

**(1) NDI TECHNOLOGIES LIMITED**

**-and-**

**(2) Department for Work and Pensions**

**FRAMEWORK AGREEMENT FOR THE PROVISION OF MANAGED SERVICES**

**CONTRACT NUMBER DWP20171204**

**FRAMEWORK AGREEMENT FOR THE PROVISION OF SERVICES**  
**CONTRACT NUMBER DWP20171204**  
**THIS FRAMEWORK AGREEMENT is made the 4<sup>th</sup> of December 2017**

**PARTIES**

- (1) NDI Technologies Ltd, a company incorporated in Scotland with registered number SC173002, and having its registered office at Dacoll House, Gardners Lane, Bathgate, West Lothian EH48 1TP (the "**Supplier**")
- (2) NEWPORT SSCL  
DEPARTMENT FOR WORK & PENSIONS  
PO Box 406 NEWPORT  
NP10 8F (the "**Customer**")

We hereby agree to be bound by the terms of this Agreement as annexed hereto

SIGNED for and on behalf of  
NDI TECHNOLOGIES LIMITED

SIGNED for and on behalf of  
Department for Work and Pensions

Signed: [Redacted]

Signed: [Redacted]

Name: [Redacted]

Name: [Redacted]

Title: [Redacted]

Title: [Redacted]

Date: [Redacted]

Date: [Redacted]

Place of signing: [Redacted]

Place of signing:  
[Redacted]

---

**TERMS AND CONDITIONS**

**OPERATIVE PROVISIONS**

**1. DEFINITIONS AND INTERPRETATION**

(1) In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**"Agreement"**

means this agreement and the schedule attached to it (as the same may be amended from time to time with the agreement of the parties);

**"Additional Equipment"**

means any changes and additions to the Equipment made at the request of the Customer after the Commencement Date and which additional equipment is in good repair and condition;

**"Charges"**

means the charges payable for the Services under this Agreement, being (where the context so requires) each of the following:- (a) the charges for the Maintenance Services referred to in Part 2 of the Schedule; (b) the charges for the Managed Services referred to in Part 3 of the Schedule; ; and (c) (such other charges that may be due under this Agreement, in each case as the same may be amended from time to time in accordance with the provisions of Clause 4;

**"Commencement Date"**

means the date on which this Agreement shall become effective as specified in Part 1 of the Schedule notwithstanding the date or dates on which this Agreement is signed

**"Documentation"**

means the documentation provided for the Software in either printed text or machine readable form

**"Equipment"**

means the computer equipment specified (as appropriate) in Parts 2, 3 and 4 of the Schedule (including any part or parts of it) and such additions and changes thereto in the form of Additional Equipment as shall from time to time be agreed in writing between the parties

**“Goods”**

means any goods and software items (including any part or parts of them) to be provided by the Company to the Customer in accordance with these Conditions

**“Location”**

means the Customer’s premises in which the Equipment is installed as specified (as appropriate) in Parts 2, 3 and 4 of the Schedule

**“Initial Period”**

means the initial period of this Agreement as specified in Part 1 of the Schedule

**“Maintenance Charge”**

means the periodic charge for the Maintenance Services specified in Part 2 of the Schedule as varied from time to time pursuant to Clause 4 and such other charges that may be due under this Agreement, in each case as the same may be amended in accordance with the provisions of Clause 4;

**“Maintenance Hours”**

means the hours specified in Part 2 of the Schedule but excluding Saturdays, Sundays and public holidays (unless otherwise stated in the Schedule);

**“Maintenance Release”**

means a release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version;

**“Maintenance Services”**

means the maintenance services to be provided by the Supplier pursuant to Clause 2;

**“Modification”**

means any Maintenance Release or New Version which is acquired by the Customer in accordance with this Agreement;

**“Monitoring Hours”**

means the hours specified in Part 3 of the Schedule;

**“New Version”**

means any new version of the Software which from time to time is publicly marketed and offered for purchase by the software proprietor in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;

**“Non Contracted Equipment”**

means any equipment at the Location which is not included in the list of Equipment as set out in the Schedule (as the same may be updated from time to time) and in respect of which the Customer requests any Services;

**“Optional Services”**

means all or any of the Maintenance Services and the Managed Services listed in Parts 2 and, 3 of the Schedule and any other services that the Supplier and the Customer may from time to time agree shall be supplied to the Customer by the Supplier under the terms of this Agreement;

**“Out of Scope Items”**

means those items set out in Schedule Part 2 which do not form part of the Services but which if provided by the Supplier shall be charged at the Supplier’s then applicable rates;

**“Managed Services Charges”**

means the periodic charge for the Managed Services specified in Part 3 of the Schedule as varied from time to time pursuant to Clause 4;

**“Managed Services”**

means the managed services to be provided by the Supplier pursuant to Clause 2;

**“Response Time”**

means those response times to be achieved by the Supplier in performing the Services as set out in Parts 2 and 3 of the Schedule;

**“Schedule”**

means the schedule in five (5) parts annexed to and forming part of this Agreement;

**“Services”**

includes (as appropriate) those of the Optional Services that the Supplier and the Customer may from time to time agree shall be supplied to the Customer by the Supplier under the terms of this Agreement and identified as such in Part 1 of the Schedule;

**“Software”**

means all software material made available by the Company whether as an embedded item or as a separate item and whether in machine readable, optically readable or any other format and includes all object code but excludes source code. All references to Goods in the Conditions shall (unless the context otherwise admits) include Software;

**“Software Licence”**

Means the licence set out in Part 4 hereto and forming part of the Conditions

(2) The headings of this Agreement are inserted for convenience or reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.

(3) In this Agreement references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

(4) In this Agreement references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

(5) In the event of any conflict between the terms of this Agreement and any provision of the Schedule, the terms and conditions of this Agreement shall prevail.

## **2. THE SERVICES**

(1) The Supplier shall use its reasonable endeavours to supply and the Customer shall take and pay for the Services.

(2) The Services shall be performed with reasonable care and skill and in accordance with all applicable laws.

(3) Where they form part of the Services:-

(a) the Maintenance Services shall be provided during the Maintenance Hours and shall comprise of the services all as more particularly defined in Part 2 of the Schedule;

(b) the Managed Services shall be provided during the Monitoring Hours and shall comprise the services all as more particularly defined in Part 3 of the Schedule; and

(4) The Supplier shall be entitled, on prior notice to the Customer, to make changes to the Services, provided such changes do not have a material adverse effect on the Customer's business operations.

(5) The Supplier shall have no obligation to provide the Services where faults arise from any breach of the Customer's obligations under this Agreement.

(6) All intellectual property rights created or developed by the Supplier in the course of providing the Services shall belong to the Supplier and the Customer shall have no rights in respect of any such intellectual property rights except as expressly granted under this Agreement.

(7) The Supplier shall have no obligation to provide any of the Out of Scope Items. However, if the Supplier decides to do so, the Supplier shall be entitled to charge for such Out of Scope Items at its then current scale of charges and subject to normal credit terms.

## **3. LATER ORDERS FOR OPTIONAL SERVICES**

(1) After the Commencement Date but during the continuance of this Agreement, the Customer may from time to time request the Supplier to supply Optional Services of the type and in line with the charges set out in Parts 2, 3, 4, and 5 of the Schedule (as the same may be amended from time to time in accordance with Clause 4). The Supplier shall use its reasonable endeavours to comply with the Customer's request, but the Customer acknowledges that the Supplier's ability to supply the Optional Services shall depend on the availability of appropriate resources at the time in question.

(2) Where the Supplier agrees to provide Optional Services after the Commencement Date, such agreement shall be embodied in an order for Optional Services. Each order for Optional Services shall be made under, and shall incorporate, the terms of this Agreement.

## **4. CHARGES**

(1) Terms of payment of Supplier's invoices for the Services are thirty (30) days net from date of invoice.

(2) The Supplier reserves the right to revise its charges at any time. Revised charges will only be applicable on commencement or renewal of this Agreement. The Supplier may revise support charges for any reason including, but not restricted to, revisions to reflect percentage increases in the Retail Price Index in the twelve (12) month period preceding the 1<sup>st</sup> April prior to the Agreement renewal date as published by the Office for National Statistics from time to time (or any official index replacing it). The Supplier will advise the Customer of revised charges at least 30 days prior to the Agreement renewal date. If the Customer does not agree to the revised charges then, notwithstanding the provisions of Clause 9, the Customer shall have the right to terminate this Agreement with effect from the expiry of the then current term.

Individual charge rates are available on request.

(3) Charges for Non-Contracted Equipment will be made individually by the Supplier according to its then current scale of charges and are subject to normal credit terms, namely payment falling due by the Customer within thirty (30) days net from date of invoice.

(4) Charges for Additional Equipment will be made for the balance of the duration of the Agreement at the Supplier's prevailing rates. The Supplier is entitled to charge in addition for any services required to put such Additional Equipment into good repair and condition at the Supplier's prevailing rates prior to accepting such Additional Equipment.

(5) Charges for any New Version shall be agreed in writing prior to performance or supply by the Supplier, and shall be charged and invoiced to the Customer by the Supplier (and paid by the Customer) following acceptance by the Supplier of the Customer's written order for such New Version or such Optional Service (as the case may be).

(6) Charges for any additional Optional Service supplied by the Supplier to the Customer pursuant to Clause 3 after the Commencement Date shall be in line with the charges set out in Parts 2, 3, 4 and 5 of the Schedule (as the same may be amended from time to time in accordance with this Clause 4) and shall be charged and invoiced to the Customer by the Supplier (and paid by the Customer) following acceptance by the Supplier of the Customer's written order for such New Version or such Optional Service (as the case may be).

(7) The Supplier shall make an additional charge, in accordance with its standard scale of charges from time to time in force, for service visits:

- (a) made at the request of the Customer by reason of any fault in the Equipment due to causes not covered by the Services; or
- (b) made at the request of the Customer but which the Supplier finds are frivolous or not necessary.

(8) All charges are exclusive of Value Added Tax and net of all other taxes, duties whatsoever and the Customer shall be additionally responsible for payment of any such taxes or duties.

(9) If any sum payable under this Agreement is not paid in full on the due date, the Customer shall pay interest on the sum outstanding at the rate of one (1) per cent per annum above the base rate of the Clydesdale Bank plc in force from time to time from the date the payment became due until full payment is made (whether after or before judgement). The Supplier reserves the right to suspend the Services until full payment is made of any such outstanding sum and interest due.

## 5. CUSTOMER OBLIGATIONS

During the continuance of this Agreement the Customer shall

### 1 *Use and care of the Equipment*

(a) ensure that proper environmental conditions are maintained for the Equipment and shall maintain in good condition the accommodation of the Equipment, the cables and fittings associated therewith and the electricity supply thereto

(b) not make any modification to the Equipment without the Supplier's prior written consent, such consent not to be unreasonably withheld

(c) keep and operate the Equipment in a proper and prudent manner in accordance with the manufacturer's or the Supplier's operating instructions and ensure that only competent trained employees (or persons under their supervision) are allowed to operate the Equipment

(d) ensure that the external surfaces of the Equipment are kept clean and in good condition and shall carry out any user maintenance recommended by the manufacturer or the Supplier from time to time

(e) save as aforesaid, not attempt to repair or maintain the Equipment and shall not request, permit or authorise anyone other than the Supplier to carry out repairs or maintenance of the Equipment

(f) use on the Equipment only such operating supplies as the manufacturer or the Supplier shall recommend

(g) not make any movement of the Equipment or remove the Equipment from the Location without notifying the Supplier and so ensure continuity of maintenance. Any location changes may require a revision of the Charges

(h) not use in connection with the Equipment any accessory, attachment or additional equipment other than that which has been supplied by or approved in writing by the Supplier or the manufacturer

(i) make available to the Supplier free of charge all facilities and services reasonably required by the Supplier to enable the Supplier to perform the Services including, without limitation, print-outs, data preparation and office accommodation.

### 2 *Access*

(a) provide the Supplier with full and safe access to the Equipment for the purposes of this Agreement; any period during which such access is denied or prevented shall not count towards the fix time

(b) provide adequate working space around the Equipment for the use of the Supplier's personnel and shall make available such reasonable facilities as may be requested from time to time by the Supplier for the storage and safekeeping of test equipment and spare parts

(c) where appropriate, ensure that in the interest of health and safety that the Supplier's personnel, while on the Customer's premises, for the purposes of this Agreement, are at all times accompanied by a member of the Customer's staff familiar with the Customer's premises and safety procedures.

### 3 *Notification and Information*

(a) as soon as reasonably practical notify the Supplier if the Equipment needs maintenance or is not operating correctly. Failure by the Customer to notify the Supplier shall free the Supplier from all obligations to investigate or correct such failure or incorrect working where the Supplier reasonably considers that such failure to be notified by the Customer has materially affected the Supplier's ability to perform the Services or has materially affected the work required to be carried out by the Supplier

(b) subject to Clause 14 (3) promptly make available to the Supplier's personnel

i) the latest configuration for the Equipment and

ii) such programs, operating manuals and information as may be necessary to enable the Supplier to perform its obligations hereunder and shall if requested by the Supplier provide staff familiar with the Customer's programs and operations, which staff shall co-operate fully with the Supplier's personnel in the diagnosis of any malfunction of the Equipment

(c) where the latest Equipment configuration has not been made available to the Supplier's personnel in b i) above the Supplier shall only be obliged to use its reasonable endeavours to perform a functional fix or replacement. The Supplier reserves the right to charge the Customer for any return visit to complete the operational fix or replacement

(d) at all times keep a record of the use of the Equipment in a form to be approved by the Supplier and at the Supplier's request provide the Supplier with copies of the entries and allow the Supplier to inspect such record at all reasonable times

(e) if the Supplier is requested to supply any Services in respect of any Additional Equipment, advise the Supplier forthwith of the date of installation of such Additional Equipment at the Location.

### 4 *Miscellaneous*

(a) provide such telecommunication facilities as are reasonably required by the Supplier for testing and diagnostic purposes at the Customer's expense

(b) keep full security copies of the Customer's programmes, databases, data backups and computer records in accordance with best computing practice.

## 6. **DURATION**

This Agreement shall commence on the Commencement Date, shall continue for the Initial Period and shall remain in force thereafter unless or until terminated by either party giving to the other not less than ninety (90) days prior written notice of termination expiring on the last day of the Initial Period or at any time thereafter but shall be subject to earlier termination as provided elsewhere in this Agreement.

## 7. **LIABILITY**

(1) The Supplier and the Customer each acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement and any conditions, warranties, representations, understandings or other terms, whether express or implied, statutory or otherwise, are excluded from this Agreement (including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose and the use of reasonable skill and care) to the fullest extent permitted by law.

(2) No representation or warranty is given by the Supplier that all faults will be fixed within a specified period of time.

(3) The Customer acknowledges that save as set forth in the Agreement the Supplier does not and shall not have any liability to the Customer (whether in contract or tort, strict liability or otherwise) for loss, damage or injury of any kind howsoever arising.

(4) Subject to Clauses 7(5) 7(6) and 7(7), the Supplier will accept liability for direct physical damage to persons or property on the premises where the Equipment is installed which is caused by the negligence of the Supplier or its employees or other claims for direct financial losses which are not excluded by this Clause 7.

(5) The Supplier shall under no circumstances be liable for any losses or damage which may be suffered by the Customer (or any person claiming under or through the Customer) whether the same arise in contract, tort, (including negligence) or otherwise howsoever, which fall within any of the following categories:- (i) loss of use, interruption of business, profits,

anticipated savings, goodwill, revenue, turnover, contracts, reputation, loss or damage to, (including corruption of) data (whether the same are suffered directly or indirectly) or (ii) for any indirect, special or consequential loss.

(6) Subject to Clause 7(7) the total liability under this Agreement or otherwise, whether in contract, tort (including negligence) or otherwise (and whether or not caused by the negligence of the Supplier, its employees or agents) arising out of or in connection with this Agreement shall not exceed the sums received by the Supplier from the Customer in the calendar year in which the liability arises.

(7) Notwithstanding the foregoing, nothing in this Agreement shall affect either party's liability to the other for (i) death or personal injury resulting from its own or that of its employees', agents' or sub-contractors' negligence, (ii) fraud or fraudulent misrepresentation, (iii) breach of the obligations implied or imposed by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, 1982 or under Part 1 of the Consumer Protection Act 1987 and (iv) any other liability which cannot be excluded by law, which liability shall not be limited.

## 8. FORCE MAJEURE

Neither party shall be liable for any delays in performing any of its obligations hereunder (excepting obligations to pay) if such delay is caused by circumstances beyond the reasonable control of the party so delayed and such party shall be entitled to a reasonable extension of time for the performance of such obligations.

## 9. TERMINATION

(1) This Agreement shall remain in force until terminated in any of the following ways:

- (a) By either party giving ninety (90) days written notice to the other in accordance with Clause 6.
- (b) By either party forthwith for failure of the other to remedy a material breach of this Agreement after receipt of reasonable notice requiring it so to do, or
- (c) Forthwith by the Supplier if the Customer fails to pay any amount due under this Agreement after reasonable notice requiring it to do so, or
- (d) Forthwith by the Supplier if the Customer shall become insolvent or go into liquidation (within the meaning of the Insolvency Act 1986 or any modification or goes into liquidation or enters into a composition with its creditors or shall be unable to pay its debts within the meaning of Sec 123 of the Insolvency Act 1986 or if a receiver or administrator or similar officer is appointed or an application is made to the court for such appointment over all or part of the assets, or is subject of a winding up order or undergoes or is subject to any analogous act or event in any foreign jurisdiction.

(2) If this Agreement shall be terminated lawfully by the Customer in accordance with the above the Customer shall be entitled to a refund of the Charges from the Supplier in respect of the unexpired portion of any period for which it was paid such charges (calculated on a monthly basis). No refund of any part of any Charges shall be made on termination of this Agreement in any other circumstances.

## 10. CONSEQUENCES OF TERMINATION

(1) On expiry or termination of this Agreement:-

- (a) the Customer's right to receive the Services shall cease automatically;
- (b) each party shall immediately return to the other all property and materials containing confidential information belonging to the other; and
- (c) all amounts due from the Customer under this Agreement shall be paid immediately by the Customer. The Supplier shall submit invoices for any Services that it has supplied but for which no invoices have been submitted and the Customer shall pay these invoices immediately on receipt.

(2) Expiry or termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly, or by implication, intended to come into force or continue in force on or after that expiry or termination.

(3) Expiry or termination of this Agreement shall be without prejudice to Clauses 1 (Definitions and Interpretation), 4 (Charges), 7 (Liability), 10 (Consequences of Termination), 13 (Non Solicitation), 14 (Confidentiality & Data Protection Compliance) 17 (Freedom of Information) and 27 (Governing Law and Jurisdiction) which shall continue in full force and effect.

## 11. ASSIGNATION

This Agreement is personal to the Customer. The Customer shall not assign, novate, charge, subcontract or deal in any manner with any or all of its rights and obligations under this Agreement without the prior written consent of the Supplier.

The Supplier may at any time assign, novate, charge, subcontract or deal in any other manner with any or all of its rights and obligations under this agreement provided it gives written notice to the Customer.

## 12. SUB-CONTRACTS

The Supplier may enter into any sub-contract with any person for the performance of all or any part of this Agreement and, if so requested by the Customer, shall supply the Customer with details of such sub-contractor. The Supplier shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of this Agreement.

## 13. NON SOLICITATION

(1) The Customer acknowledges that the Supplier has incurred significant costs in recruitment and training its employees and/or third party contractors to enable it to provide the Services. Accordingly the Customer agrees that it will not, and it will ensure that no other establishment within its group will not, solicit or approach in any way, any of the Supplier's employees and/or third party contractors who are involved in the provision of the Services with a view to offering employment or to solicit services from them on their own account (whether for the Customer or another party) during the period of this Agreement and for a period of twelve (12) months after termination or expiry of this Agreement.

(2) Liquidated damages for breach of the foregoing provision will be equal to such sum charged for the services of such employee and/or third party contractor for a period of thirteen (13) weeks at the Supplier's standard rate. Details of such rates can be obtained from the Supplier on demand. The parties agree that such sum is a genuine pre-estimate of the costs which the Supplier previously employing or contracting with the individual will incur in finding and training a replacement for that person.

## 14. CONFIDENTIALITY & DATA PROTECTION COMPLIANCE

(1) Each party shall treat as confidential all information obtained from the other pursuant to this Agreement and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent; provided that this Clause shall not extend to information

- (i) which was rightfully in the possession of such party prior to the commencement of the negotiations leading to this Agreement, or
- (ii) which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause) or
- (iii) which is disclosed in published materials or
- (iv) which has been lawfully obtained from any third party who to the knowledge of the recipient does not owe an obligation of confidence in respect of such information or
- (v) which is required to be disclosed by law or court order.

(2) Each party shall ensure that its employees are aware of and comply with the provisions of this Clause. If the Supplier shall appoint any sub-contractor then the Supplier may disclose confidential information to such sub-contractor subject to such sub-contractor giving an undertaking in similar terms to the provisions of this Clause. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.

(3) The Customer's obligations under Clause 5(3)(b) to make available the information therein mentioned shall be subject to the Supplier signing such confidentiality undertakings as may be reasonably required by or to protect any third party having rights in such information prior to the same being made available.

(4) In so far as either party is acting as a data controller in relation to the provision and receipt of the Services, that party shall ensure that it shall at all times comply with the provisions and obligations imposed by the Data Protection Act 1998 and the Data Protection Principles in storing and processing personal data.

(5) In relation to any personal data processed by the Supplier on behalf of the Customer pursuant to this Agreement:-

- (i) the Customer shall at all times while the Supplier continues to process such personal data act as and maintain the role of the owner and data controller of such personal data;
- (ii) the Supplier shall at all times while it continues to process such personal data act as and maintain the role of data processor of such personal data and shall only process the personal data as instructed in writing by the Customer or as in accordance with this Agreement; and
- (iii) the Supplier shall take what it considers to be appropriate technical and organisational security measures against unauthorised or unlawful processing of the personal data and against accidental loss, destruction of, or damage to the personal data.

(6) All personal data acquired by either party from the other shall be returned to the disclosing party on request. Both parties shall indemnify each other in respect of any unauthorised disclosure of personal data. The parties hereby

acknowledge that performance of a duty imposed by the Act, shall not constitute a breach of any obligation in respect of confidentiality which may be owed to the other party.

## **15. PROPRIETARY RIGHTS IN SOFTWARE**

15.1 The Customer hereby acknowledges that any proprietary rights in any Software supplied including but not limited to any title or ownership rights, patent rights, copyright, rights to extract or re-use data from a data base, trade marks, design rights (whether registered or unregistered) and trade secret rights, shall at all times and for all purposes vest and remain vested in the Software owner.

15.2 The Customer hereby acknowledges that it is its sole responsibility to comply with any terms and conditions of any licence attaching to Software supplied including, if so required, the execution and return of software licences. The Customer is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a software licence or having the same revoked by the proprietary owner. The Customer further agrees to indemnify the Company in full and on demand against any damages, costs, charges, expenses, loss or liability incurred by the Company as a result of any breach by the Customer of such terms and conditions.

NO TITLE TO OR OWNERSHIP OF SOFTWARE IS TRANSFERRED TO THE CUSTOMER UNDER ANY CIRCUMSTANCES.

## **16. ANTI-BRIBERY AND CORRUPTION**

16.1 Both parties shall:

16.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and

16.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.

## **17. FREEDOM OF INFORMATION**

The Supplier acknowledges that the Customer is subject to the requirements of Freedom of Information Law (means Freedom of Information Act 2000 and Environmental Information Regulations 2004) and shall assist and co-operate with the Customer to enable the Customer to comply with its disclosure obligations. The provisions of Clause 14 shall be subject to the Customer's obligation under this Legislation.

## **18. OFFICIAL SECRETS ACT**

The Supplier undertakes to abide by, and ensure that its personnel abide by, the provisions of:

(1) The official Secrets Act 1911 to 1989; and

(2) Section 182 of the Finance Act 1989

In the event that the Supplier and its personnel fail to comply with this Clause, the Customer reserves the right to terminate this Agreement by giving notice in writing to the Supplier.

## **19. WAIVER**

(i) Failure or neglect by either party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of either parties rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice either parties rights to take subsequent action.

(ii) The rights and remedies provided in this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.

## **20. SEVERABILITY**

If any of these terms, conditions or provisions shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

## **21. ENTIRE AGREEMENT**

(1) This Agreement, including the Schedule, states the entire agreement between the parties on this subject and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

(2) Without limiting the generality of the foregoing, neither party shall have any remedy in respect of any untrue statement made to it upon which it may have relied in entering into this Agreement, and a party's only remedy is for breach of

contract. Notwithstanding the foregoing, nothing in this Agreement purports to exclude liability for any fraudulent misrepresentation, statement or act.

(3) No variation of this Agreement shall be effective unless it is in writing and signed by the parties.

## **22. CONFLICT**

This Agreement shall prevail over any printed or conflicting terms contained in the Customer's Purchase Order and may be modified or waived only by a written agreement signed by authorised representatives of the party.

## **23. NOTICES**

Any notice required to be given under this Agreement shall be given by sending the same by first class registered post, addressed to the party required to be served at the address for such party shown in this Agreement or such other address as he shall have given for service upon him. Any notice given pursuant to this Clause shall be deemed to have been given forty-eight hours after the time of posting and service thereof shall be sufficiently proved by proving that the notice was duly despatched through the post in a prepaid envelope addressed as aforesaid.

## **24. NO PARTNERSHIP, JOINT VENTURE OR AGENCY**

Nothing contained in this Agreement shall be deemed to constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. In the performance of this Agreement, the status of each party including its employees and agents shall be that of independent contractor and not of employee, agent or fiduciary of the other party. Neither party shall have, nor represent that it has, any authority to make any commitments on behalf of the other party.

## **25. THIRD PARTY RIGHTS**

No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any party who is not a party to this Agreement.

## **26. CONTRACT REVIEW MEETINGS**

(1) The Supplier and the Customer shall participate in contract review meetings which will meet to:

- (i) consider any future strategy and make recommendations to stop, suspend or modify any practice or component of the Services;
- (ii) review each party's performance against their respective obligations to provide the Services under individual call-off contracts;
- (iii) review and recommend for approval by the Parties any amendments or modifications to the scope or terms of this Agreement; and
- (iv) endeavour to resolve any matters of interpretation, disputes, disagreements or modifications to the scope or terms of this Agreement.

(2) The contract review meetings shall be held as may be agreed by both parties.

## **27. GOVERNING LAW AND JURISDICTION**

The parties hereby agree that this Framework Agreement for the Provision of Services concluded between them and constituted on these terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation hereunder (including non-contractual disputes or claims) shall be construed in accordance with the laws of England and Wales. Any legal action brought concerning this Agreement or any dispute hereunder (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the English Courts.

This is the Schedule referred to in the foregoing Framework Agreement for the Provision of Services

**Schedule – Part 1**

**The Services, Commencement & Initial Period**

**1. The Commencement Date**

13<sup>th</sup> December 2017  
notwithstanding the date or dates of signing of  
this Agreement.

**2. The Initial Period**

From: 13<sup>th</sup> December 2017  
To: 12<sup>th</sup> December 2020

## Schedule - Part 2

### The Maintenance Services

#### 1. Description

The Maintenance Services shall include the supply and fitting free of charge of all standard parts necessary for the efficient working of the Equipment. Worn or broken parts replaced permanently in accordance with the Maintenance Services will become the property of the Supplier.

The Supplier reserves the right to send to the Customer replacement items such as keyboards, mice and monitors (max diameter 19 inch) for installation by the Customer.

##### (1) Response Time

On receipt of a request for corrective maintenance the Supplier undertakes to use its reasonable endeavours to respond with a suitably qualified service engineer within the Response Time specified in this Part 2 of the Schedule during Maintenance Hours.

##### (2) Corrective Maintenance

The Supplier shall during Maintenance Hours use its reasonable endeavours to carry out such repairs and adjustments to and replace such parts of the Equipment as may be necessary to restore the Equipment to its proper operating condition.

##### (3) Service Reports

Upon completion of remedial work a duly authorised representative of the Customer shall, if the Supplier so requests, sign a Service Report Form (in such form as may be specified by the Supplier) in duplicate confirming the Customer's instructions to the Supplier to carry out such work and specifying the work completed by the Supplier to the Customer's satisfaction.

##### (4) Non-Serviceable Items

Whenever the Supplier considers that for any reason an item is beyond economical repair it will advise the Customer of this whereupon the item will either be replaced or reconditioned at the Customer's expense and remain covered by this Agreement or be excluded from this Agreement upon a written declaration to that effect by the Supplier to the Customer subject to a rebate by the Supplier of the appropriate proportion of the unexpired fee for that item excluded from this Agreement.

##### (5) Inspection

Where equipment has not been supplied and installed by the Supplier or its agents immediately prior to the Commencement Date the Supplier may require that an inspection be carried out at the Customer's expense by Supplier's staff prior to acceptance of equipment under this Agreement. The Supplier reserves the right to refuse support of equipment that fails such inspection unless the Customer agrees to pay for the costs of any remedial work considered necessary by the Supplier.

##### (6) No Fault Found

The Supplier reserves the right to apply its current listed support charges to the Customer whenever reported faults in the Equipment are not evidenced within a reasonable time of the attendance of Supplier's staff at the Location.

#### 2. Exceptions (Out of Scope)

(1) The Maintenance Services do not include any maintenance of the Equipment which is necessitated as a result of any cause other than use of the Equipment in accordance with the manufacturer's recommendations or as a result of the Customer's negligent act or omission, neglect or default and does not include without limitation:

- (a) failure or fluctuation of electric power, air-conditioning, humidity control or other environmental conditions; or
- (b) accident, transportation, relocation, reinstallation, neglect, misuse or default of the Customer, its employees or agents or any third party; or
- (c) any fault in any attachments or associated equipment which do not form part of the Equipment; or
- (d) act of God, fire, flood, natural disaster, act of government, war, riot, act of violence (including terrorism) civil commotion or any other similar occurrence; or
- (e) any attempt by any person other than the Supplier's personnel to adjust, repair or maintain the Equipment; or
- (f) wilful damage and/or excessive wear and tear;
- (g) maintenance where Equipment was not in an operational condition on the Commencement Date.

(2) The Maintenance Services do not include:

- (a) service other than at the Location (or such other location as the Supplier shall have approved in advance in writing);

(b) repair or renewal of the following:

Physical user damage	Reconditioned toner, consumables
Network fault/line fault	Optional extras – paper trays, etc over and above manufacturers specification
Manufacturer modifications	Door or cover hinges (all plastics)
Scanner feed rollers, where user changeable	Using kit outside manufacturer's specification
Laptop batteries	Thermal wax, paper separation pads
Fusers (All)	Hammer modules/banks
Toners (All)	Batteries (All) e.g. laptops, UPS's CMOS
Filters (All)	Physical User Damage
Ribbons	Cabling up to network card
Bulbs/lamps	Print heads (all),
Developer	Print Bands/Modules/Shields
User error	EP Cartridges
Power leads	PCMCIA cards and cables (unless defined in equipment list)
Purge Units	Ink cartridges
LCD, TFT or Touch Screen Panels	Drum kits
Tapes	Corona charge wires
Disk Packs	Tape drive heads
Daisy Wheels	Gas plasma displays
Manufacturer recommended PM kits	Cathode ray tubes
Painting or refinishing the equipment	Other Consumable supplies
Software related errors	

(c) Failure or performance issues due to age of equipment e.g. beyond manufacturers recommended life Expectancy

(d) Low emission CRT

(e) Hardware and Software incompatibilities

(f) Micro code upgrades/BIOS upgrades

(g) Maintenance or support of the operating system software of any computer unless stated in the Schedule;

(h) Electrical or other environmental work external to the Equipment;

(i) Maintenance of any attachments or associated equipment (whether or not supplied by the Supplier) which do not form part of the Equipment;

(j) Recovery or reconstruction of any data or programs lost or spoiled as a result of any breakdown of or fault in the Equipment, unless stated in the Schedule; and

(k) Operating supplies and accessories.

(l) Virus Infection

(m) Abortive visits

The Supplier will carry out support work on behalf of the Customer which is classed as 'Out of Scope'. 'Out of Scope' support work will be carried out, on a chargeable basis (labour, including travel within mainland UK, plus the cost of parts). 'Out of Scope' support can be defined in the examples above, this list is not restrictive or exhaustive:

**3. The Equipment & Site Number(s)**

3x BenQ GL2450

-ETH  
-ETH  
-ETH

3x Fujitsu Q556

-YMD  
-YMD  
-YMD

**4. Maintenance Hours**

Monday to Friday from 9am – 5pm excluding public holidays

**5. Response Time**

The Supplier will use its reasonable endeavours to act on a user management request by the Customer within 4 hours of the request being logged by the Customer during monitoring hours. Acknowledgement of the request to be within one monitoring hour. Customer requests for user management must be confirmed by the Customer by email and the response time will be counted from the time of the e-mail.

**6. Special Conditions**

Not used

## Schedule – Part 3

### Managed Services

#### 1. Service(s) Description

This Schedule sets out the intended scope of the Services to be provided by the Supplier and to provide a description of what each Service entails.

**1.1 Implementation Services** – The Supplier will provide a hosted gateway to enable access to the Police National Computer (the "PNC") by Customer as agreed by the parties. The Supplier will be responsible for the provision of :

- (a) The hosted environment;
- (b) Links to the PNC to provide the Customer with the ability to make enquiries of the PNC, when the PNC is available;
- (c) User access administration with User IDs and passwords for authorised users and auditors at the Customer's site
- (d) Technical resources to advise on and enable connectivity by the Customer to the PNC records;
- (e) Guidance on workstation requirements and instructions for use of the Services; and
- (f) Provision for testing and piloting the Services prior to full rollout.

Both Party responsibilities -

- (a) both Parties will provide all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by the other Party in order to render and receive the Services;
- (b) both Parties shall comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (c) both Parties shall carry out all other responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

#### 1.2 Customer Responsibilities –

The Customer shall:

- (a) ensure that Users may only access and use PNC records for those purposes which the Customer has been expressly authorised to use the PNC by the owner of the PNC;
- (b) obtain and shall maintain all necessary licences, consents and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services
- (c) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- (d) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- (e) be responsible for providing Terminals that meet the technical requirements specified by the Supplier and for ensuring that the Terminals are maintained in good working order.

The Supplier will not be responsible for:

- (a) The availability (or otherwise) of the PNC from the Home Office;
- (b) Resolving technical issues resulting from problems with the PNC;
- (c) The availability, accuracy or completeness (or otherwise) of PNC Records
- (d) Any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, over which the Supplier has no control and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

The Supplier does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements.

### 1.3 Interface Requirements

#### (a) technical interface

1. The Supplier shall provide such information and resources to the Customer as are agreed to enable a working connection between the Terminals and the PNC
2. The Supplier shall ensure that compliance requirements are kept up to date and notify the Customer of any changes which may affect the accreditation

#### (b) management obligations/responsibilities

3. The Supplier shall provide a point of contact for all technical issues and an escalation point

### 1.4 Security Requirements

(a) The Supplier shall demonstrate that the hosted gateway is accredited to the standard required for PNC by Home Office Police Accreditor and provide confirmation of the same.

(b) The Services shall comply with requirements to handle information up to and including IL3.

(c) The Services shall comply with the current GSI and CJX Code of Connection.

(d) The Supplier shall comply with ISO 27001.

(e) The Customer device access to the Services must be capable of accreditation with GSI/CJX which requires the Supplier to maintain accreditation to the standard required for PNC by Home Office Police Accreditor. The Supplier must work with the Customer's technical resources to ensure a plan for compliance is feasible and in place.

## 2. The Equipment & Site Number(s) – See equipment list in Schedule Part 2

## 4. Monitoring Hours

Monday to Friday from 9am – 5pm excluding public holidays

## 5. Response Time

The Supplier will use its reasonable endeavours to act on a user management request by the Customer within 4 hours of the request being logged by the Customer during monitoring hours. Acknowledgement of the request to be within one monitoring hour. Customer requests for user management must be confirmed by the Customer by email and the response time will be counted from the time of the e-mail.

## 6. Special Conditions

Where there is necessary downtime for urgent maintenance the Supplier will use its reasonable endeavours to notify such downtime in advance.

## Schedule – Part 4

### Software Licence

In accordance with Clause 15 of this Agreement of which this Part forms part, the Customers use of the software is subject to the following provisions:

#### 1. GRANT OF LICENCE

1.1 The Company in consideration of the payment by the Customer of the Total Contract Price for the Goods including Software hereby grants to the Customer and Customer hereby accepts a personal, non-exclusive, non-transferable, licence to use the Program subject to the terms and provisions of this Agreement. Nothing in this Agreement shall be construed as conferring by implication, estoppel or otherwise upon Customer any licence or other right, title, or interest in or to the Program (including, without limitation, the right to reproduce, sell or distribute the Program except those expressly granted in this Agreement.

1.2 The licence granted by this Agreement authorises use of the Program by no more than the number of concurrent users specified in the Schedule who shall be employees, agents and sub-contractors of Customer (“Authorised Users”) who either have a need to know or who are engaged in the use of the Licenced Programs.

1.3 Customer shall maintain adequate records of usage of the Program by Authorised Users to assure compliance with the limitations of this licence. Such records shall be available to Supplier for inspection upon reasonable request.

Customer shall also permit Supplier, upon reasonable request, to inspect and have access to any premises, and to the computer equipment located there, at or on which the Program is being kept or used, for the purposes of ensuring that customer is complying with the terms of this Agreement.

1.4 Customer has no right to sub-license this licence in whole or in part, or to allow the Program to become the subject of any charge, lien or encumbrance without the prior written consent of Supplier.

#### 2. SCOPE OF THIS AGREEMENT

2.1 This Agreement shall apply to each Program or Release of a Program that Customer is currently licensing from Supplier or shall licence in the future.

#### 3. RESTRICTION AGAINST THIRD PARTY USE

3.1 The Program may not be used by any person or entity that is not an Authorised User.

#### 4. COPIES OF THE PROGRAM

4.1 Supplier shall furnish to Customer either one copy of the Program or a communications link to the Program

4.2 Subject to Clause 1.2 Customer shall have the right to make such copies as may be reasonably necessary of the machine-readable object code for the Program solely for internal use and archive purposes. On such copies, Customer shall mark copyright, trade mark, patent, and/or trade secret notices identical to those on the copy of the Program provided to Customer. Customer may not otherwise make copies of the Program.

4.3 Supplier shall furnish to Customer one copy of the Documentation upon request, at Supplier’s then current price. Customer may not, without the prior written consent of Supplier, copy or otherwise reproduce any Documentation.

#### 5. INSTALLATION

5.1 In the absence of an arrangement with Supplier the installation of the Program on a computer shall be Customer’s responsibility. Customer shall follow the installation procedures contained in the Documentation.

#### 6. ACCEPTANCE

6.1 The Program will be deemed accepted when the Program has been installed and performs substantially as described in the Documentation.

#### 7. ACKNOWLEDGEMENT OF SUPPLIERS OWNERSHIP RIGHTS

7.1 Customer acknowledges that it obtains no ownership rights in the Program under the terms of this Agreement. All rights in the Program including but not limited to confidential information, trade secrets, trade marks, service marks, patents, designs, copyright and other intellectual property rights are, shall be and will remain the property of the Supplier or any third party from whom the Supplier has licenced software or technology. All copies of the Program delivered to Customer or made by Customer remain the property of the Company.

#### 8. CONFIDENTIAL INFORMATION

8.1 Customer acknowledges that the Program and the Documentation contain proprietary and Confidential information of Supplier. Customer agrees to keep the Program and Documentation in confidence and to take all reasonable precautions

to ensure that no unauthorised persons have access to the Program and Documentation and that no unauthorised copies are made. Breach of this provision shall be grounds for immediate termination of this Agreement without further obligation to Customer, at Suppliers option.

8.2 Customer may not alter any proprietary markings on the Program, including copyright, trademark, trade secret and patent legends.

8.3 Customer may not decompile, disassemble, or reverse engineer the Program, except and only to the extent it is permitted to do so by applicable local law.

## 9. CUSTOMER'S OBLIGATION FOR DATA PROTECTION

9.1 Customer is required to perform daily backups of the data on the computer system used by the Program so that the likelihood of data loss is minimised. Customer shall be solely responsible for backup tapes and/or disks. Customer shall be responsible for keeping its computer system free of computer viruses.

## 10. WARRANTY

10.1 Supplier warrants that the program will perform substantially in accordance with the accompanying documentation for a period of 90 days from the date of the customers receipt of the program ("Warranty period").

10.2 Supplier (and any third party from whom the supplier has licensed software or technology) disclaims (s) all other warranties, either express or implied, including but not limited to implied warranties of quality, fitness for a particular purpose and non-infringement, with respect to the program and the accompanying written materials. Each party acknowledges that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement.

10.3 Supplier (and any third party from whom the supplier has licensed software or technology) will not be liable for lost profits, lost opportunities, loss of business, loss of revenue, loss of turnover, loss of goodwill, loss or corruption of data, or incidental or indirect, special consequential loss or damage under any circumstances however arising even if such loss was reasonably foreseeable or supplier had been advised of the possibility of customer incurring the same.

10.4 Exclusive remedy; customer's exclusive remedy against supplier for breach of this agreement shall be, at the supplier's choice, (A) Correction of any error or defect in the program as to which customer has given notice or (B) Replacement of the program involved provided the customer provides all the information that may be necessary to assist supplier in resolving the error or fault, including sufficient information to enable the supplier to re-create the error or fault.

10.5 If any problem, operational failure or error of the Program has resulted from any alteration of the Program, accident, abuse, or misapplication, then this warranty shall be null and void, at Supplier's option.

10.6 Customer acknowledges and agrees that Supplier does not warrant that the use of the Program will be interrupted or error-free. Customer further accepts responsibility for the selection of the Program to achieve its intended results.

## 11. INDEMNIFICATION

11.1 Supplier agrees to indemnify and hold Customer harmless against any loss, damage, expense, or cost, including reasonable attorneys' fees, arising out of any claim, demand, or suit asserting that the Program infringes or violates any third party copyright, patent, trade secret, trade mark, or proprietary right, (a "Claim") subject to the overall limitation of damages hereunder.

11.2 The indemnification obligation in this Clause shall be effective only if (1) at the time of the alleged infringement, Customer was using a currently supported version of the Program listed in Supplier's then current Supported Products List, (2) Customer gave prompt written notice of the Claim specifying in reasonable detail the nature of the Claim, and all details of the Claim from time to time in the knowledge or possession of Customer and permitted Supplier to defend the Claim, (3) Customer has reasonably co-operated in the defence of the Claim, (4) Customer use all reasonable endeavours to mitigate any loss arising out of such Claim by any third party, and (5) Customer does not, without prior written consent of Supplier, admit liability or make any offer, promise, compromise, settlement or communication with the third party in respect of the Claim. Supplier shall have no obligation to Customer to defend or satisfy any claims made against Customer that arise from the use, sale, licensing or other disposition of the Program by Customer other than as permitted by this Agreement or from Customer's modification of the Program.

11.3 To reduce or mitigate damages, Supplier may at its own expense procure the right for Customer to continue licensing and distributing the Program or replace it with a non-infringing product. If Supplier supplies a non-infringing Release of the Program, Customer shall promptly permit its installation on its computer system, and terminate use of prior Releases of the Program. If, in its judgement, Supplier deems that, due to the Claim or for any other reason, it is not in Supplier's practical interest to continue distributing a Program, Supplier may require Customer, upon thirty (30) days written notice to terminate use of a Program and this Agreement shall terminate as to the Program involved. In this event Customer shall receive a refund of the licence fee relating to the whole or the infringing part of the Program (less a reasonable sum in respect of Customer's use of the Program to the date of termination) on return of the Program and all copies thereof. The foregoing is Customer's exclusive remedy against any and all parties for any claim arising from or relating to loss of use of the Program or to any other damage arising as a result of this provision.

## **12. TRAINING**

12.1 Training services will be provided on the terms and at prices stated in Suppliers then current schedule of fees for training services.

## **13. SOFTWARE SUPPORT**

13.1 Software Support for the Program shall consist of the services listed in Part 3 of this Agreement.

13.2 During the Warranty Period specified above, Customer shall be entitled to telephone software support without additional charge.

13.3 Any installation required for an upgrade to a currently supported version of a Program under any paragraph of this Agreement, when performed by Supplier, will be charged to Customer at Supplier's then current hourly rates plus reimbursement for any out-of-pocket costs or expenses incurred by Supplier. Such installation charges shall be in addition to other fees or charges that may be due.

## **14. AUDIT**

14.1 During the term of this Agreement, upon reasonable notice, Supplier may enter the premises of customer and perform reasonable audit and inspection procedures to confirm that customer is in compliance with the terms and conditions of this Agreement, including, but not limited to, provisions relating to scope of use of the Program, protection of Confidential Information, and termination. Customer shall co-operate in any such inquiry.

## Schedule – Part 5 - Charges

## Payment Profile:

The undernoted pricing

Item	Qty	Price per unit	Total Price
PNC system one off connection fee	1		
Provision of PNC ready terminals with 23" monitor and 3 years' hardware support and all relevant software, anti-virus and all relevant software and security updates	3		
2FA token fee per terminals	3		
Managed Service Fee per terminal	3		
Training per day [REDACTED] for each course i.e. PNC (up to a maximum of 6 users per course)	1		
Auditor <i>On condition auditor available on day of installation for their separate training session</i>	1		
PNC E-Print (includes licences)	3		
PNC Transition Auditor	1		
Installation per day	1		
TOTAL COST year 1 EXCL VAT			
2FA token fee per terminal	3		
Managed Service fee per terminal	3		
PNC E-print	3		
PNC Transition Auditor	1		
TOTAL COST year 2 EXCL VAT			
2FA token fee per terminal	3		
Managed Service Fee per terminal	3		
PNC E-Print	3		
PNC transition Auditor	1		
TOTAL COST year 3 EXCL VAT			
<b>TOTAL COST 3yr contract £47875.00 excluding VAT</b>			