



CONTRACT LETTER

CONTRACT LETTER TO ENTER INTO A CONTRACT RELATING TO PROVISION OF PORTABLE RADIO TRANSMISSION APPARATUS WITH RECEPTION APPARATUS AND RELATED SERVICES:

Dated 25th January 2018 Reference number 4539

- (1) THE SECRETARY OF STATE FOR JUSTICE of 102 Petty France, London, SW1H 9AJ (the "Authority");
AND
(2) EXFO Europe Ltd. with registered company number 02316168 whose registered office is One Fleet Place, London, EC4M 7WS, United Kingdom (the "Contractor")
(each a "Party" and together the "Parties").

WHEREAS

- A. Following a competitive tender process OJEU procurement 2015/S 122-222494, the Authority wishes to appoint the Contractor to provide Portable Radio transmission apparatus with reception apparatus and related goods and services and the Contractor agrees to provide those goods and services in accordance with these terms and conditions;
B.

NOW IT IS HEREBY AGREED:

1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise stated, defined terms used in this Contract Letter have the meanings given in Clause 1 (Definitions and Interpretations) of the Terms and Conditions incorporated through Paragraph 2.1 below.
1.2 The Contract starts on 25th January 2018 (the "Commencement Date") and ends on [31st March 2022 (the "End Date") unless it is terminated early.
1.3.

2 TERMS OF CONTRACT

- 2.1 This Contract Letter, together with the Terms and Conditions (including the Schedules to the Terms and Conditions) shall constitute a Contract.
2.2 The Terms and Conditions are enhanced by and subject to the contents of this Contract Letter and any of its appendices.
2.3 The Services are to be provided for the benefit of the Authority by the Contractor.

3 CONTRACT VALUE

- 3.1 The provision of goods and services in accordance with Schedule H (Pricing and Payment) the Terms and Conditions of the Contract shall be limited to £1,200,000.00 (one million two hundred thousand pounds sterling) exclusive of any VAT
3.2 The First Purchase Order will be issued at a value of (REDACTED) exclusive of any VAT
3.3 The Authority may issue additional purchase orders in accordance with the with Schedule H (Pricing and Payment) to the Terms and Conditions of the Contract.

4 CHARGING AND INVOICING

4.1 Charges for Hardware and Software shall be invoiced only when the Authority has accepted the Goods. The Authority is deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with Paragraph 8 (Testing Procedures) below.

4.2 Charges for training Services shall be invoiced on or after the last day of the training.

4.3 Annual charges for (REDACTED) shall be invoiced on 1st of June every calendar year or 60 calendar days following the delivery of (REDACTED)

4.4. A Valid Invoice is an invoice which includes:

- (a) the Contractor's full name, address and Contract reference number;
- (b) (if Goods are included in the Specification) a description and quantity of the Goods delivered including serial numbers;
- (c) the Purchase Order number issued by the Authority

4.4 The Authority shall pay all sums due to the Contractor within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address:

(REDACTED) (the Authority's preferred option);

or

(REDACTED)

5 NOTICES

5.1 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

- (a) For the Authority:
(REDACTED)

- (b) For the Contractor:
(REDACTED)

6 AUTHORITY DATA AND PROTECTION OF PERSONAL DATA

6.1 The Contractor shall have no access to any Personal Data for which the Authority is the Data Controller

7 IMPLEMENTATION PLAN

7.1 The following Outline Implementation Plan is agreed by the Parties

1.	(REDACTED)	(REDACTED)
2.	(REDACTED)	(REDACTED)
3.	(REDACTED)	(REDACTED)

7.2 The Agreed Delivery Date for the First Purchase order shall be on or before (REDACTED) as detailed in in Schedule G (Specification) to the Terms and Conditions of this Contract.

8 TESTING PROCEDURES

8.1 The test success criteria are that the Goods (REDACTED) meet the requirements as set out in "Operational Evaluation Sheet Acceptance Testing" in accordance with Schedule G (Specification) to the Terms and Conditions of this Contract.

8.2 The Goods delivered will be tested against criteria detailed in "Operational evaluation Sheet Acceptance Testing"

9 SERVICE LEVELS, SERVICE CREDITS AND CRITICAL SERVICE LEVEL FAILURE

9.1 Terms; Service Levels, Service Credits and Critical Service Level Failure used in this Contract Letter have the meanings given in Schedule G (Specification) to the Terms and Conditions of this Contract and will be the mechanism by which the Contractor's performance in provision by it of the Services and operational availability of Goods provided will be monitored.

9.2 Service Credits shall be capped at 25% of the value of the Services detailed in Schedule H (Pricing and Payment) to the Terms and Conditions of this Contract

9.3 In the event of a Critical Service Level Failure, the Authority shall be entitled to Terminate this Contract for material Default.

10 SPECIAL TERMS

10.1 Contractor shall warrant that spare parts for warranty repairs or non-warranty repairs will be available 3 years after the expiry of the Contract. This condition shall survive the termination or expiry of the Contract

10.2 Contractor shall ensure any main components and related support services are supported by the manufacturer(s) for a minimum of 3 years after the expiry of the Contract.

11 SECURITY CLASSIFICATIONS AND CONTROLS

11.1 The Contractor shall only have access to and handle Information Assets that are classified under the Government Security Classifications Scheme as OFFICIAL.

11.2 There may be a specific requirement for the Contractor in some instances on a limited 'need to know basis' to have access to and handle Information Assets that are classified as 'OFFICIAL-SENSITIVE.'

11.3 The Contractor shall apply the minimum security controls required for OFFICIAL information and OFFICIAL-SENSITIVE information as described in Cabinet Office guidance, currently at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251480/Government-Security-Classifications-April-2014.pdf.

11.4 The Contractor shall be able to demonstrate to the Authority and any accreditor that it has taken into account the "Technical Controls Summary" for OFFICIAL (in the above guidance) in designing and implementing the security controls in the Supplier System, which shall be subject to assurance and accreditation to Government standards.

11.5 Additional controls may be required by the Authority and any accreditor where there are aspects of data aggregation.

IN WITNESS of which the Contract is duly executed by the Parties.

SIGNED for and on behalf of the Secretary of State for Justice

Signature: _____

Name (block capitals): _____

Position: _____

Date: _____

SIGNED for and on behalf of the Contractor]

Signature: _____

Name (block capitals): _____

Position: _____

Date: _____