of the Offerings in hazardous environments requiring fail safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support machines, or any other potentially life critical uses.

12.6 Assignment and Subcontracting. Neither party shall assign, transfer or novate any Order, or any right or obligation thereunder, or delegate any performance without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing: (i) Supplier may use Affiliates or other qualified subcontractors to perform its obligations hereunder, provided that Supplier shall remain responsible for the performance thereof; and (ii) either party may assign rights to payments arising under any Order without consent of the other party.

12.7 Third Party Rights. There are no third-party beneficiaries to this CTS or any Order under any laws, including the Contracts (Rights of Third Parties) Act 1999.

12.8 Waiver and Severability. Failure to enforce a provision of this CTS will not constitute a waiver of that or any other provision of this CTS. If any part of an Order including these CTS is held unenforceable, the validity of all definitions and the remaining provisions shall not be affected.

12.9 Notices. The parties will provide all notices under this CTS in writing. CTS UK FEB 2023

Part 2 – Call-Off Terms and Conditions

CUSTOMER

United Kingdom Research and Innovation

and

SUPPLIER

**Dell Corporation Limited whose registered office is at 1st & 2nd Floor
One Creechurch Place London EC3A 5AF (Registered No. 02081369)**

**Call-Off terms and conditions for the supply of Goods –
DDaT24120 - Data domain Storage expansion of ITS4043 SU**

ORDER FORM REFERENCE:

DDaT24120 - Data domain Storage expansion

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Call-Off Terms and Conditions

Dated

Friday, 23rd February 2024

Between:

(3) The Customer; and

(4) The Supplier.

(the identities of the Customer and Supplier are set out in the Order Form)

Whereas:-

- (A) The Authority acts as the lead organisation on behalf its Member Institutions (as defined below) providing its Member Institutions with pre-tendered arrangements for a variety of goods and services.
- (B) The Authority issued a contract notice 28858 on 29th March 2021 in the Find a Tender seeking expressions of interest from potential suppliers for the provision of certain goods and/or services to Member Institutions and Participating Consortium (as defined below).
- (C) Following a tender process compliant with the requirements of the Public Contracts Regulations 2015, the Authority selected a group of suppliers to be eligible to provide the Goods and/or Services on a call-off basis and entered into individual framework agreements with those suppliers and this included the Authority and the Supplier entering into the Framework Agreement (as defined below).
- (D) Pursuant to the Framework Agreement, the Customer has appointed the Supplier to provide the Goods and/or Services in accordance with the Contract (as defined below).
- (E) These Call-off Terms and Conditions set out the terms and conditions for the provision of the Goods and/or Services and the obligations of the Supplier in the provision of the Goods and/or Services.

Now it is hereby agreed as follows:-

1 Definitions and Interpretation

1.1 In this Contract the following words and expressions shall have the following meanings:-

Authority means the Southern Universities Purchasing Consortium, an operating unit of Southern Universities Management Services (company number 02732244; registered charity number 1042175);

ADR Notice has the meaning given in Clause 27.5;

Anti-Slavery Laws has the meaning given in Clause 29.1;

Brief means the Customer's requirements for the supply of the Goods and/or Services annexed to the Order Form and any changes to the same notified by the Customer to the Supplier from time-to-time;

Brexit means the United Kingdom's exit from the European Union.;

Call-Off KPIs means the key performance indicators set out in the Order Form;

Call-Off Terms and Conditions means the terms and conditions set out in this Contract, as referred to in the Framework Agreement;

Charges means the charges set out in the Order Form (and **Charge** or **Charge(s)** shall be construed accordingly);

Contract means the written agreement between the Customer and the Supplier consisting of the Order Form (and any appendices thereto), the Brief (annexed to the Order Form) and these Call-Off Terms and Conditions;

Contract End Date means the date detailed as such in the Order Form as such date may be extended pursuant to Clause 3.3 of this Contract;

Customer Liability Cap means the amount detailed as such in the Order Form;

Customer's IP means all Intellectual Property Rights in any Documentation provided by the Customer under the Contract;

Data Protection Legislation means the Data Protection Act 2018 and GDPR (to the extent that the GDPR applies to the United Kingdom) and any national implementing laws, regulations and secondary legislation (as amended or updated from time to time and any successor legislation to the GDPR or the Data Protection Act 2018);

Delivery Date(s) means the date(s) detailed as such in the Order Form;

Defect means any part or parts of the Goods that are defective or not in accordance with the Contract;

Defects Rectification Period means the period set out as such in the Order Form;

Dispute means any dispute or difference of whatsoever nature in relation to the formation, operation or interpretation of, or otherwise in connection with, or arising out of, the Contract;

Dispute Notice means a written notice of any Dispute, setting out the Dispute's nature and full particulars of the Dispute and which states it is a "Disputes Notice";

Documentation means any data, information, records or documents in any media and form whatsoever (including paper or electronic form);

EIR means the Environmental Information Regulations 2004;

FOIA means the Freedom of Information Act 2000;

Force Majeure Event has the meaning given in Clause 19.1;

Framework Agreement means the framework agreement for the supply of the Goods and/or Services made between the Authority (1) and the Supplier (2) and dated Friday, 15th February 2024.

Framework Agreement KPIs means the key performance indicators set out in Schedule 7 to the Framework Agreement;

GBP means the United Kingdom Pound Sterling;

GDPR means the General Data Protection Regulation (EU 2016/679);

Good Industry Practice means the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the provision of Goods and/or Services similar to the Goods and/or Services under the same or similar circumstances as those applicable to this Contract;

Goods means the goods identified as such in the Order Form;

Intellectual Property Rights means all intellectual property rights enforceable in countries that are signatories of the Berne Convention including domain names, patents, design rights, copyrights including rights in computer software and databases (including database rights), rights in source code, topography right, trademarks, trade names, logos, trade secrets and know-how, and any applications or the right to make applications for any of the above, existing now or at any time in the future and whether registered or registrable or not;

Installation Date means the date detailed as such in the Order Form;

KPIs means the Framework Agreement KPIs and the Call-Off KPIs; **Law** means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972 (to the extent that the GDPR applies to the United Kingdom), regulatory policy, guidance or industry code, any applicable judgment of a relevant court of law which is a binding precedent in England and Wales, or directives or requirements of any Regulatory Body;

Losses means all liabilities, costs, expenses, damages and losses including any direct loss, and all interest, penalties and legal costs;

Marketing Premium has the meaning given in the Framework Agreement;

Marketing Premium Rate has the meaning given in the Framework Agreement;

Mandatory Policies means any statements, guidance or policies issued by the Authority, any Participating Consortium, or Customer with which the Supplier must comply;

Member Institution has the meaning given in the Framework Agreement;

Mini Tender has the meaning given in the Framework Agreement;

Order means the order placed by the Customer to the Supplier in accordance with the Framework Agreement, which sets out the description of the Goods and/or Services to be supplied;

Order Form means the document used by the Customer to place the Order for this Contract;

Participating Consortium has the meaning given it in the Framework Agreement;

Personnel means those personnel of the Supplier as shall be appointed by the Supplier to supply the Goods and/or Services in accordance with the Contract including the Supplier's employees and subcontractors;

Premises means the premises detailed as such in the Order Form;

Project IP means all Intellectual Property Rights in any Documentation provided by the Supplier under the Contract and all other Intellectual Property Rights created or discovered by the Supplier as a result of, for or in connection with the performance of its obligations under the Contract, but excluding Supplier's Background IP;

PCR means the Public Contracts Regulations 2015;

Regulatory Body means any government department and regulatory, statutory and other entity, committee, ombudsman and/or body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer;

Returning Employees has the meaning given in 0;

Schedule(s) means any one or more of the schedules attached to these Call-Off Terms and Conditions;

Services means the services identified as such in the Order Form;

Services Commencement Date means the date detailed as such in the Order Form;

Services End Date means the date detailed as such in the Order Form;

Supplier Liability Cap means the amount detailed as such in the Order Form;

Supplier's Background IP means all Intellectual Property Rights existing prior to the date of the Contract and used by the Supplier for or in connection with the performance of its obligations under the Contract;

Supply Rates means the rates set out in Schedule 2 of the Framework Agreement as may be amended pursuant to the procedures set out in Schedule 2;

Term means the period from the date of the Contract up to and including the earliest of:

- (a) the Contract End Date; or
- (b) the date the Contract is terminated in accordance with Clause 18;

Third Party Agreements has the meaning given in Clause 6.11;

Treaties means those referred to in section 2 of the European Communities Act 1972.

Value Added Tax means value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994; and

Variation has the meaning given in Clause 7.

1.2 In these Call-Off Terms and Conditions unless the context otherwise requires:

1.2.1 clause headings are inserted for convenience only and shall not affect the construction and interpretation of this Contract and all references to Clauses, Sub-clauses, or Schedules are to Clauses and Sub-clauses of, and Schedules to, these Call-Off Terms and Conditions; and

- 1.2.2 words denoting the singular number include the plural and vice versa; and
- 1.2.3 words denoting the masculine include the feminine and vice versa; and
- 1.2.4 references to persons include reference to bodies corporate and unincorporate; and
- 1.2.5 references to statutes or statutory instruments or any Law are to be construed as references to any consolidation, modification, extension, amendment, replacement or re-enactment of them from time to time and any subordinate legislation under it.

2 **Contract Documents**

- 2.1 The Contract consists of the following documents:
 - (a) these Call-Off Terms and Conditions.
 - (b) the Schedule(s) to these Call-Off Terms and Conditions.
 - (c) the Order Form (and any appendices thereto); and
 - (d) the Brief (annexed to the Order Form).
- 2.2 The Contract is made pursuant to the Framework Agreement.
- 2.3 In the event of any inconsistency or conflict between the Framework Agreement and the Contract, the Framework Agreement shall prevail.
- 2.4 Save in respect of the Framework Agreement, the Contract supersedes all other oral and/or written communications, representations, agreements or undertakings between the parties.

3 **Appointment**

- 3.1 The Customer appoints the Supplier as the supplier of the Goods and/or Services set out in the Order Form.
- 3.2 The Contract shall take effect on and from the date of the Contract and shall expire automatically at the end of the Term.
- 3.3 The Customer may, by giving written notice to the Supplier not less than 3 (three) months before the Contract End Date, extend the Contract End Date for any further period or periods specified in the Order Form. The provisions of the Contract will apply throughout any such extended period.
- 3.4 Any omission on the part of the Customer to inspect, review or disapprove shall not diminish or relieve the Supplier from any of its obligations or responsibilities under or in connection with the Contract.
- 3.5 The Supplier shall be responsible for the accuracy of all drawings, documents and information supplied to the Customer by the Supplier in connection with the supply of the Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein.

4 **No Partnership or Agency**

- 4.1 Nothing in this Contract is intended to, or shall be deemed to:

- 4.1.1 establish any partnership or joint venture between any of the parties;
- 4.1.2 constitute any party as the agent of another party; or
- 4.1.3 authorise any party to make or enter into any commitments for or on behalf of any other party.
- 4.2 The Supplier confirms it is acting on its own behalf and not for the benefit of any other person.

5 **Non Exclusivity**

The Supplier acknowledges that, in entering the Contract, no form of exclusivity has been granted by the Customer for the supply of any goods and/or services and that the Customer is at all times entitled to enter into other contracts and arrangements with any other suppliers for the supply of any goods and/or services which are the same or similar to that which the Supplier may supply.

6 **Supply of the Goods and/or Services**

- 6.1 The Supplier warrants and undertakes to the Customer that:
 - (a) it shall supply the relevant Goods and/or Services diligently and in accordance with the Contract and in compliance with all applicable Laws and Good Industry Practice;
 - (b) it has exercised and shall continue to exercise in the performance of all its duties under the Contract all the skill, care and diligence reasonably to be expected of a properly qualified and competent supplier experienced in the supply of goods and/or services of a similar nature to the Goods and/or Services ;
 - (c) it shall supply the relevant Goods and/or Services in such a manner and at such times so that no act, omission or default of the Supplier shall cause or contribute to any breach of Law;
 - (d) it shall supply the relevant Goods and/or Services in compliance with all reasonable instructions given in writing under or in connection with the Contract;
 - (e) it shall at all times observe and provide the Goods and/or Services in accordance with the KPIs;
 - (f) Not Used
 - (g) all relevant Goods and/or Services supplied by the Supplier shall:
 - (i) be fit for the purpose specified in the Brief;
 - (ii) Not Used
 - (iii) Not Used
 - (iv) be new, undamaged and free defects in design, material and workmanship;
 - (v) be of satisfactory quality;

- (vi) be properly packaged to survive transit and storage without damage, clearly labelled and addressed; and
 - (vii) otherwise comply with all applicable Laws.
- 6.2 Upon delivery of the relevant Goods the Supplier shall provide the relevant Customer with a delivery note, containing such information as may be set out in the Call-Off Contract.
- 6.3 Notwithstanding the provisions of Clause 6.7, the Customer shall be entitled to reject the Goods by notice to the Supplier within 30 (thirty) days of delivery to the Premises or installation at the Premises (whichever is the later, if they do not comply with the terms of the Contract. Any rejected Goods shall be returned to the Supplier at the Supplier's risk and expense and the Supplier shall be required to deliver replacement Goods and/or Software to the Customer within 15 (fifteen) days of receipt of the Customer's rejection notice, at no extra cost to the Customer. A Customer's right to reject under this Clause 6.2 shall apply equally to any Goods replaced hereunder.
- 6.4 No failure by a Customer to reject the relevant Goods under Clause 6.2 shall constitute acceptance or acknowledgment by the Customer of the relevant Goods or the condition in which they were delivered, or in any way diminish or relieve the Supplier from any of its obligations or responsibilities under or in connection with the Contract
- 6.5 Not Used
- 6.6 Not Used
- 6.7 Notwithstanding Clause 6.7, during the Term and the applicable Defects Rectification Period, the Supplier shall make good any Defect(s) discovered in the Goods (by replacement or otherwise) at its own cost and expense within 30 (thirty) days (or such other time period as may be agreed between the relevant Customer and the Supplier) of receiving notice from the Customer regarding the Defect, provided always that such Defect did not arise as a result of the Customer using the Goods other than in accordance with their proper usage. If the Supplier fails to comply with its obligations under this Clause 6.7, the Customer shall be entitled to engage another supplier to make good any Defect(s) discovered in the relevant Goods and the Customer shall be entitled to recover the cost of doing so from the Supplier as a debt
- 6.8 Title to the Goods (or part thereof) shall pass to the Customer upon the earlier of:
 - 6.8.1 delivery of the Goods (or part thereof) to the Premises in accordance with the Contract; or
 - 6.8.2 payment for the Goods (or part thereof) in accordance with the Contract.
- 6.9 If title to the Goods (or part thereof) passes to the Customer prior to delivery, the Supplier shall arrange for the Goods to be marked as the Customer's property and shall ensure that they are stored and handled separately from other goods.
- 6.10 Risk of loss or damage to the Goods (or part thereof) shall pass to the Customer when the Goods (or part thereof) are delivered to the Premises in accordance with the Contract, save to the extent that any loss or damage after delivery is attributable to an act of the Supplier or its Personnel.

- 6.11 The Supplier shall have regard to all obligations on the part of the Customer in any third party agreements or in any other documentation relating to the Contract to which the Customer is a party to and of which copies (subject to the deletion of any confidential information therein) have been provided by or on behalf of the Customer (**Third Party Agreements**). The Supplier warrants and undertakes to the Customer that the Supplier will supply the relevant Goods and/or Services and will perform its obligations under the Contract in such a manner and at such times that no act, omission or default of the Supplier shall cause or contribute to any breach by the Customer of any of its obligations under the Third Party Agreements or other documentation mentioned in this Clause 6.11.
- 6.12 If the Supplier becomes aware of any matter that may impact on its ability to deliver the relevant Goods and/or Services in accordance with the Contract, it must immediately notify the Customer and shall propose and, if accepted by the Customer, implement any measures which may be practical to overcome or reduce any adverse impact on the Customer. The Supplier shall bear the cost of implementing such measures save where the relevant matter is a direct result of any wilful act, negligence or breach by the Customer of its obligations under the Contract.
- 6.13 The Supplier shall comply with the provisions of Schedule 5 (KPIs).
- 6.14 Not Used
- 7 Not Used
- 8 **Variations to the Contract**
- 8.1 The parties acknowledge that the Customer may, at any time:
- 8.1.1 instruct the Supplier to add or omit any Goods and/or Services to or from that which is being supplied under the Contract; or
- 8.1.2 instruct a change to the Brief annexed to the Order Form,
(a **Variation**)
provided always that such Variation shall not amount to a substantial variation for the purposes of regulation 72 of PCR (which the Customer shall determine in its sole discretion).
- 8.2 If any Variation instructed by the Customer shall:
- 8.2.1 in respect of the Goods and/or Services being supplied under the Contract, increase or decrease the relevant Charge(s); and/or
- 8.2.2 [in respect only of the Goods and/or Software being supplied under the Contract, affect the Supplier's ability to supply the Goods and/or Software by the relevant Delivery Date(s),
- 8.2.3 Not Used
- 8.3 Within 10 (ten) days of receipt of a Supplier's quotation pursuant to Clause 8.2, the Customer shall either accept the quotation, in which case the relevant Charge(s) and

Delivery Date(s) [(if applicable)] shall be adjusted accordingly, or withdraw the Variation instruction.

- 8.4 Until the Supplier's quotation is accepted in accordance with Clause 8.2.3, the Supplier shall continue to perform its obligations under the Contract as if the Variation had not been instructed and the Supplier agrees that the preparation of a quotation to be provided under Clause 8.2 will not cause any delay to the supply of the relevant Goods and/or Services.
- 8.5 The Supplier shall have no entitlement to any increase in the relevant Charge or any extension(s) to the relevant Delivery Date(s) where it complies with a Variation instruction prior to its quotation being accepted in accordance with Clause 8.2.3.
- 8.6 The Customer shall be entitled to refuse any Variation which does or could amount to a substantial variation for the purposes of regulation 72 of PCR.
- 8.7 The Supplier may request, in writing, a variation to the Charge(s) in the event there is a change in Law which was not reasonably foreseeable prior to the date of the Contract which impacts on the Charge under the Contract. If the Supplier so requests a variation, the parties shall meet within 10 (ten) days of the date of such written request and shall agree any changes to the Charge in writing.
- 8.8 The Supplier and Customer acknowledge that in the event that the Supply Rates are amended in accordance with the procedures set out in Schedule 2 of the Framework Agreement, such amendments shall not apply to the Charge under this Contract unless agreed otherwise in writing between the parties and the Authority (in accordance with paragraph 8 of Schedule 2 of the Framework Agreement).

9 Payment of the Charge(s) and the Marketing Premium

Payment of the Charge(s)

- 9.1 The Customer shall pay the Supplier the Charge(s) as stated in Order Form as full remuneration for the supply of the Goods and/or Services in accordance with the Contract.
- 9.2 Each Charge is fully inclusive of all costs and expenses of every kind incurred by the Supplier in connection with the supply of the Goods and/or Services .
- 9.3 For the avoidance of doubt each Charge shall be exclusive of Value Added Tax. The Customer shall account for and pay the total amount of Value Added Tax properly due thereon.
- 9.4 The Charge(s) shall be paid to the Supplier in accordance with any stages set out in the Order Form and within 30 (thirty) days of receipt of properly rendered invoice(s) in accordance with Clause 9.5.
- 9.5 The Supplier shall submit invoices to the Customer in respect of any of the Charge(s) properly due to the Supplier under the relevant Call-Off Contract and all invoices submitted by the Supplier shall show amounts due, amounts invoiced to date and any other information as set out in the Call-Off Agreement.
- 9.6 Where any sum due under the Contract is not paid in full by the relevant due date, the Supplier shall be entitled (without prejudice to any other right or remedy) to suspend

performance of its obligations under the Contract, provided that the Supplier shall give the relevant Customer not less than 14 (fourteen) days' notice of its intention to suspend performance of its obligations under the Contract and stating the ground(s) on which it intends to suspend performance. The right to suspend performance shall cease when the Customer makes payment in full of the amount due. Any period during which performance is suspended shall be disregarded for the purposes of any contractual time limit the time taken by the Supplier to supply the relevant Goods and/or Services.

- 9.7 If the Customer fails to pay an amount due to the Supplier by the relevant due date, simple interest shall be added to the unpaid sum from the final date for payment until the actual date for payment. Such interest shall be calculated on a daily basis at the annual rate of 8% above the Bank of England base rate, together with any fixed charges, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the late payment of Commercial Debts Regulations 2013.
- 9.8 The Supplier acknowledges and agrees that the Authority, or any other Participating Consortia or any Member Institution has no liability to the Supplier for the payment of any Charges due to the Supplier pursuant to the Contract, unless the Authority or such Participating Consortia or Member Institution is the Customer under the Contract.

Payment of the Marketing Premium

- 9.9 The parties acknowledge that where the Customer is a Member Institution, the Supplier shall pay the Marketing Premium in accordance with the provisions of the Framework Agreement and that the Marketing Premium Percentage may be amended during the Term in accordance with Clause 8.14 of the Framework Agreement.

10 Set Off

- 10.1 The parties acknowledge that the Customer may at any time, without notice to the Supplier, set-off any liability owed by the Supplier to the Customer against any liability owed by the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated and whether or not liability arises under the Contract. Any such exercise of set-off by the Customer shall not limit or affect any of the Customer's rights or remedies available under this Contract.
- 10.2 For the avoidance of doubt, all amounts due from the Supplier to the Customer under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding by the Supplier.

11 Personnel

- 11.1 The Supplier warrants to the Customer that all of the Supplier's Personnel shall at all times have the necessary qualifications and experience to perform their duties as required under the Contract.
- 11.2 The Supplier warrants to the Customer that all of the Supplier's Personnel shall at all times have the necessary qualifications and experience to meet the standards offered by the Supplier under the Contract.
- 11.3 The Supplier shall provide such details of its Personnel that may require access to the Premises to perform their duties as required under the Contract as are reasonably requested in writing by the Customer.

11.4 The Supplier shall ensure that when on the Premises, its Personnel at all times comply with all Laws and other requirements that may be in force from time to time in relation to the Premises.

11.5 The Customer may request in writing the removal of any Supplier's Personnel, where in the Customer's reasonable opinion such Personnel's performance or conduct is or has been unsatisfactory. The Supplier shall promptly remove and replace such Personnel at the Supplier's own cost and expense.

12 Premises

12.1 The Customer grants the Supplier a non-exclusive licence to access the Premises, as may be reasonably required for the sole purpose of performing its obligations under the Contract.

12.2 The Supplier shall co-operate with all other suppliers or personnel who may also have access to the Premises.

12.3 At the end of the Term, the Supplier shall:

12.3.1 remove from the Premises all the Supplier's equipment and unused materials;

12.3.2 clear away all rubbish arising out of or in connection with the supply of the relevant Goods and/or Services ; and

12.3.3 leave the Premises in a clean and tidy condition to the Customer's reasonable satisfaction.

12.4 If the Supplier fails to comply with Clause 12.3, the Customer may remove and dispose of the Supplier's equipment and unused materials and clear away and clean the Premises as required by Clauses 12.3.2 and 12.3.3 and the Customer shall be entitled to recover the cost of doing so from the Supplier as a debt.

12.5 Where the Supplier leaves any equipment or materials on the Premises during the Term, it does so at its own risk and the Customer shall have no liability to the Supplier in relation to such equipment or materials.

13 Assignment and Sub-contracting

13.1 Subject to Clause 13.2, the Supplier shall not assign, charge or transfer any right or obligation under this Contract or in any way deal or part with its interest in this Contract or any part of it to any person, without the Customer's prior written consent, which shall not be unreasonably withheld (provided always that the Customer shall be entitled to refuse to consent to any assignment, charge or transfer which could or does breach any regulation(s) of the PCR).

13.2 The Supplier shall not sub-contract to any person the performance of any of its obligations under this Contract:

(a) except with the Customer's prior written consent, such consent not to be unreasonably withheld;

(b) if any such sub-contracting would be inconsistent with the Supplier's tender in the Original Tender Process and/or the Mini Tender; and

- (c) if any such sub-contracting could or would in the sole opinion of the Customer breach any regulation(s) of the PCR.

- 13.3 If the Customer consents to the Supplier to sub-contract, then the Supplier shall co-ordinate and integrate such services provided by the sub-supplier with his own and no sub-contracting by the Supplier and no consent by the Customer shall in any way relieve the Supplier from any liability or obligation in respect of the performance of its obligations under this Contract.
- 13.4 The Customer may at any time assign by absolute legal assignment the benefit of all the Supplier's obligations and the entire benefit arising under or out of this Contract to
 - 13.4.1 any Contracting Authority (as defined in the PCR);
 - 13.4.2 any other body established by the Crown or under statute to substantially perform any of the functions that had previously been performed by the Customer;
 - 13.4.3 any private sector body which substantially performs the functions of the Customer provided that any such assignment shall not increase the Supplier's obligations under the Contract.
- 13.5 If the Supplier sub-contracts the Contract in accordance with this Clause 13, the sub-contract must be entered into on equivalent and no less onerous terms than the terms of this Contract.

14 **Intellectual Property Rights**

- 14.1 Any Customer's IP shall remain vested in the Customer and the Customer shall grant the Supplier an irrevocable, transferable, non-exclusive, royalty free licence to use such IP for the purpose of performing its obligations under this Contract.
- 14.2 The Project IP shall immediately vest in the Supplier upon its creation or discovery unless the Customer had paid for IP development by Supplier or is expressly agreed otherwise in writing. The Supplier shall grant the Customer an irrevocable, transferable, non-exclusive, royalty free licence to use the Project IP for the purpose of Customer's internal business operations.
- 14.3 The Supplier's Background IP shall remain vested in the Supplier and the Supplier shall grant the Customer an irrevocable, transferable (subject to Supplier's terms and conditions), non-exclusive, royalty free licence to use the Supplier's Background IP solely for enjoyment of the Goods and/or Services supplied hereunder.
- 14.4 The licences granted under this Clause 14 include a right to sub-licence (excluding third-party sub-licensing).
- 14.5 All royalties or other sums payable in respect of the supply and use of any patented article, processes or inventions required for and in relation to the performance of the Supplier's obligations under this Contract shall be paid by the Supplier.
- 14.6 The Supplier shall not be liable for any use of the Supplier's Background IP or Project IP other than that for which they were prepared.

15 **Confidentiality and publicity**

- 15.1 Subject to Clauses 16 and 24, the Supplier will keep confidential all financial information, supplier lists, manuals, software (including its source code), trade secrets, business forecasts, specifications, correspondence, books, records, documents, agreements, photographs, quotations, invoices, files, plans, drawings, any other similar material or information relating in any way to this Contract, and/or the business of the Customer. The Supplier will not disclose details of these to any person, other than to its professional advisers, insurers and the Supplier's Personnel, without the consent of the Customer, and then only insofar as such disclosure is necessary for the effective performance of the Supplier's obligations under this Contract. The provisions of this Clause will continue to apply notwithstanding any novation and/or termination of this Contract for any reason and notwithstanding the completion of the performance of the Supplier's obligations under this Contract.
- 15.2 The Supplier shall not be liable for the disclosure of any confidential material which is referred to in Clause 15.1 which:
- (a) is or becomes available to the public, other than by means of a breach of this Contract; or
 - (b) is required by Law to be disclosed.
- 15.3 The Supplier shall not, without the Customer's prior written consent, use the Customer's corporate name or any other unnamed trademark associated with the Customer for any purpose, including but not limited to by illustration, advertising, publicising, marketing or selling services and/or products, except as may otherwise be required by Law. In that event, the Supplier shall provide the Customer with written notice of such request as soon as reasonably practicable, sufficient to allow the Customer an opportunity to object prior to such disclosure.
- 15.4 Notwithstanding the provisions in this Clause 15 and 0 (Data Protection), the parties shall comply with the Data Protection Legislation.
- 15.5 To the extent there are any inconsistencies and/or conflicts between this Clause 14 and any separate confidentiality agreement entered into between the Authority and the Supplier [(pursuant to the Original Tender Process)] and/or between the Customer and the Supplier, the terms of any such confidentiality agreement(s) will prevail.

16 **Freedom of Information**

- 16.1 The Supplier acknowledges that the Customer is subject to the FOIA and the EIR and the Supplier shall, at its cost, use all reasonable endeavours and take all necessary steps to assist the Customer in complying with the FOIA and/or the EIR.
- 16.2 If the Supplier receives a 'request' from any third party (as that term is defined in the FOIA and the EIR, as applicable), it shall immediately provide the Customer with a written copy of that request.
- 16.3 The Supplier shall ensure that the provisions of this Clause 16 are included in any subcontract it enters into in respect of this Contract.

17 Insurance

17.1 The Supplier warrants that it currently maintains and shall continue to maintain:

17.1.1 professional indemnity insurance;

17.1.2 product liability insurance;

17.1.3 public liability insurance; and

17.1.4 employer's liability insurance,]

for the periods set out in Clause 16.1 of the Framework Agreement, all with a well-established and reputable insurance office or underwriter of repute carrying on business in the United Kingdom and the European Union with a limit and basis of indemnity as set out in Article 3 of the Memorandum of Agreement in the Framework Agreement for each and every claim provided always that such insurance is generally available in the United Kingdom and the European Union to the business of the Supplier at commercially reasonable rates and terms. The Supplier shall immediately inform the Customer if such insurance ceases to be generally available at commercially reasonable rates and terms and for the avoidance of doubt it is agreed that any increased or additional premium required by insurers by reason of the Supplier's own claims record or other acts, omissions, matter or things particular to the Supplier shall be deemed to be within commercially reasonable rates.

17.2 As and when the Supplier is reasonably requested to do so by the Customer, the Supplier shall produce for inspection sufficient documentary evidence in the form of a standard insurance broker's certificate that the insurance required under Clause 17.1 is being maintained in accordance with the terms of this Contract. If the Supplier fails to supply the relevant evidence, the Customer may effect such insurance cover as it deems necessary at the Supplier's cost.

17.3 The Supplier shall not, once a claim under Clause 17.1 of this Contract has been notified to it, voluntarily do anything which would reduce or tend to reduce the scope of indemnity under its insurance policies or the amount of indemnity monies which will be available thereunder were the claim against it to succeed in full.

18 Suspension and/or Termination

18.1 The Customer may, in addition to any other rights and remedies which it may have, by giving not less than 7 (seven) days' written notice to the Supplier, suspend or terminate the Supplier's appointment under this Contract. If the Supplier's appointment is suspended pursuant to this Clause 18.1 then the Customer may, by giving not less than 7 (seven) days' written notice, require the Supplier to resume performance at any time within a period of 6 (six) months from the date of suspension. The Supplier shall use all reasonable endeavours to resume performance of its obligations under this Contract as soon as possible after receipt of the Customer's written notice. If the Customer has not required the Supplier to resume performance within such period, then the Supplier's appointment under this Contract shall be deemed to have been terminated.

18.2 The Customer or the Supplier may suspend and/or terminate the Supplier's appointment under this Contract upon serving written notice on the other in the event that:

- (a) the other is in breach of this Contract in any material respect and the other has failed within 30 (thirty) days of the service of the other's written notice to remedy such breach or breaches; and/or
- (b) distress or execution is levied or threatened upon any of the other's property or any judgement against the other remains unsatisfied for more than 14 (fourteen) days or the other (being an individual) is bankrupt or unable to pay his debts or seeks an arrangement with his creditors, or the other (being a company) has an administrator appointed of it or a receiver or manager or administrative receiver is appointed of it or any of its assets or it enters into liquidation or it proposes or makes any voluntary arrangement with its creditors; any petition is presented or any resolution passed or any steps or proceedings taken which may lead to any of the foregoing occurrences; the other ceases to carry on business; and/or
- (c) if any of the termination provisions of regulation 73(1) of PCR apply.

18.3 The Customer may terminate this Contract in accordance with

18.3.1 0 (Anti-bribery and Corruption); or

18.3.2 Schedule 5 (KPIs). - Not applicable

18.4 The Supplier's appointment under this Contract shall be immediately terminated upon termination of the Framework Agreement.

18.5 Suspension or termination of the Supplier's appointment under this Contract, howsoever arising, shall be without prejudice to the rights and remedies of either of the parties in relation to any negligence, omission or default of the other prior to such termination.

18.6 If the Supplier's appointment under this Contract has been suspended or terminated by the Customer pursuant to Clause 18.1, or terminated by the Supplier pursuant to Clause 18.2 then:

18.6.1 after suspension or termination of the Supplier's appointment under this Contract, the Supplier shall immediately provide to the Customer copies of all Documentation for and in relation to this Contract which has been prepared by it or on its behalf or is in its possession;

18.6.2 the Supplier shall be entitled to send an invoice to the Customer for all outstanding Charges earned by the Supplier for the Services properly performed (whether wholly or in part) and Value Added Tax due thereon;

18.6.3 the Customer shall not be liable for any Losses howsoever arising out of or in connection with the suspension or termination of this Contract;

18.6.4 pursuant to the terms of this Contract, the Customer shall pay to the Supplier any instalments of any Charge and any other amounts which have accrued due prior to the date of suspension or termination, together with a proportion of the next following instalment of any Charge commensurate with the Services properly performed up to the date of suspension or termination carried out prior to the date of suspension or termination; and

18.6.5 the Customer shall be entitled to send an invoice to the Supplier for all outstanding amounts in relation to the Marketing Premium and Value Added Tax due thereon.

18.7 If the Supplier's appointment under this Contract has been suspended or terminated by the Customer pursuant to Clause 18.2, 18.3 or 18.4:

18.7.1 after termination of the Supplier's appointment under this Contract, the Supplier shall immediately provide the Customer with copies of all Documentation for and in relation to this Contract which has been prepared by it or on its behalf or is in its possession;

18.7.2 the Customer shall not be liable for any Losses howsoever arising out of or in connection with the suspension or termination of this Contract; and

18.7.3 the Customer shall be entitled to send an invoice to the Supplier for all outstanding amounts in relation to the Marketing Premium and Value Added Tax due thereon.

19 **Force Majeure**

19.1 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract (except in relation to payment) if such delay or failure result from events, circumstances or causes beyond its reasonable control (**Force Majeure Event**).

19.2 In such circumstances the relevant party shall use all reasonable endeavours to mitigate any such delays and the time for performance shall be extended by a period equivalent to the period during which the performance of the obligation has been delayed or failed to be performed by the Force Majeure Event or the affected party shall be entitled to a reasonable extension of time for performing such obligations.

20 **Communications**

20.1 Except as otherwise provided for in this Contract, all notices or other communications under or in respect of this Contract to either party must be in writing and shall be deemed to be duly given or made when delivered, in the case of personal delivery or sent by prepaid recorded delivery or registered post, or when posted, deemed to have been received 48 (forty-eight) hours after the same shall have been posted, or when despatched, in the case of fax or e-mail, to the party addressed to him at the address stated in Clause 20.3 or such other address as such party may by notice in writing nominate for the purpose of service.

20.2 A written notice includes a notice by fax or e-mail (confirmed in either case by letter). A notice or other communication received on a non-working day or after normal business hours in the place of receipt, shall be deemed to be given or made on the next following working day in that place.

20.3 Any written notice provided under Clause 20.1 shall be sent:

20.3.1 in the case of the Customer, as set out in the relevant Order Form; and

20.3.2 in the case of the Supplier, as set out in the relevant Order Form.

20.4 Either party may change its respective notice correspondence information referred to in Clause 20.3 by prior written notice to the other party.

21 **Indemnities**

21.1 The Supplier shall indemnify and keep indemnified in full the Customer from and against all Losses suffered or incurred by the Customer arising out of or in connection with:

- 21.1.1 the Supplier infringing or being held to infringe any Data Protection Legislation in the performance of the Supplier's obligations under this Contract; any third-party claim alleging that Dell-branded goods or services infringe that party's Intellectual Property Rights, the Supplier shall indemnify and keep the Customer indemnified.
- 21.1.2 the Customer infringing or being held to infringe any Data Protection Legislation and/or any Intellectual Property Rights through the use of the Supplier's Background IP, the Project IP or the relevant Goods and/or Services ;
- 21.1.3 any wilful act, significant breach or negligent performance (excluding minor unintentional human error) or non-performance of its obligations under this Contract by the Supplier;
- 21.1.4 subject to the provisions of Clause 22.2.1, each party shall defend and indemnify the other party against any third-party claim or action for personal bodily injury, including death, or physical damage to any tangible property while performing its obligations under this Contract; and/or
- 21.1.5 any breach by the Supplier of its obligations pursuant to 0 (Data Protection) of this Contract.
- 21.2 The indemnities in Clause 21.1 shall not apply to the extent that the relevant Losses are attributable to the Customer's breach, wilful act or negligent performance or non-performance of this Contract.
- 21.3 In addition to the indemnities set out in this Clause 21, the parties acknowledge the indemnities set out in Schedule 3 (Re-tendering, handover and TUPE)

22 **Limit of liability**

Except where expressly stated elsewhere in this Contract:

- 22.1.1 the Supplier's total liability to the Customer for all losses howsoever arising under, for breach of, or in connection with this Contract is limited to, and shall not exceed the Supplier Liability Cap in the aggregate,
- 22.1.2 the Customer's total liability to the Supplier for all losses howsoever arising under, for breach of, or in connection with this Contract is limited to, and shall not exceed the Customer Liability Cap in the aggregate; and
- 22.1.3 neither party shall be liable to the other for any indirect loss or consequential loss, loss of contribution to incidental costs, loss of profit or overheads or loss of reputation, loss of corruption to data, howsoever arising under, for breach of, or in connection with this Contract.
- 22.2 Nothing in this Contract shall limit or exclude:
 - 22.2.1 either party's liability to the other for death or personal injury resulting from that party's negligence; or
 - 22.2.2 any damage or liability incurred by either party as a result of fraud or fraudulent misrepresentation by the other.

23 **Anti-bribery and Corruption**

The parties shall comply with 0 in relation to anti-bribery and corruption.

24 **Data Protection**

The parties shall comply with 0 in relation to data protection.

25 **Conflicts of interest**

25.1 The Supplier may not, without the Customer's prior written consent, be directly or indirectly engaged, concerned or have any financial interest in any capacity with the Customer.

25.2 The Supplier shall promptly notify the Customer in writing of any actual or potential conflict of interest which arises during the Term and the Customer shall be entitled to require the Supplier to take such reasonable steps to remedy any conflict of interest as are reasonably required by the Customer.

26 **Changes in Supplier ability to deliver after Brexit**

26.1 Neither Brexit, nor any fluctuations in the GBP exchange rate (whether resulting directly or indirectly from Brexit), shall affect in any way the obligations of either party under this Contract and neither party shall be entitled to rely on Brexit to:

26.2 make any claim against the other, whether for additional time, money or otherwise, on any basis, including for the avoidance of doubt in contract, tort or equity; or

26.3 terminate this Call of Terms and Conditions save where that party is otherwise entitled to terminate this Call Off Terms and Conditions.

26.4 Both parties acknowledge that they have assessed the potential impact of Brexit on their ability to perform their obligations under this Contract and have taken all associated risks into account when entering into this Contract.

26.5 Both parties acknowledge and agree that any impact of Brexit on their ability to perform their obligations under this Contract shall not be deemed to be a Force Majeure Event for the purposes of Clause 19 of this Contract.

27 **Dispute Resolution**

27.1 If a Dispute arises in respect of this Contract then the procedure set out in this Clause 26 shall apply.

27.2 In the event of a Dispute, either party shall serve on the other party a Dispute Notice, together with any relevant supporting documentation.

27.3 Following the service of any Dispute Notice pursuant to Clause 27.2, [REDACTED] of the Customer and [REDACTED] of the Supplier shall use reasonable endeavours to resolve the Dispute, in good faith.

27.4 If [REDACTED] of the Customer and [REDACTED] of the Supplier are for whatever reason unable to resolve the Dispute within 30 (thirty) days of service of the relevant Dispute Notice, the Dispute shall be referred to Delivery Manager of the Customer and Account Manager of the Supplier who shall use reasonable endeavours to resolve the Dispute, in good faith.

27.5 If UKRI commercial manager of the Customer and Account Manager of the Supplier are for whatever reason unable to resolve the Dispute within 30 (thirty) days of the Dispute

being referred to them pursuant to Clause 27.4, the parties will seek to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. The Mediator shall be nominated by CEDR Solve, unless otherwise agreed (in writing) between the parties. To initiate the mediation, a party must provide a written notice (**ADR Notice**) to the other party to the Dispute, requesting mediation. A copy of any such ADR Notice must be sent to CEDR Solve. The mediation will not start later than 15 (fifteen) after the date of the ADR Notice and the party providing the ADR Notice shall be responsible for all costs associated with the provision of such ADR Notice (subject to any agreement made between the parties in relation to costs associated with such mediation).

- 27.6 In the event that:
 - 27.6.1 the Dispute is not resolved within 30 (thirty) days after the service of an ADR Notice; or
 - 27.6.2 either party fails to participate or fails to continue to participate in the mediation before the expiry of such 30 (thirty) days; or
 - 27.6.3 the mediation terminates before the expiry of such 30 (thirty) days,
 the Dispute shall be referred to the Courts of England and Wales in accordance with Clause 34 of this Contract.
- 27.7 No party may commence any court proceedings under Clause 34 of this Contract in relation to the whole or any part of a Dispute until 60 (sixty) days after the service of the ADR notice (provided that the right to issue proceedings is not prejudiced by a delay).

28 **Records and Audit Access**

- 28.1 The Supplier shall keep and maintain until 6 (six) years after the date of the end of the Term, full and accurate records and accounts of the operation of this Contract including but not limited to the Goods and/or Services provided under it in accordance with good accountancy practice.
- 28.2 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of [6 (six)] years after the date of the end of the Term to the Customer and/or the auditor and/or any statutory body entitled by Law on written request and shall provide the Customer and/or the auditor and/or any statutory body entitled by Law access to such records and accounts as may be required from time to time.
- 28.3 Subject the provisions of Clause 15, the Supplier shall on written request provide the auditor with all reasonable co-operation and assistance in relation to each audit, including:
 - (a) all information requested by the auditor within the scope of the audit;
 - (b) reasonable access to sites controlled by the Supplier and to equipment and materials used in the provision of the Goods and/or Services; and
 - (c) access to the Supplier's Personnel.
- 28.4 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 28 unless the audit reveals a material breach by the Supplier of good accountancy practice and/or this

Contract, in which case the Supplier shall reimburse the Customer for the reasonable costs it incurs in relation to the audit.

29 **Compliance with Anti-Slavery and Human Trafficking Laws and Policies**

- 29.1 In performing its obligations under this Contract the Supplier shall comply with all applicable labour, anti-slavery and human trafficking legislation and regulations in force from time to time in the United Kingdom, including but not limited to the Modern Slavery Act 2015 (**Anti-Slavery Laws**).
- 29.2 The Supplier represents and warrants that, as at the date of this Contract, neither the Supplier nor any of its officers, employees or agents have been convicted of any offence involving slavery and/or human trafficking, nor have they been or are the subject of an investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and/or human trafficking whether pursuant to the Anti-Slavery Laws or any other relevant legislation in force from time to time.
- 29.3 The Supplier shall, throughout the Term, use its best endeavours to include, in all of its contracts with any of its subcontractors of any tier in the supply chain involved in the production or provision of the Goods and/or Services :
- 29.3.1 a provision obliging the relevant subcontractor to provide the Goods and/or Services specified in the relevant subcontract in accordance with Anti-Slavery Laws; and
- 29.3.2 provisions (to take effect upon a breach by the subcontractor of its obligation to provide the Goods and/or Services under the relevant subcontract in accordance with Anti-Slavery Laws) which provide that:
- (a) if a subcontractor's failure to comply with Anti-Slavery Laws has occurred more than once in any 6 (six) month period, the Supplier must serve a written notice on the subcontractor;
 - (i) specifying that the notice is a formal warning notice;
 - (ii) giving reasonable details of the subcontractor's breach; and
 - (iii) stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of the Subcontract;
 - (b) if, following service of a warning notice under Clause 28.3.2 (a), the breach specified has continued beyond 14 (fourteen) days or has recurred more than once within a 6 (six) month period after the date of the notice then the Supplier must serve another written notice on the subcontractor:
 - (i) specifying that it is a final warning notice;
 - (ii) stating that the breach specified has been the subject of a warning notice served within the 12 (twelve) month period prior to the date of service of the final warning notice; and
 - (iii) stating that, if the breach continues or recurs within the 6 (six) month period after the date of the final warning notice, the subcontract may be terminated; and

- (c) where a breach continues or recurs pursuant to Clause 29.3.2(b), the Supplier may terminate the subcontract by 7 (seven) days' notice in writing to the subcontractor,

or provisions that are equivalent to and no less onerous than those set out above.

30 **Contracts (Rights of Third Parties) Act 1999**

Nothing in this Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

31 **Severability**

If any part of this Contract becomes or is determined by any court or tribunal to be, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

32 **Liability**

The parties hereby agree that the Supplier shall remain liable under this Contract for 12 (twelve) years after the date of the end of the Term.

33 **Counterparts**

This Contract may be executed in one or more counterparts. Any single counterpart or set of counterparts executed, in either case, by all the parties shall constitute a full original of this Contract for all purposes.

34 **Governing Law and Jurisdiction**

34.1 The terms and conditions of this Contract and any Dispute shall be governed by the laws of England and Wales.

34.2 The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.

35 **Waiver**

35.1 A party's failure or delay to exercise a power or right under this Contract does not operate as a waiver of that power or right.

35.2 A waiver of a power or right will only be effective:

35.2.1 if it is in writing and signed by the party who has the benefit of the power or right being waived; and

35.2.2 in respect of the specific instance to which it relates and for the specific purpose for which it is given.

35.3 Communications between the parties made before the date of the Contract which are not expressly contained within the Contract shall not be deemed to be incorporated into the Contract.

35.4 Notwithstanding any other provision of the Contract, the terms approval or comment or consent when used in the context of any approval, comment or consent to be given by the Customer shall have the meaning acceptance of general principles only and no such

approval, comment or consent shall diminish or relieve the Supplier from any of its obligations or responsibilities under or in connection with the Contract.

36 Amendments to this Contract

- 36.1 An amendment or variation to this Contract shall not be effective or binding unless it is in writing and signed by the Supplier and the Customer.
- 36.2 No amendment or variation to this Contract shall be permitted which could or does amount to a substantial variation for the purposes of regulation 72 of PCR (which the Customer shall determine in its sole discretion).
- 36.3 For the avoidance of doubt, the Customer shall be entitled to refuse any proposed amendment or variation to this Contract which does or could amount to a substantial variation for the purposes of regulation 72 of PCR.

This document has been entered into by the parties or their duly authorised representatives on the date set out at the beginning of this document.

Signed for and on behalf of
CUSTOMER

)
)
)

sign here:



print name:



Signed for and on behalf of
SUPPLIER

)
)
)

sign here:



print name:



Schedule 1: Anti-bribery and Corruption

1. The term **Prohibited Act** means
 - (a) directly or indirectly offering, promising or giving any person working for or engaged by the Customer a financial or other advantage of any kind to:
 - (i) induce that person to improperly perform a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
 - (b) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
 - (c) committing any offence;
 - (i) under the Bribery Act 2010;
 - (ii) under Law creating offences in respect of fraudulent acts;
 - (iii) at common law, in respect of fraudulent acts; or
 - (iv) at common law, in respect of fraudulent acts relating to this Contract or any other contract with the Customer or any other public body; or
 - (d) defrauding, attempting to defraud or conspiring to defraud the Customer.
2. The Supplier:
 - (a) shall not, and shall procure that the Supplier's Personnel shall not, in connection with Contract, commit a Prohibited Act;
 - (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Customer, or that any agreement has been reached to that effect, in connection with the execution of this Contract; and
 - (c) warrants that in entering into this Contract it has not committed any Prohibited Act (as declared by the Supplier pursuant to the Original Tender Process in accordance with regulation 57 of the PCR).
3. The Supplier shall:
 - (a) if requested in writing, provide the Customer, at the Customer's reasonable cost, to enable the Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and
 - (b) within 20 (twenty) days of the date of this Contract, and annually thereafter, certify in writing to the Customer compliance with this 0 by the Supplier and all persons associated with it or any other persons who are supplying the Goods and/or Services in connection with this Contract. The Supplier shall provide any such supporting evidence of compliance with this 0 as the Customer may reasonably request.

4. The Supplier shall put in place and maintain an anti-bribery policy (a copy of which shall be provided to the Customer within 20 (twenty) days of the date of this Contract) which shall, as a minimum, prevent any Personnel from committing a Prohibited Act and shall enforce it where appropriate.
5. If at any time any breach of paragraph 2 above is suspected or known, the Supplier must notify the Customer immediately with the details of any such breach to follow in writing as soon as reasonably practicable.
6. If the Supplier notifies the Customer that it suspects or knows that there may be a breach of this 0, the Supplier will respond promptly to all of the Customer's enquiries in relation to any such suspected or actual breach and will co-operate at all times with any investigation, and permit the Customer access to and audit of any books, records and any other relevant documents. The obligation under this paragraph shall continue for 7 (seven) years following the expiry or termination of this Contract.
7. The Customer may terminate this Contract by written notice with immediate effect if the Supplier, its Personnel (in all cases whether or not acting with the Supplier's knowledge) breaches paragraph 2 of this 0. Any such termination shall be without prejudice to any right or remedy which has already accrued or which subsequently accrues to the Customer.
8. Any notice provided by the Customer pursuant to paragraph 7 must specify:
 - (a) the nature of the Prohibited Act;
 - (b) the identity of the party who the Customer believes has committed the Prohibited Act; and
 - (c) the date on which this Contract will terminate in accordance with the applicable provisions of this 0.
9. Notwithstanding Clause 27 (Dispute Resolution) of this Contract, the Customer shall determine any Dispute relating to the interpretation of this 0 and/or the amount or value of any gift, consideration or commission and any such determination by the Customer shall be final and binding upon the parties.

Schedule 2: Not Used

Schedule 3: Re-tendering, handover and TUPE

1. In this Schedule, the following words and expressions shall have the following meanings:-

Assigned Employees has the meaning given in paragraph 2 (a) of this Schedule 3;

Deliverables Provision Change means the date of any transfer of all or part of the Services to the or a New Supplier whether pursuant to regulations 3(1)(a) and/or 3(1)(b) of TUPE and/or otherwise;

Employee Liability Information means the information specified in regulation 11(2) of TUPE;

New Supplier means any person who following the end of the Term who provides all of the Services which immediately before such end of the Term were provided by the Supplier or its subcontractors pursuant to this Contract;

Retendering Information has the meaning given in paragraph 2(a) of this Schedule 3;

Returning Employees means those employees of the Supplier and its subcontractors who are wholly or mainly engaged in the provision of Services at or immediately before the expiry or termination of the provision by the Supplier or its subcontractor of such Services and whose employment transfers to a New Supplier pursuant to TUPE; and

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

Re-Tendering and handover (employee related information)

2. Without prejudice to Clause 30.1 of this Contract and subject to any restriction on processing of information under the Data Protection Legislation (in which case the definition of Retendering Information set out in paragraph 2 (a) below shall be limited accordingly), the Supplier shall within the period of 12 (twelve) months immediately preceding any Contract End Date or immediately following any notice to terminate this Contract:

- (a) on receiving a written request from the Customer, provide in respect of any person engaged or employed by the Supplier or any subcontractor in the provision of the Services (Assigned Employees) full and accurate details regarding the identity, number, age, sex, length of service, job title, grade and terms and conditions of employment and of other matters affecting each such individuals who it is expected, if they remain in the employment of the Supplier until immediately before the relevant Contract End Date or immediately before the date this Contract is terminated (as relevant), would be Returning Employees (the Retendering Information);
- (b) provide the Retendering Information promptly and at no cost to the Customer or any New Supplier;
- (c) promptly notify the Customer and/or any New Supplier forthwith in writing of any material changes to the Retendering Information as and when such changes arise.

4. Without prejudice to paragraph 2 and 3 of this Schedule 3, the Supplier shall provide the Employee Liability Information at such time or times as are required by TUPE and shall warrant at the time of providing such Employee Liability Information that such information will be updated to take account of any changes to such Employee Liability Information as are required by TUPE.

Transfer of Returning Employees

5. The Supplier will comply with all reasonable instructions from the Customer with regard to arrangements connected with any Deliverables Provision Change (including the orderly transfer of any Returning Employees) and will take all reasonable steps to mitigate any costs which the Customer as a result of any Deliverables Provision Change.
6. On the expiry or earlier termination of this Contract, the parties agree that it is their intention that TUPE shall apply in respect of the provision thereafter of any services equivalent to the Services but the position shall be determined in accordance with Law in force at such time, and the following provisions of this 0 are without prejudice to such determination.
7. Upon expiry or termination of this Contract, the following provisions shall apply:
 - (a) the Supplier shall, or shall procure that, all wages, salaries and other benefits of the Returning Employees and other employees or former employees of the Supplier and its subcontractors and all PAYE tax deductions, pension contributions and national insurance contributions relating thereto in respect of the employment of the Returning Employees and such other employees or former employees of the Supplier or its subcontractors up to the relevant date of expiry or termination are satisfied; and
 - (b) without prejudice to paragraph 7(a), the Supplier shall:
 - (i) remain responsible for all of its and its subcontractors' employees (other than the Returning Employees) on or after the relevant date of expiry or termination and shall indemnify and keep indemnified in full the Customer for itself and any New Supplier against all Losses incurred by the Customer or any New Supplier resulting from any claim whatsoever whether arising before on or after the relevant date of expiry or termination, by or on behalf of, any of the employees of the Supplier or any of its subcontractors who do not constitute the Returning Employees;
 - (ii) in respect of Assigned Employees or former Assigned Employees, indemnify and keep indemnified in full the Customer and any New Supplier against all Losses incurred by the Customer or any New Supplier resulting from any claim whatsoever, by or on behalf of, any of the Assigned Employees or former Assigned Employees in respect of the period on or before the relevant date of expiry or termination (whether any such claim, attributable to the period up to and on the relevant date of expiry or termination, arises before, on or after such date) including but not limited to any failure by the Supplier or any of its subcontractors to comply with its or their obligations under regulations 13 and 14 of TUPE and any award of compensation under regulation 15 of TUPE and/or Article 6 of Directive as if such legislation

applied, even if it does not in fact apply, save to the extent that any such failure to comply arises as a result of an act or omission of the Customer or any New Supplier;

- (iii) indemnify and keep indemnified in full the Customer and any New Supplier against all Losses arising out of any claim or allegation by any person (other than an Assigned Employee) that his/her employment transfers to the Customer and/or any New Supplier by virtue of TUPE including the employment and/or dismissal of any such individuals by the Customer and/or any New Supplier ; and

- (c) the Customer shall be entitled to assign the benefit of this paragraph 7 to any New Supplier.

8. If TUPE does not apply on the relevant expiry or termination date, the Customer shall use its reasonable endeavours to procure that any New Supplier shall offer employment to the persons employed by the Supplier or its subcontractors and assigned immediately before the relevant expiry or termination date to the provision of the Services which the Supplier and its subcontractors are to cease to provide from such date and the following provisions shall apply:

- (d) if an offer of employment is made in accordance with this paragraph 8, the employment shall be on the same terms and conditions (except for any entitlement to membership of an occupational pension scheme) as applied immediately before the relevant expiry or termination date including full continuity of employment, except that the Customer or the New Supplier may, at its absolute discretion, not offer such terms and conditions if there has been any change to the terms and conditions of the persons concerned in breach of paragraph 3 of this 0;
- (e) where any such offer as referred to in paragraph 8(a) is accepted, the Supplier shall indemnify and keep indemnified in full the Customer and any New Supplier on the same terms and conditions as those set out in paragraph 7(b) as if there had been a "relevant transfer" for the purposes of TUPE in respect of each and every employee who has accepted any such offer and for the purposes of this Clause, each and every such employee shall be treated as if they were a Returning Employee; and
- (f) where such offer as referred to in paragraph 8(a) is not accepted and TUPE does not apply, the employee shall remain an employee of the Supplier or its subcontract as appropriate.

9. No later than 14 (fourteen) days following the relevant expiry or termination date, the Supplier shall provide to the Customer and any New Supplier, updated payroll information following the final payroll run and P45 details in respect of all Returning Employees.

10. For a period of 12 (twelve) months after the relevant expiry or termination date, the Supplier shall within 21 (twenty one) days of receipt forward to the New Supplier as directed by the Customer or the New Supplier, any notices, correspondence, information or enquiries which relate to any Returning Employees who are employed by the Customer or any New Supplier after the relevant expiry or termination date.

Schedule 4: Data Protection

In this Schedule, the following words and expressions shall have the following meanings:

Controller means the person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;

Data Protection Particulars means, in relation to any Processing under the Contract: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects as set out in the Order Form;

Data Subject means the identified or identifiable natural living person to whom the Personal Data relates;

Personal Data means any information relating to an identified or identifiable living individual;

Personal Data Breach means any act or omission that (i) compromises the security, confidentiality or integrity of the Personal Data that the Supplier Processes for and on behalf of the Customer (including, by way of example, the unauthorised loss or disclosure of any such Personal Data by the Supplier); (ii) compromises the physical, technical, administrative or organisational safeguards put in place by the Supplier that relate to the protection of the security, confidentiality or integrity of such Personal Data (including any breach of the IT and data security requirements); or (iii) causes the Customer or Supplier to be in breach of data protection Law (in particular the Data Protection Legislation);

Processor means the person which processes Personal Data on behalf of the Controller;

Processing means any operation or set of operations which is performed on Personal Data, whether or not by automated means and "**Process**", "**Processes**" and "**Processed**" shall be construed accordingly; and

Sensitive Personal Data means Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR.

1 Data Protection

1.1 The parties acknowledges and agree that:

- (a) the Contract will require the Processing of Personal Data by the Supplier on behalf of the Customer;
- (b) the Customer shall determine the purposes for which and the manner in which Personal Data will be processed by the Supplier on behalf of the Customer under the Contract;
- (c) the Customer is the Controller and the Supplier is the Customer's Processor in respect of all such Personal Data; and
- (d) the only Processing of Personal Data that the Supplier is authorised to do is listed in the Data Protection Particulars

1.2 Where, under or in connection with the Contract, the Supplier Processes Personal Data on behalf of the Customer and the Customer's Processor, the Supplier shall Process the Personal Data only:

- (a) to the extent, and in such as manner, as is necessary for the performance by the Supplier of its obligations under the Contract and in accordance with the Customer's written instructions; and
 - (b) as otherwise required by European Union law or individual European Union member state law to which the Supplier is subject, in which case the Supplier shall inform the Customer of that legal requirement before Processing the Personal Data (unless that law, on important grounds of public interest, prohibits the Supplier from informing the Customer).
- 1.3 If the Supplier is required by Law to Process Personal Data otherwise than in accordance with this 0, the Supplier shall immediately inform the Customer of the legal requirement before Processing Personal Data (unless prohibited from doing so by Law). The Supplier shall immediately inform the Customer if, in its opinion, Processing the Personal Data in accordance with written instruction received from the Customer or in the performance of its obligations under the Contract infringes Data Protection Legislation to which either the Customer or the Supplier is subject.
- 1.4 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any data protection impact assessment, as defined in the GDPR, prior to commencing any Processing. Such assistance may, at the discretion of the Customer, include:
 - (a) a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing operations in relation to the performance of the Contract;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.5 Supplier is authorised, in connection with the provision of the services, to make worldwide transfers of Personal Data to its affiliates and/or sub-Processors. When making such transfers, Supplier shall ensure appropriate protection is in place to safeguard the Personal Data transferred. Where the provision of services involves the transfer of Personal Data from the European Economic Area ("EEA") to countries outside the EEA (which are not subject to an adequacy decision under the Data Protection Legislation) such transfer shall be subject to the following requirements: (a) Supplier has in place intra-group agreements with its affiliates which may have access to the Personal Data, which agreements shall incorporate the Standard Contractual Clauses for the transfer of personal data to Processors (Decision 2010/87/EU) as they may be amended or replaced from time to time (the "Model Clauses") and (b) Supplier has in place agreements with its sub-Processors that incorporate the Model Clauses as appropriate.
- 1.6 The Supplier will keep a record of any Processing of Personal Data it carries out under the Contract.
- 1.7 The Supplier shall not disclose Personal Data to any person except under the Contract or with the Customer's written consent.
- 1.8 The Supplier shall ensure that access to Personal Data is limited to:

- (a) those employees who need access to Personal Data to meet the Supplier's obligations under the Contract; and
 - (b) in the case of any access by any employee, such part or parts of Personal Data as is strictly necessary for performance of that employee's duties.
- 1.9 The Supplier shall ensure that employees that require access to Personal Data:
 - (a) are informed of the confidential nature of Personal Data;
 - (b) have undertaken training in Law (including Data Protection Legislation) relating to handling Personal Data; and
 - (c) are aware both of the Supplier's duties and their personal duties and obligations under Law (including Data Protection Legislation) and the Contract.
- 1.10 Without prejudice to Clause 15 of the Contract, the Supplier shall ensure that all persons authorised to Process Personal Data are under an appropriate contractual or other legal obligation of confidentiality in respect of Personal Data.
- 1.11 The Supplier shall not disclose Personal Data to any Data Subject or to a third party other than at the request of the Customer or as provided for in the Contract.
- 1.12 The Supplier shall, taking into account the nature of the Processing, implement appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and to ensure the security of the Personal Data and prevent Personal Data Breaches, having taken account of the:
 - (a) nature of the Personal Data to be protected;
 - (b) harm that might result from a Personal Data Breach;
 - (c) state of technological development; and
 - (d) cost of implementing any measures.
- 1.13 Appropriate technical and organisational measures include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, taking reasonable steps to ensure the reliability of its employees with access to Personal Data and regularly assessing and evaluating the effectiveness of such measures adopted.
- 1.14 The Supplier shall, without undue delay, notify the Customer of any Personal Data Breach and shall work together with the Customer to provide the Customer with full co-operation and assistance, including to investigate the Personal Data Breach (including by (i) assisting with any investigation launched by the Customer; (ii) facilitating interviews with the Supplier's employees and others involved in the matter; and (iii) making available all relevant records reasonably required by the Customer to investigate the Personal Data Breach or otherwise comply with Law or the requests of any competent regulatory authority in relation to the Personal Data Breach or its investigation).
- 1.15 Supplier may appoint and use sub-Processors (any Processor engaged by the Supplier for the provision of the services) to process the Personal Data in connection with the

services provided that Supplier puts in place a contract in writing with each sub-Processor that imposes data processing obligations that are: (i) relevant to the services to be provided by the sub-Processors and (ii) materially similar to the rights and/or obligations imposed on Supplier under this Agreement. Sub-Processors may include third parties or any member of the Supplier group of companies. The Supplier shall remain liable for any Processor that it engages in accordance with the terms of this 0.

- 1.16 The Supplier shall assist and fully co-operate with the Customer to enable it to comply with its obligations as a Controller under and in accordance with Law (including the Data Protection Legislation) including in relation to the security of Processing, data subject right requests, reporting Personal Data Breaches to the supervisory authority and conducting data privacy impact assessments. The Supplier shall notify the Customer without undue delay if it receives a request from a Data Subject to exercise its rights under Law or any communication from a Data Subject, the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract.
- 1.17 The Supplier shall promptly comply with any request from the Customer requiring the Supplier to amend, transfer or delete Personal Data. At the Customer's request, the Supplier shall provide to the Customer a copy of all Personal Data held by it in the format and on the media reasonably specified by the Customer.
- 1.18 The Supplier shall at any time on the request of the Customer, return all Confidential Information and/or data (including any Personal Data that the Supplier Processes for and on behalf of the Customer) to that Customer and/or permanently delete the same from its systems, including any back-up copies.
- 1.19 The Supplier shall at the Customer's option, delete or return to the Customer all Personal Data on termination of the Contract and delete any existing copies of Personal Data except to the extent that the Customer is required to retain Personal Data by Law (including the Data Protection Legislation).
- 1.20 The Supplier shall make available to the Customer all information necessary to demonstrate the Customer's compliance with the obligations under this 0 and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.
- 1.21 The Supplier shall immediately inform the Customer if, in its opinion, an instruction from the Customer infringes Law (including the Data Protection Legislation).
- 1.22 The Supplier shall, in connection with the Contract, comply in all respects with Law relating to data protection (including the Data Protection Legislation) and have established procedures to ensure continued compliance with Law (including the Data Protection Legislation). The Supplier shall comply with its obligations as a Processor under and in accordance with Law (including the Data Protection Legislation).
- 1.23 The Supplier shall only collect any Personal Data in a form which is fully compliant with Law which will contain a data protection notice informing the data subject of the identity of the Controller, the identity of any data protection representative it may have appointed, the purposes or purpose for which their Personal Data will be Processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, Processed to enable Processing in respect of the Data Subject to be fair and compliant under Law.

- 1.24 The Customer may, at any time on not less than 30 working days' notice, revise this 0 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.
- 1.25 The parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 working days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.26 The Supplier shall Process Personal Data the performance of the Contract as notified by the Customer only for as long as required and for no longer than the term of this Contract.
- 1.27 The Supplier warrants that it shall:
 - (a) Process the Personal Data in compliance with Law (including the Data Protection Legislation); and
 - (b) take appropriate technical and organisational measures against Personal Data Breaches occurring.
- 1.28 The Supplier agrees to indemnify and keep indemnified and defend at its own expense the Customer against all costs, claims, damages or expenses incurred by the Customer or for which the Customer may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this 0.

Schedule 5: Key Performance Indicators

1. The Call-Off KPIs are as set out in the Order Form.
2. The parties acknowledge the provisions of Schedule 7 of the Framework Agreement.
3. The parties agree that the Customer may amend the Call-Off KPIs during the term as agreed, in writing, with the Supplier.
4. The Supplier shall establish suitable processes to ensure it can monitor its performance of the provision of the Goods and/or Services in accordance with the Call-Off KPIs under this Contract and that it is able to report on the same to the Customer.
5. At the end of each quarter during the Term, the Supplier shall provide the Customer (and, pursuant to the Framework Agreement, the Authority) with a report containing sufficient data setting out the Supplier's performance of the Call-Off KPIs. The Supplier acknowledges that the Customer will review such reports to determine the Supplier's effectiveness and efficiency of the Supplier's performance of the Call-Off KPIs.
6. If in the Customer's opinion, acting reasonably, the Supplier is not meeting the requirements of the Call-Off KPIs following a review of the reports provided pursuant to paragraph 5 above, the Customer may within 15 (fifteen) days give written notice (an **Initial KPI Warning Notice**) to the Supplier setting out:
 - (a) the matter or matters giving rise to such notice;
 - (b) the date by which such matters must be rectified by; and
 - (c) a reminder of the implications of such notice.

Any such Initial KPI Warning Notice shall state on it that is an Initial KPI Warning Notice.
7. If the Supplier (in the Customer's reasonable opinion) fails to adequately address the matter or matters set out in the Initial KPI Warning Notice by the date contained in such Initial KPI Warning Notice, the Customer may (at its discretion) issue a further written notice (a **Final KPI Warning Notice**) to the Supplier setting out:
 - (a) the matter or matters continuing rise to such notice;
 - (b) the date by which such matters must be rectified by; and
 - (c) a reminder of the implications of such notice.

Any such Final KPI Warning Notice shall state on it that is a Final KPI Warning Notice.
8. Without prejudice to any other rights under this Contract if the Supplier (in the Customer's reasonable opinion) fails to adequately address the matter or matters set out in the Final KPI Warning Notice by the date contained in such Final KPI Warning Notice, the Customer may terminate this Contract by giving not less than 7 (seven) days written notice to the Supplier.
9. In the event that the Framework Agreement is terminated in accordance with Schedule 7 of the Framework Agreement, the Supplier acknowledges that the Customer may terminate this Contract.