

EBSCO International Inc

6th Floor, Civic Centre, Silver Street, Enfiled, Hertfordshire EN1 3XA

Our Ref: CPD4126017

FAO <REDACTED>

29 September 2023

Dear <REDACTED>,

Award of contract for the supply of EBSCO Online Information Service Subscriptions

Following your proposal dated 27 July 2023 for the EBSCO Online Information Service Subscription Renewals to the Department for Levelling Up, Housing and Communities (DLUHC) we are pleased to award this contract to you.

This letter (Award Letter), Appendix 1, International Data Transfer Agreement (IDTA) and Schedule 7:GDPR Information sets out the terms of the contract between DLUHC as the Customer and EBSCO International Inc as the Supplier for the provision of the services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meaningsas in the terms and conditions of contract set out in Appendix 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter (and Appendix 1/IDTA/Schedule 7) and the Conditions, this Award Letter (and Appendix 1/IDTA/Schedule 7) shall prevail.

1. For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1.1. The services shall be performed at the Customer's premises at DLUHC, Fry Building, 2 Marsham Street, London SW1P 4DF.
- 1.2. The total 2-year contract value shall be £69,314.00 excluding VAT, payable annually.
- 1.3. Data Processing requirements are detailed in the attached International Data Transfer Agreement (IDTA) and Schedule 7: GDPR Information.
- 1.4. The specification of the services to be supplied is as set out in the Supplier's quote and Licence Agreement and detailed below.

| Product Name | Users | Start date | End Date | 2023/24 | 2024/25 |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <redacted></redacted> | <redacted></redacted> | <redacted></redacted> | <redacted></redacted> | <redacted></redacted> | <redacted></redacted> |
| <redacted></redacted> | <redacted></redacted> | <redacted></redacted> | <redacted></redacted> | <redacted></redacted> | <redacted></redacted> |

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- 1.5. The Term shall commence on 01/10/2023 (the "Start Date") and the Expiry Date shall be 30/09/2025, *unless extended or subject to early termination.*
- 1.6. The address for notices of the Parties are:

| Customer | Supplier | | |
|---|---|--|--|
| DLUHC, Fry Building, 2 Marsham Street, London SW1P 4DF. FAO: <redacted> Email: <redacted></redacted></redacted> | EBSCO International Inc 6 th Floor, Civic Centre, Silver Street, Enfield, HERTS EN1 3XA. FAO: <redacted></redacted> | | |
| | Email: <redacted></redacted> | | |

1.7. The following persons are Key Personnel for the purposes of the Agreement:

| Name | Title/Role |
|-----------------------|--------------------------------|
| <redacted></redacted> | Customer Lead/Contract Manager |
| <redacted></redacted> | Supplier |

1.8. The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

2. Payment

All invoices must be sent, quoting a valid purchase order number (PO Number) and detailed description of the services, to: <REDACTED>_Within 10 working days of receipt of your countersigned copy of this letter, the Customer will send you a unique PO Number. You must be in receipt of a valid PO number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, description of services and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be returned, which may lead to a delay in payment.

3. Liaison

For general liaison your contact will continue to be: <REDACTED>.

Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to <REDACTED> within 3 days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the procurement reference number above in any future communications relating to this contract.

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Signed for and on behalf of the Department for Levelling Up, Housing and Communities (DLUHC) ("the Customer") Name: <REDACTED>

Signature: <REDACTED>

Date: 03 October 2023

We accept the terms set out in this letter and its Annexes, including the Conditions.

Signed for and on behalf of EBSCO International Inc ("the Supplier") Name: <REDACTED>

Signature: <REDACTED>

Date: 29th September 2023