CONTRACT

relating to

the provision of Commoditised IT Hardware and Software

COMMODITISED IT HARDWARE AND SOFTWARE FRAMEWORK AGREEMENT

CONTENTS

CONTRACT SCHEDULES

COMMODITISED IT HARDWARE AND SOFTWARE FRAMEWORK AGREEMENT

THIS CONTRACT is made on the   day of   2013

BETWEEN

(1) The Ministry of Justice of 102 Petty France, London, SW1H 9AJ (the "**CUSTOMER**"); and

(2) Insight Direct (UK) Limited, a company registered in England & Wales under company number 2579852 and whose registered office is at The Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU (the "**CONTRACTOR**").

WHEREAS

a) The Lords Commissioners of Her Majesty's Treasury as represented by Buying Solutions being a separate trading fund of Her Majesty's Treasury without separate legal personality (the "**AUTHORITY**") selected service providers, including the CONTRACTOR, to provide IT products.

b) The CONTRACTOR undertook to provide the same on the terms set out in a framework agreement number RM 721 dated 02/03/2010 (the "**Framework Agreement**").

c) The AUTHORITY established a set of framework agreements, including the Framework Agreement, in consultation with and for the benefit of public sector bodies. The AUTHORITY has overall responsibility for management of those framework agreements.

d) The AUTHORITY and the CONTRACTOR agree that public sector bodies within the UK may enter into contracts under the Framework Agreement.

e) The CUSTOMER is granted rights by the AUTHORITY in accordance with the Contracts (Rights of Third Parties) Act 1999 to enter into a contract under the Framework Agreement pursuant to an Order served by the CUSTOMER on the CONTRACTOR.

f) The CUSTOMER served an Order for the IT products on the CONTRACTOR on 4th March 2013.

g) The CONTRACTOR confirmed its agreement to the terms of the Order and its acceptance of the Order and hereby duly executes this Contract.

h) The terms of this Contract replace the terms of any documentation leading to the execution of this Contract.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATIONS

1.1 As used in this Contract:

     1.1.1 the terms and expressions set out in Schedule 2-1 shall have the meanings ascribed therein;

     1.1.2 the masculine includes the feminine and the neuter;

     1.1.3 the singular includes the plural and vice versa;

1.1.4   the Recitals shall form part of and be incorporated into this Contract; and

1.1.5   the words "include", "includes", "including" "for example", "in particular" and words of similar effect are to be construed as if they were immediately followed by the words "without limitation".

1.2   A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

1.3   A reference to any document other than as specified in Clause 1.2 shall be construed as a reference to the document as at the Effective Date.

1.4   Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.

1.5   References to "Clauses" and "Schedules" are, unless otherwise provided, references to the Clauses of and Schedules to this Contract. References to "paragraphs" are, unless otherwise provided, references to paragraphs of the Schedule in which the references are made.

1.6   Terms or expressions contained in this Contract which are capitalised but which do not have an interpretation in Schedule 2-1 shall be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise they shall be interpreted in accordance with the dictionary meaning.

1.7   Without prejudice to Clause 3.2, in the event and to the extent only of any conflict or inconsistency in the provisions of the Clauses of this Contract and the provisions of the Schedules, the following order of precedence shall prevail:

1.7.1   the Clauses, including Annex A thereto;

1.7.2   Schedule 2-1;

1.7.3   the remaining Schedules excluding Schedule 2-16; and

1.7.4   Schedule 2-16.

2. IT PRODUCTS

2.1   This Contract governs the overall relationship of the CONTRACTOR and the CUSTOMER with respect to the provision of the Ordered IT Products. The CUSTOMER has ordered the Ordered IT Products specified in Schedule 2-2 and the CONTRACTOR shall provide those Ordered IT Products:

2.1.1   in accordance with the provisions of this Contract if those Ordered IT Products are to be sold by the CONTRACTOR and purchased by the CUSTOMER; and

2.1.2   in accordance with the provisions of this Contract and any other terms and conditions as are agreed between the CUSTOMER and the CONTRACTOR and any third party (if any) if the Ordered Goods are to be

leased, loaned or hired to the CUSTOMER. Where the CUSTOMER is entering into any other terms and conditions with any such third party, the CUSTOMER shall inform the CONTRACTOR of the terms and conditions of any such third party leasing, loan or hire purchase contract that it shall be expected to comply with and the CONTRACTOR shall ensure that no act or omission by itself, any CONTRACTOR Personnel or its Sub-Contractors in anyway invalidates or affects (including causing or likely to cause the CUSTOMER to breach) such terms and conditions.

2.2 Nothing in this Contract shall create an exclusive relationship between the CONTRACTOR and the CUSTOMER for the provision of any or all IT Products.

2.3 The CONTRACTOR shall provide the Ordered IT Products in accordance with:

2.3.1 any agreed timetable and Implementation Plan; and

2.3.2 the relevant Service Levels at all times throughout the Term of this Contract.

Any failure to meet any Service Levels shall entitle the CUSTOMER to Service Credits calculated in accordance with the provisions of Schedule 2-2.

2.4 In the provision of the Ordered IT Products, should the CONTRACTOR become aware of any breach in its provision or performance of the Ordered IT Products, the CONTRACTOR shall, where such breach is capable of remedy, at its own expense use all reasonable endeavours to remedy the same as soon as is reasonably practicable.

Ordered Goods

2.5 The CONTRACTOR shall not replace any parts or components of the Ordered Goods used for the provision of the Ordered IT Products with parts or components that are of lower quality or which are unsuitable for use in their designed purpose either by a CUSTOMER or a replacement service provider, prior to the expiry or termination (howsoever arising) of this Contract.

2.6 Where there is fault in any Ordered Goods which cannot be repaired, the CONTRACTOR shall ensure and procure that any data (including CUSTOMER Data) residing in any Ordered Goods is removed prior to such Ordered Goods being returned to any manufacturer or other third party for disposal.

2.7 The CONTRACTOR hereby grants the CUSTOMER, its agents and employees an irrevocable licence at any time (but where practicable on reasonable notice and in normal working hours) to enter any CONTRACTOR premises where any Ordered Goods owned by the CUSTOMER are kept to inspect or remove them. The CONTRACTOR shall store such Ordered Goods separately from all other goods of the CONTRACTOR or any third party and in such a way that they remain readily identifiable as the CUSTOMER's property. The CONTRACTOR shall ensure and procure that it obtains equivalent rights of inspection and removal where any Ordered Goods owned by the CUSTOMER are kept at third party (including any Sub-Contractor) premises and that such Ordered Goods are kept separately from all other goods of that third party (including any Sub-Contractor) and in such a way that they remain readily identifiable as the CUSTOMER's property.

2.8 If the CUSTOMER determines in its sole discretion that any of the termination events specified in Clause 10 (including the Termination Events) have occurred or are likely to occur, the CUSTOMER may, either itself or via its agent, enter any premises of the CONTRACTOR or any third party (including any Sub-Contractor) where Ordered Goods owned by the CUSTOMER are kept to remove such Ordered Goods.

Due Diligence

2.9 The CONTRACTOR acknowledges that it has:

2.9.1 made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the CUSTOMER;

2.9.2 raised all relevant due diligence questions with the CUSTOMER before the Effective Date; and

2.9.3 entered into this Contract in reliance on its own due diligence alone.

2.10 The CONTRACTOR acknowledges that it has inspected the Operating Environment and has advised the CUSTOMER of any aspect of the Operating Environment that is not suitable for the provision of the Ordered IT Products and that the specified actions to remedy the unsuitable aspects of the Operating Environment, together with a timetable for and the costs of those actions, have been specified in the relevant parts of this Contract.

2.11 If the CONTRACTOR has either failed to inspect the Operating Environment or failed to notify the CUSTOMER of any required remedial actions in accordance with Clause 2.10 then the CONTRACTOR shall not be entitled to recover any additional costs or charges from the CUSTOMER relating to any unsuitable aspects of the Operating Environment except in respect of any latent structural defect in the CUSTOMER Premises. The onus shall be on the CONTRACTOR to prove to the CUSTOMER that any work to the CUSTOMER Premises is required in respect of a latent structural defect and that the additional costs or charges are reasonable and necessary. The CONTRACTOR shall not incur such additional costs or charges without obtaining the CUSTOMER's prior written consent.

2.12 Any disputes relating to due diligence shall be resolved in accordance with Clause 21.

3. STANDARDS AND REGULATIONS

3.1 The CONTRACTOR shall provide the Ordered IT Products and meet its responsibilities and obligations hereunder in accordance with the Standards and Regulations.

3.2 The CONTRACTOR shall discuss with the CUSTOMER any conflict that the CONTRACTOR reasonably believes that there is or will be between any of the Standards and Regulations or between any of the Standards and Regulations and any other obligation under this Contract, and shall comply with the CUSTOMER's decision on the resolution of that conflict.

4. DELIVERY, ACCEPTANCE AND TITLE AND RISK

4.1 Delivery of Ordered Goods

4.1.1 The CONTRACTOR shall deliver the Ordered Goods and provide the Ordered Goods at the location(s) at the time(s) and date(s) and to the CUSTOMER's delivery requirements as specified in the Order.

4.1.2 The point of delivery of the Ordered Goods shall be when an authorised agent of the CUSTOMER gives written acknowledgement that the Ordered Goods have been removed from the transporting vehicle and deposited at the CUSTOMER's delivery address as specified in the Order. Except where otherwise specified in the Order, delivery shall include the unloading, stacking and/or installation of the Ordered Goods by the CONTRACTOR Personnel, Sub-Contractors, suppliers or carriers at such place as the CUSTOMER or duly authorised person shall reasonably direct, and they shall at all times comply with the reasonable requirements of the CUSTOMER's security procedures.

4.1.3 Access to the CUSTOMER Premises and any labour and equipment that may be provided by the CUSTOMER in connection with delivery of the Ordered Goods shall be provided without acceptance by the CUSTOMER of any liability whatsoever and the CONTRACTOR shall indemnify the CUSTOMER against each and every action, proceeding, liability, cost, claim loss expense (including reasonable legal fees and disbursements on a solicitor and client basis) and demands which the CUSTOMER may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the CONTRACTOR Personnel, Sub-Contractors, suppliers or carriers.

4.1.4 The CUSTOMER shall be under no obligation to accept or pay for any Ordered Goods delivered until the date of delivery specified in the Order.

4.2 Acceptance

4.2.1 The Acceptance Procedures for the Ordered IT Products are set out in Schedule 2-5.

4.3 Title and Risk

4.3.1 The ownership and passing of title and risk from one party to another is specified in Schedule 2-12.

5. CHARGES

5.1 Charges

5.1.1 The Charges for the Ordered IT Products (including any delivery charges) are set out in Schedule 2-3. The CUSTOMER shall not be liable to pay to the CONTRACTOR any monies towards the management charge which is payable by the CONTRACTOR to the AUTHORITY under the Framework Agreement.

5.1.2 In consideration of the CONTRACTOR's provision of the Ordered IT Products as set out in the Order and in accordance with the terms and

conditions of this Contract, the CUSTOMER shall pay the Charges to the CONTRACTOR. To the extent that any Ordered IT Product under this Contract are interdependent on any other Ordered IT Product(s), then (unless agreed otherwise in the Payment Profile) no payment shall be due in respect of any such Ordered IT Product until they are all agreed to be ready for service following passing of the applicable Acceptance Procedures.

5.1.3   The CONTRACTOR shall invoice the CUSTOMER for the Charges in accordance with the provisions of Schedule 2-4. All such invoices shall be payable by the CUSTOMER within twenty eight (28) Days of the date of issue of the invoice.

5.1.4   The Charges are exclusive of Value Added Tax. The CUSTOMER shall pay the Value Added Tax on the Charges at the rate and in the manner prescribed by law from time to time.

5.1.5   The CONTRACTOR shall continuously indemnify the CUSTOMER against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the CUSTOMER at any time in respect of the CONTRACTOR's failure to account for or to pay any Value Added Tax relating to payments made to the CONTRACTOR under this Contract. Any amounts due under this Clause 5.1.5 shall be paid in cleared funds by the CONTRACTOR to the relevant authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the CUSTOMER.

5.1.6   Interest shall be payable on any late payments of the Charges under this Contract in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5.1.7   The CONTRACTOR shall accept payment electronically via BACS.

5.1.8   The CONTRACTOR shall accept the Government Procurement Card as a means of payment for the Ordered IT Products where such card is agreed with the CUSTOMER to be a suitable means of payment. The CONTRACTOR shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the CUSTOMER.

5.1.9   If at any time during the Term the CONTRACTOR reduces its charges for any IT Products offered in a catalogue (including the Catalogue) which is provided under the Framework Agreement in accordance with the terms of the Framework Agreement, the CONTRACTOR shall immediately reduce the Charges for such IT Products (where such IT Products form part of the Ordered IT Products) under this Contract by the same amount.

5.2   Euro

5.2.1   In the event that the United Kingdom joins the Economic and Monetary Union (and provided always that the exchange rate for conversion between Sterling and the Euro has been fixed), the CUSTOMER shall at any time thereafter upon three (3) months notice to the CONTRACTOR, be entitled to require the CONTRACTOR at no additional charge to convert the

Charges from Sterling into Euros (in accordance with EC Regulation number 1103/97). The CONTRACTOR shall the████████mit valid invoices denominated in Euros.

5.3 Charges Variation

5.3.1 The Charges may only be varied in accordance with the provisions of the Charges Variation Procedure.

6. CONTRACT MANAGEMENT AND COOPERATION

6.1 The CONTRACTOR and the CUSTOMER shall comply with their respective contract management obligations set out in Schedule 2-6.

6.2 The CONTRACTOR shall ensure that release of any new Software, the Software and upgrades to Software:

6.2.1 comply with the interface requirements in this Contract;

6.2.2 are notified to the CUSTOMER three (3) months before the release of any new Software or upgrade to Software;

6.2.3 are co-ordinated with the CUSTOMER to ensure it minimises any disruption to the Ordered IT Products, the ICT Environment or the CUSTOMER's operations.

7. ALTERNATIVE CLAUSES AND ADDITIONAL CLAUSES

7.1 The Alternative Clauses and/or Additional Clauses specified in Annex A to the Clauses shall apply.

8. AMENDMENTS TO THIS CONTRACT

8.1 No amendment to the provisions of this Contract, other than a variation of the Charges in accordance with the Charges Variation Procedure or a variation of any Sub-Contractors in accordance with Clause 30.5, shall be effective unless made in accordance with the Contract Change Procedure specified in Schedule 2-7.

9. COMMUNICATIONS

9.1 Except as otherwise expressly provided, no communication from one party to the other shall have any validity under this Contract unless it is signed and made in writing by or on behalf of the party sending such communication.

9.2 Except as otherwise expressly provided, any notice or other communication whatsoever which either the CUSTOMER or the CONTRACTOR is required or authorised by this Contract to give or make to the other shall be given or made by first class post in a prepaid letter, addressed to the other at the address specified in Clause 9.3. If that letter is not returned as being undelivered, that notice or communication shall be deemed, for the purposes of this Contract, to have been given or made two (2) Working Days after dispatch by the sender.

9.3 For the purposes of Clause 9.2 the address of each party shall be:

For the CUSTOMER:

██████████

██████████

102 Petty France, London, SW1H 9AJ

Telephone Numbe ██████████

Email ██████████

For the CONTRACTOR:

██████████

CITHS Framework Manager

The Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU

Telephone Number ██████████

10. TERM AND TERMINATION

10.1   This Contract shall take effect on the 22nd January 2013 and shall expire on completion of the Services (onsite by 31st August 2013 with one years support), unless terminated earlier pursuant to this Clause 10.

10.2   The CUSTOMER may at any time by notice in writing terminate this Contract as from the date of service of such notice, or a later date specified in such notice, if any of Termination Events occur.

10.3   Termination Events

10.3.1 A change of control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, in the CONTRACTOR or its Parent Company where the proposed new owner has:

10.3.1.1   been convicted of a criminal offence relating to the conduct of its business or profession; or

10.3.1.2   committed an act of grave misconduct in the course of its business or profession; or

10.3.1.3   failed to comply with any obligations relating to the payment of any taxes or social security contributions; or

10.3.1.4   made any serious misrepresentations in the tendering process for any project or matter in which the public sector has or had a significant participation; or

10.3.1.5   failed to obtain any necessary licences or membership of any relevant body.

10.3.2   A change of control, as defined in Clause 10.3.1 and there are reasonable grounds for the CUSTOMER to withhold its consent relating to the financial standing of the new owner, any security concerns arising from the new ownership or issues relating to the provision of the Ordered IT Products by the new owner.

10.3.3   Any of the events listed in Clauses 10.3.1.1 to 10.3.1.5 (inclusive) occur in relation to or in respect of the CONTRACTOR itself, or if the CUSTOMER has reasonable grounds to object to the CONTRACTOR arising from security concerns in respect of the CONTRACTOR.

10.3.4   The CONTRACTOR:

    10.3.4.1   being an individual, or where the CONTRACTOR is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport so to do, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986, or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993, or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him on behalf of his creditors, or any similar event occurs under the law of any other jurisdiction; or

    10.3.4.2   being a company, passes a resolution, or the Court makes an order that the CONTRACTOR or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the CONTRACTOR or its Parent Company (or an application for the appointment of an administrator is made or notice to appoint an administrator is given in relation to the CONTRACTOR or its Parent Company), or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the CONTRACTOR or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (except where the claim is made under Section 123(1)(a) and is for an amount of less than ten thousand pounds (£10,000)) or any similar event occurs under the law of any other jurisdiction.

10.3.5   Where the circumstances detailed in Clause 17.19.1, Clause 29.2 or

paragraph 2.7.2 of Schedule 2-5 arise.

10.3.6 Failure to remedy a breach of warranties in accordance with the provisions of Clause 12.2.

10.4 For the purposes of Clause 10.3.1, the following shall be disregarded:

10.4.1 any change in beneficial or legal ownership of any shares that are listed on a stock exchange resulting in the relevant shareholding being less than or equal to five per cent (5%) of the total issued share capital; and

10.4.2 any transfer of shares or of any interest in shares by a person to its Affiliate where such transfer forms part of a bona fide reorganisation or restructuring.

10.5 Without prejudice to the provisions of Clause 10.2 or 10.6, the CUSTOMER may at any time by notice in writing terminate this Contract or any part of the Ordered IT Products forthwith if the CONTRACTOR is in material Default of any obligation under this Contract and:

10.5.1 the material Default is capable of remedy and the CONTRACTOR shall have failed to remedy the material Default within thirty (30) Days of written notice to the CONTRACTOR specifying the material Default and requiring its remedy; or

10.5.2 the material Default is not capable of remedy.

10.6 Without prejudice to the provisions of Clause 10.2 or 10.5, where the CUSTOMER considers that the CONTRACTOR has committed a Persistent Breach in relation to this Contract or any part thereof (including any part of the Ordered IT Products), the CUSTOMER shall be entitled to serve a notice on the CONTRACTOR:

10.6.1 specifying that it is a formal warning notice;

10.6.2 giving reasonable details of the breach; and

10.6.3 stating that such breach is a breach which, if it recurs or continues, may result in a termination of this Contract or that part of the Ordered IT Products affected by such breach.

10.7 If, thirty (30) Days after service of a formal warning notice as described in Clause 10.6, the CONTRACTOR has failed to demonstrate to the satisfaction of the CUSTOMER that the breach specified has not continued or recurred and that the CONTRACTOR has put in place measures to ensure that such breach does not recur, then the CUSTOMER may deem such failure shall be a material Default not capable of remedy for the purposes of Clause 10.5.2.

10.8 The CONTRACTOR shall promptly notify the CUSTOMER in writing on each occasion of the occurrence of any of the events specified in Clause 10.3.1.

10.9 The CUSTOMER shall only be permitted to exercise its rights pursuant to Clause 10.3.1 for six (6) months after service of a notice by the CONTRACTOR pursuant to Clause 10.8 relative to each such change of control and shall not be permitted to exercise such rights where the CUSTOMER has agreed in advance in

writing to the particular change of control and such change of control takes place as proposed.

10.10 The termination (howsoever arising) or expiry of this Contract pursuant to this Clause 10 shall be without prejudice to any rights of either the CUSTOMER or the CONTRACTOR that shall have accrued before the date of such termination or expiry.

10.11 Save as aforesaid, the CONTRACTOR shall not be entitled to any payment from the CUSTOMER after the termination (howsoever arising) or expiry of this Contract.

10.12 The CONTRACTOR shall not be entitled to suspend the supply of the Ordered IT Products where it is in dispute with the CUSTOMER and shall instead follow the procedure set out in Clause 21.

11. CONSEQUENCES OF TERMINATION AND EXPIRY

11.1 Notwithstanding the service of a notice to terminate this Contract or any part thereof, the CONTRACTOR shall continue to provide the Ordered IT Products until the date of expiry or termination (howsoever arising) of this Contract (or any part thereof) or such other date as required under this Clause 11.

11.2 Within ten (10) Working Days of the earlier of the date of expiry or termination (howsoever arising) of this Contract, the CONTRACTOR shall return to the CUSTOMER:

11.2.1 any data (including CUSTOMER Data) and CUSTOMER Confidential Information in the CONTRACTOR's possession, power or control, either in its then current format or in a format nominated by the CUSTOMER (in which event the CUSTOMER will reimburse the CONTRACTOR's pre-agreed and reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the CUSTOMER, save that it may keep one copy of any such data or information for a period of up to twelve (12) months to comply with its obligations under Clause 11.3, or such period as is necessary for such compliance;

11.2.2 all Ordered Goods owned by the CUSTOMER in the CONTRACTOR's or any third party's (including Sub-Contractors) possession and/or or control; and

11.2.3 any sums prepaid in respect of Ordered IT Products not provided by the date of expiry or termination (howsoever arising).

11.3 The CUSTOMER shall for a period of twelve (12) months following expiry or termination (howsoever arising) of this Contract be entitled to require access to data or information arising from the Ordered IT Products from the CONTRACTOR.

11.4 The provisions of:

11.4.1 Clauses 1, 11 to 21 (inclusive), 23, 25, 28, 29 31, 33, 34, 36 to 39 (inclusive);

11.4.2 Schedules 2-1 and 2-9; and

11.4.3 any other Clause or Schedule of this Contract which by its terms is to be performed or observed notwithstanding termination (howsoever arising) or expiry or which is expressed or by implication is to survive termination or expiry),

shall survive the termination (howsoever arising) or expiry of this Contract.

12. WARRANTIES AND REPRESENTATIONS

12.1 The CONTRACTOR warrants and represents that:

12.1.1 it has full capacity and authority and all necessary consents, licences and permissions (statutory, regulatory, contractual or otherwise) (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform this Contract and that this Contract is executed by a duly authorised representative of the CONTRACTOR;

12.1.2 this Contract shall be performed in compliance with all Laws (as amended from time to time) and all applicable standards (including ISO and BS standards (or equivalent));

12.1.3 it shall perform its obligations hereunder (including the provision of the Ordered IT Products) by using appropriately experienced, qualified and trained CONTRACTOR Personnel and Sub-Contractors;

12.1.4 in performing its obligations under this Contract, all Software used by or on behalf of the CONTRACTOR will be currently supported versions of that Software and perform in all material respects in accordance with its specification;

12.1.5 it shall discharge its obligations hereunder (including the provision of the Ordered IT Products) with all due skill, care and diligence including in accordance with Good Industry Practice and its own established internal procedures;

12.1.6 for the duration of the Term, all CONTRACTOR Personnel used to provide the Ordered IT Products will be vetted in accordance with Good Industry Practice, the Security Policy and the Standards and Regulations;

12.1.7 it owns, has obtained or shall obtain valid licences for all Intellectual Property Rights that are necessary for the performance of this Contract and the use of the Ordered IT Products by the CUSTOMER;

12.1.8 it has taken and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the:

12.1.8.1 introduction, creation or propagation of any disruptive element (including any Malicious Software); and

12.1.8.2 unauthorised use of and modification or access to (or into),

the Ordered IT Products, systems, data, software or Confidential

Information (held in electronic form) owned by or under the control of, or used by, the CUSTOMER;

12.1.9 it shall take all measures to avoid any and all data loss and data corruption during the provision of the Ordered IT Products in accordance with Good Industry Practice;

12.1.10 it shall take all measures to avoid the failure or reduced performance (in whole or in part) of the Ordered IT Products;

12.1.11 the Ordered IT Products are and will continue to be during the Term:

    12.1.11.1 of satisfactory quality;

    12.1.11.2 in conformance with the relevant specifications set out in this Contract, the relevant Order and (if applicable) the manufacturer's specifications and documentation;

    12.1.11.3 free from material programming errors and material defects in design, manufacture or materials throughout the applicable warranty period;

    12.1.11.4 where Ordered Goods are supplied by way of sale and purchase they shall be supplied with full title guarantee; and

    12.1.11.5 consistent with any requirements set out or referred to in this Contract relating to quality and security and the CONTRACTOR shall ensure that all aspects of the Ordered IT Products are the subject of quality management systems and risk mitigation measures.

12.1.12 the Ordered IT Products shall not cause any disruption to the public switched telecommunications network to the extent that the Ordered IT Products are delivered thereto or any components thereof are interconnected thereto; and

12.1.13 this Contract is established on the terms and conditions of the Model Contract without amendment thereto save for the necessary information to complete that Model Contract as specified in the Order placed by the CUSTOMER. In the event and to the extent only of any conflicts between this Contract and the Model Contract:

    12.1.13.1 where the conflict is due to the addition of Special Terms, this Contract shall prevail over the Model Contract; otherwise

    12.1.13.2 the Model Contract shall prevail over this Contract.

12.2 The CONTRACTOR acknowledges that any breach of the warranties in Clause 12.1 shall be remedied as a matter of urgency at no cost to the CUSTOMER. Failure to remedy (if capable of remedy) such to comply with Clause 12.1 within five (5) Working Days of notification by the CUSTOMER shall constitute a breach of this Contract entitling the CUSTOMER to terminate in accordance with Clause 10.3.6.

12.3 Except as expressly stated in this Contract, all warranties and conditions, whether express or implied by statute, common law or otherwise (including fitness for purpose) are hereby excluded to the extent permitted by Law.

12.4 The CUSTOMER and the CONTRACTOR each warrants to the other that it has undertaken all requisite corporate and other action to approve the entering into and performance of this Contract.

12.5 The fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination the CUSTOMER may have in respect of breach of that provision by the CONTRACTOR.

13. LIMITATION OF LIABILITY

13.1 Neither the CUSTOMER nor the CONTRACTOR excludes or limits liability to the other for:

    13.1.1 death or personal injury caused as a result of its negligence;

    13.1.2 any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

    13.1.3 fraud or fraudulent misrepresentation; or

    13.1.4 any other liability which cannot be excluded or limited by Law.

13.2 Nothing in this Clause 13 shall be taken as limiting the liability of the CONTRACTOR in respect of Clauses 5.1.5 and 15 to 18 (inclusive).

13.3 In respect of any claims of liability arising out of the wilful default (including wilful Default) of the CONTRACTOR, its Sub-Contractors or the CONTRACTOR Personnel, the CONTRACTOR will have unlimited liability for all reasonably foreseeable loss suffered by the CUSTOMER as a result of such act, omission or event giving rise to the claim.

13.4 Subject always to the provisions of Clauses 13.1, 13.2 and 13.3, the aggregate liability of either the CUSTOMER or the CONTRACTOR to the other for each year of this Contract under or in relation to this Contract:

    13.4.1 for all direct loss of or damage to the tangible property of the other shall in no event exceed five (5) million pounds; and

    13.4.2 in respect of all other claims, losses or damages, whether arising from breach of contract, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equivalent to one hundred and twenty five percent (125%) of the Charges paid or payable to the CONTRACTOR in the year of this Contract, as calculated as at the date of the event giving rise to the claim under consideration (or if such event occurs in the first twelve (12) months of the Term, the amount estimated to be paid in the first twelve (12) months of the Term).

13.5 Subject always to the provisions of Clauses 13.1, 13.2 and 13.3, in no event shall either the CUSTOMER or the CONTRACTOR be liable to the other for:

13.5.1 indirect, incidental, punitive or consequential loss or damage; and/or

13.5.2 loss of profits, business, revenue or goodwill,

and in both cases, even if that party was aware of the possibility of such loss or damage to the other.

13.6 Subject always to the provisions of Clauses 13.1, 13.2 13.3 and 13.4, the provisions of Clause 13.5 shall not be taken as limiting the right of either the CUSTOMER or the CONTRACTOR to claim from the other for:

13.6.1 additional operational and administrative costs and expenses;

13.6.2 any costs or expenses rendered nugatory; and/or

13.6.3 damage due to the loss of data, but only to the extent that such losses relate to the costs of working around any loss of data and the direct costs of recovering or reconstructing such data,

resulting directly from any act or omission of the other party.

13.7 For the purposes of this Clause 13, "year of this Contract" shall mean a period of twelve (12) months commencing on the Effective Date or on any anniversary of that date thereafter.

13.8 The CUSTOMER and the CONTRACTOR expressly agree that should any limitation or provision contained in this Clause 13 be held to be invalid under any Law it shall to that extent be deemed omitted but if either of them thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

14. CUSTOMER DATA

14.1 The CONTRACTOR shall not delete or remove any proprietary notices contained within or relating to the CUSTOMER Data.

14.2 The CONTRACTOR shall not store, copy, disclose, or use the CUSTOMER Data except as necessary for the performance by the CONTRACTOR of its obligations under this Contract or as otherwise expressly authorised in writing by the CUSTOMER.

14.3 To the extent that CUSTOMER Data is held and/or processed by the CONTRACTOR, the CONTRACTOR shall supply that CUSTOMER Data to the CUSTOMER as requested by the CUSTOMER in the format specified in Schedule 2-6.

14.4 The CONTRACTOR shall take responsibility for preserving the integrity of CUSTOMER Data and preventing the corruption or loss of CUSTOMER Data.

14.5 The CONTRACTOR shall perform secure back-ups of all CUSTOMER Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan. The CONTRACTOR shall ensure that such back-ups are available to the CUSTOMER at all times upon request and are delivered to the CUSTOMER at no less than the period specified in Schedule 2-6.

14.6 The CONTRACTOR shall ensure that any system on which the CONTRACTOR holds any CUSTOMER Data, including back-up data, is a secure system that complies with the Security Policy.

14.7 If the CUSTOMER Data is corrupted, lost or sufficiently degraded as a result of the CONTRACTOR's Default so as to be unusable, the CUSTOMER may:

14.7.1 require the CONTRACTOR (at the CONTRACTOR's expense) to restore or procure the restoration of CUSTOMER Data to the extent and in accordance with the requirements specified the BCDR Plan and the CONTRACTOR shall do so as soon as practicable but not later than the period specified in Schedule 2-6; and/or

14.7.2 itself restore or procure the restoration of CUSTOMER Data, and shall be repaid by the CONTRACTOR any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in the BCDR Plan.

14.8 If at any time the CONTRACTOR suspects or has reason to believe that CUSTOMER Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the CONTRACTOR shall notify the CUSTOMER immediately and inform the CUSTOMER of the remedial action the CONTRACTOR proposes to take.

15. PROTECTION OF PERSONAL DATA

15.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the CUSTOMER is the Data Controller and that the CONTRACTOR is the Data Processor.

15.2 The CONTRACTOR shall:

15.2.1 Process the Personal Data only in accordance with instructions from the CUSTOMER (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the CUSTOMER to the CONTRACTOR during the Term);

15.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Ordered IT Products or as is required by Law or any Regulatory Body;

15.2.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

15.2.4 take reasonable steps to ensure the reliability of any CONTRACTOR Personnel who have access to the Personal Data;

15.2.5 obtain prior written consent from the CUSTOMER in order to transfer the Personal Data to any Sub-Contractors or Affiliates for the provision of the

Ordered IT Products;

15.2.6 ensure that all CONTRACTOR Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 15;

15.2.7 ensure that none of the CONTRACTOR Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the CUSTOMER;

15.2.8 notify the CUSTOMER (within five (5) Working Days) if it receives:

    15.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or

    15.2.8.2 a complaint or request relating to the CUSTOMER's obligations under the Data Protection Legislation;

15.2.9 provide the CUSTOMER with full cooperation and assistance in relation to any complaint or request made, including by:

    15.2.9.1 providing the CUSTOMER with full details of the complaint or request;

    15.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the CUSTOMER's instructions;

    15.2.9.3 providing the CUSTOMER with any Personal Data it holds in relation to a Data Subject (within the timescales required by the CUSTOMER); and

    15.2.9.4 providing the CUSTOMER with any information requested by the CUSTOMER;

15.2.10 permit the CUSTOMER (MoJ), subject to reasonable and appropriate confidentiality undertakings, to inspect and audit the CONTRACTOR's data Processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by the CUSTOMER to enable the CUSTOMER to verify and/or procure that the CONTRACTOR is in full compliance with its obligations under this Contract;

15.2.11 provide a written description of the technical and organisational methods employed by the CONTRACTOR for processing Personal Data (within the timescales required by the CUSTOMER); and

15.2.12 not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Effective Date, the CONTRACTOR (or any Sub-Contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:

    15.2.12.1 the CONTRACTOR shall submit an Contract Change Note to the CUSTOMER which shall be dealt with in accordance with

the Contract Change Procedure and Clauses 15.2.12.2 to 15.2.12.4 below;

15.2.12.2 the CONTRACTOR shall set out in its Contract Change Note (and/or impact assessment) details of the following:

(a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;

(b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;

(c) any Sub-Contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and

(d) how the CONTRACTOR will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the CUSTOMER's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;

15.2.12.3 in providing and evaluating the Contract Change Note, the parties shall ensure that they have regard to and comply with then-current CUSTOMER, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and

15.2.12.4 the CONTRACTOR shall comply with such other instructions and shall carry out such other actions as the CUSTOMER may notify in writing, including:

(a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the parties; and

(b) procuring that any Sub-Contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the CUSTOMER on such terms as may be required by the CUSTOMER, which the CONTRACTOR acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).

15.3 The CONTRACTOR shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the CUSTOMER to breach any of its applicable obligations under the Data Protection Legislation.

16. SECURITY REQUIREMENTS AND STAFF VETTING

16.1 The CONTRACTOR shall comply, and shall procure the compliance of the CONTRACTOR Personnel, with the Security Policy and the Security Management Plan and the CONTRACTOR shall ensure that the Security Management Plan produced by the CONTRACTOR fully complies with the Security Policy.

16.2 The CUSTOMER shall notify the CONTRACTOR of any changes or proposed changes to the Security Policy.

16.3 If the CONTRACTOR believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Ordered IT Products it may submit a Contract Change Note. In doing so, the CONTRACTOR must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Contract Change Procedure.

16.4 Until and/or unless a change to the Charges is agreed by the CUSTOMER pursuant to Clause 16.3 the CONTRACTOR shall continue to provide the Ordered IT Products in accordance with its existing obligations.

16.5 The CONTRACTOR shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software in the ICT Environment (or as otherwise agreed by the parties).

16.6 Notwithstanding Clause 16.5, if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of CUSTOMER Data, assist each other to mitigate any losses and to restore the Ordered IT Products to their desired operating efficiency.

16.7 Any cost arising out of the actions of the parties taken in compliance with the provisions of Clause 16.6 shall be borne by the parties as follows:

16.7.1 by the CONTRACTOR where the Malicious Software originates from the CONTRACTOR Software, the Third Party Software supplied by the CONTRACTOR (except where the CUSTOMER has waived the obligation set out in Clause 16.5) or the CUSTOMER Data (whilst the CUSTOMER Data was under the control of the CONTRACTOR) unless the CONTRACTOR can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the CUSTOMER when provided to the CONTRACTOR; and

16.7.2 by the CUSTOMER if the Malicious Software originates from the CUSTOMER Software (in respect of which the CUSTOMER has waived its obligation set out in Clause 16.5) or the CUSTOMER Data (whilst the

CUSTOMER Data was under the control of the CUSTOMER).

16.8 The CONTRACTOR shall comply with the Staff Vetting Procedures in respect of all CONTRACTOR Personnel employed or engaged in the provision of the Ordered IT Products. The CONTRACTOR confirms that all CONTRACTOR Personnel employed or engaged by the CONTRACTOR at the Effective Date were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

16.9 The CONTRACTOR shall provide training on a continuing basis for all CONTRACTOR Personnel employed or engaged in the provision of the Ordered IT Products in compliance with the Security Policy and Security Management Plan.

17. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY

17.1 Save as granted under this Contract, neither the CUSTOMER nor the CONTRACTOR shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights. The CONTRACTOR acknowledges that the CUSTOMER Data is the property of the CUSTOMER and the CUSTOMER hereby reserves all Intellectual Property Rights which may subsist in the CUSTOMER Data.

17.2 The CONTRACTOR shall ensure that no unlicensed software or open source software (other than the Open Source Ordered Software) is interfaced with or embedded within any software which is proprietary to the CUSTOMER or which is developed by or on behalf of the CONTRACTOR under this Contract.

17.3 The CUSTOMER acknowledges that the Open Source Ordered Software is subject to the open source licensing terms set out in Schedule 2-16 and that the Intellectual Property Rights in the Open Source Ordered Software are owned by a variety of third parties. The CONTRACTOR shall not do or allow to be done any act or omission which would cause the licence terms relating to the Open Source Ordered Software to be breached.

17.4 The CONTRACTOR will convey to the CUSTOMER the Open Source Ordered Software and associated documentation (including technical specifications, user manuals, operating manuals, process definitions and procedures) on the applicable open source licence terms set out in Annex B of Schedule 2-16.

17.5 The CONTRACTOR:

17.5.1 hereby grants to the CUSTOMER a licence to use the CONTRACTOR Software on its standard licence terms (set out in Annex A to Schedule 2-16);

17.5.2 shall procure that the owners or the authorised licensors of any Third Party Software hereby grant a licence to the CUSTOMER on the Third Party Software owner's standard licence terms (as set out in Annex B of Schedule 2-16); and

17.5.3 hereby grants to the CUSTOMER a non-exclusive licence to copy the descriptions of the Ordered IT Products, including technical specifications, user manuals, operating manuals, process definitions and procedures, for any purpose that is connected with or otherwise incidental to the exercise of

the rights granted to the CUSTOMER under this Clause 17.5.

17.6 Where any Third Party Software is being licensed to the CUSTOMER:

17.6.1 the CONTRACTOR shall use its reasonable endeavours to ensure that such Third Party Software is sub-licensed to the CUSTOMER by the CONTRACTOR rather than being licensed to the CUSTOMER directly by the Third Party Software owner; and

17.6.2 the CUSTOMER shall not, by virtue of the Third Party Software owner's standard licence terms (or otherwise) be required to pay charges directly to the Third Party Software owner or any other third party. Where Third Party Software licence terms require payment by the CUSTOMER to the Third Party Software owner or any other third party, the CONTRACTOR shall indemnify (and keep indemnified) the CUSTOMER for all such charges and any associated taxes payable.

17.7 Where the CONTRACTOR grants or procures a licence to use Intellectual Property Rights under or in accordance with this Contract, the CONTRACTOR shall:

17.7.1 ensure that such licence is (a) assignable to all permitted assignees under this Contract; (b) sub-licensable to all users envisaged by this Contract (including replacement contractors on the expiry or termination (howsoever arising) of this Contract); (c) fully transferable (as between CUSTOMER equipment and CUSTOMER users, as the case may be); and (d) subject to Clause 17.7.2, without additional charge to the CUSTOMER;

17.7.2 where charges are payable ("**Additional Charges**") for assignment, sub-licensing or transfer of such licence, only be permitted to pass on the Additional Charges to the CUSTOMER where the CONTRACTOR has provided written notification of such Additional Charges to the CUSTOMER prior to such licence being entered into and the CUSTOMER has consented in writing to pay such Additional Charges;

17.7.3 where the CUSTOMER is obliged to pay the Additional Charges and the CUSTOMER did not provide its consent to them in accordance with Clause 17.7.2, indemnify (and keep indemnified) the CUSTOMER for all such charges and associated taxes payable.

17.8 If the CONTRACTOR cannot obtain for the CUSTOMER the rights set out in Clause 17.7.1, the CONTRACTOR shall, prior to such licence being entered into, consult with the CUSTOMER on whether the rights that can be obtained are nevertheless acceptable to the CUSTOMER or whether the CONTRACTOR should seek to use an alternative provider.

17.9 To the extent that the CONTRACTOR creates any materials (in whatever form or media), outside the scope of the open source licensing terms, including training, marketing, promotional or publicity materials, relating to the provision of the Ordered IT Products ("**Materials**") it shall provide copies of all Materials to the CUSTOMER promptly and the CONTRACTOR hereby grants to the CUSTOMER a royalty free, irrevocable, non-exclusive licence for such term as the CUSTOMER shall require to use all and any Intellectual Property Rights in the Materials as it shall reasonably require with the ability to sub-licence the same.

17.10 The CONTRACTOR shall ensure and procure that the availability, provision and use of the Catalogue and Ordered IT Products and the performance of the CONTRACTOR's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.

17.11 The CONTRACTOR shall indemnify the CUSTOMER against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the:

17.11.1 availability, provision or use of the Catalogue and/or Ordered IT Products (or any parts thereof); and

17.11.2 performance of the CONTRACTOR's responsibilities and obligations hereunder.

17.12 The CONTRACTOR shall promptly notify the CUSTOMER if any claim or demand is made or action brought against the CONTRACTOR for infringement or alleged infringement of any Intellectual Property Right that may affect the availability, provision or use of the Catalogue and/or Ordered IT Products (or any parts thereof) and/or the performance of the CONTRACTOR's responsibilities and obligations hereunder.

17.13 The CUSTOMER shall promptly notify the CONTRACTOR if any claim or demand is made or action brought against the CUSTOMER to which Clause 17.11 may apply. The CONTRACTOR shall at its own expense conduct any litigation arising therefrom and all negotiations in connection therewith and the CUSTOMER hereby agrees to grant to the CONTRACTOR exclusive control of any such litigation and such negotiations.

17.14 The CUSTOMER shall at the request of the CONTRACTOR afford to the CONTRACTOR all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the CUSTOMER to which Clause 17.11 may apply or any claim or demand made or action brought against the CONTRACTOR to which Clause 17.12 may apply. The CONTRACTOR shall reimburse the CUSTOMER for all costs and expenses (including legal costs and disbursements on a solicitor and client basis) incurred in so doing.

17.15 Except where required by Law, the CUSTOMER shall not make any admissions that may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right to which Clause 17.11 may apply or any claim or demand made or action brought against the CONTRACTOR to which Clause 17.12 may apply.

17.16 If a claim or demand is made or action brought to which Clause 17.11, 17.12 and/or 17.13 may apply, or in the reasonable opinion of the CONTRACTOR is likely to be made or brought, the CONTRACTOR may at its own expense and within a reasonable time either:

17.16.1 modify any or all of the affected Catalogue and/or Ordered IT Products without reducing the performance and functionality of the same, or substitute alternative goods or goods and services of equivalent

performance and functionality for any or all of the affected Catalogue and/or Ordered IT Products, so as to avoid the infringement or the alleged infringement, provided that:

17.16.1.1 the terms herein shall apply mutatis mutandis to such modified or substituted goods or goods and services;

17.16.1.2 such substitution shall not increase the burden on the CUSTOMER; and

17.16.1.3 such modified or substituted goods or goods and services items shall be acceptable to the CUSTOMER, such acceptance not to be unreasonably withheld; or

17.16.2 procure a licence to use the Catalogue and/or Ordered IT Products on terms that are reasonably acceptable to the CUSTOMER; and

17.16.3 in relation to the performance of the CONTRACTOR's responsibilities and obligations hereunder, promptly re-perform those responsibilities and obligations.

17.17 The provisions of Clauses 17.11 and 17.16 shall not apply insofar as any such claim or demand or action is in respect of any:

17.17.1 use by the CUSTOMER of the Catalogue and/or Ordered IT Products in combination with any item, good or service not supplied or approved by the CONTRACTOR (or its Sub-Contractors) where such use of the Ordered IT Products directly gives rise to the claim, demand or action; or

17.17.2 modification carried out by or on behalf of the CUSTOMER to the Catalogue and/or any Ordered IT Products provided under this Contract if such modification is not authorised by the CONTRACTOR (or its Sub-Contractors) in writing; or

17.17.3 use by the CUSTOMER of the Catalogue and/or Ordered IT Products in a manner not reasonably to be inferred from the specification or requirements of the CUSTOMER.

17.18 In the event that the CONTRACTOR has availed itself of its rights to modify the Catalogue and/or Ordered IT Products or to supply substitute goods or goods and services pursuant to Clause 17.16.1 or to procure a licence under Clause 17.16.2 and such exercise of the said rights has avoided any claim, demand or action for infringement or alleged infringement, then the CONTRACTOR shall have no further liability in respect of the said claim, demand or action.

17.19 In the event that a modification or substitution in accordance with Clause 17.16.1 above is not possible so as to avoid the infringement, or the CONTRACTOR has been unable to procure a licence in accordance with Clause 17.16.2:

17.19.1 the CUSTOMER shall be entitled to terminate this Contract pursuant to Clause 10.3.5; and

17.19.2 the CONTRACTOR shall be liable for the value of the additional costs incurred in implementing and maintaining replacement goods or goods and

services.

17.20 Clauses 17.11 and 17.16 set out the entire financial liability of the CONTRACTOR with regard to the infringement of any Intellectual Property Right by the availability, provision or use of the Catalogue and/or Ordered IT Products (or any parts thereof) and/or the performance of the CONTRACTOR's responsibilities and obligations hereunder. This shall not affect the CONTRACTOR's financial liability for other Defaults or causes of action that may arise hereunder.

17.21 The CUSTOMER warrants that the CONTRACTOR's use of any third party item supplied directly by the CUSTOMER in accordance with any instructions given by the CUSTOMER in connection with the use of such item shall not cause the CONTRACTOR to infringe any third party's Intellectual Property Rights in such item.

18. CONFIDENTIALITY

18.1 Except to the extent set out in this Clause 18 or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

18.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

18.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

18.2 Clause 18.1 shall not apply to the extent that:

18.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 19;

18.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

18.2.3 such information was obtained from a third party without obligation of confidentiality;

18.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

18.2.5 it is independently developed without access to the other party's Confidential Information.

18.3 The CONTRACTOR may only disclose the CUSTOMER Confidential Information to the CONTRACTOR Personnel who are directly involved in the provision of the Ordered IT Products and who need to know the information, and shall ensure that such CONTRACTOR Personnel are aware of and shall comply with these obligations as to confidentiality.

18.4 The CONTRACTOR shall not, and shall procure that the CONTRACTOR Personnel do not, use any of the CUSTOMER Confidential Information received otherwise than for the purposes of this Contract.

18.5 The CONTRACTOR may only disclose the CUSTOMER Confidential Information to the CONTRACTOR Personnel and who need to know the information, and shall ensure that such CONTRACTOR Personnel are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any CONTRACTOR Personnel causes or contributes (or could cause or contribute) to the CONTRACTOR breaching its obligations as to confidentiality under or in connection with this Contract, the CONTRACTOR shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any CONTRACTOR Personnel, the CONTRACTOR shall provide such evidence to the CUSTOMER as the CUSTOMER may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the CONTRACTOR is taking appropriate steps to comply with this Clause 18, including copies of any written communications to and/or from CONTRACTOR Personnel and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with CONTRACTOR Personnel in connection with obligations as to confidentiality.

18.6 At the written request of the CUSTOMER, the CONTRACTOR shall procure that those members of the CONTRACTOR Personnel identified in the CUSTOMER's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.

18.7 Nothing in this Contract shall prevent the CUSTOMER from disclosing the CONTRACTOR Confidential Information:

18.7.1 to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;

18.7.2 to any consultant, contractor or other person engaged by the CUSTOMER or any person conducting an Office of Government Commerce gateway review;

18.7.3 for the purpose of the examination and certification of the CUSTOMER's accounts; or

18.7.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the CUSTOMER has used its resources.

18.8 The CUSTOMER shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or sub-contractor to whom the CONTRACTOR Confidential Information is disclosed pursuant to Clause 18.7 is made aware of the CUSTOMER's obligations of confidentiality.

18.9 Nothing in this Clause 18 shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of

COMMODITISED IT HARDWARE AND SOFTWARE FRAMEWORK AGREEMENT

its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

18.10 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the CUSTOMER and the CONTRACTOR acknowledge that any Confidential Information originating from:

18.10.1 the CUSTOMER, its employees, servants or agents is the property of the CUSTOMER; and

18.10.2 the CONTRACTOR, its servants, agents or the CONTRACTOR Personnel is the property of the CONTRACTOR.

19. FREEDOM OF INFORMATION

19.1 The CONTRACTOR acknowledges that the CUSTOMER is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the CUSTOMER to enable the CUSTOMER to comply with its Information disclosure obligations.

19.2 The CONTRACTOR shall and shall procure that its Sub-Contractors shall:

19.2.1 transfer to the CUSTOMER all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

19.2.2 provide the CUSTOMER with a copy of all Information in its possession or power in the form that the CUSTOMER requires within five (5) Working Days (or such other period as the CUSTOMER may specify) of the CUSTOMER's request; and

19.2.3 provide all necessary assistance as reasonably requested by the CUSTOMER to enable the CUSTOMER to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

19.3 The CUSTOMER shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

19.4 In no event shall the CONTRACTOR respond directly to a Request for Information unless expressly authorised to do so by the CUSTOMER.

19.5 The CONTRACTOR acknowledges that (notwithstanding the provisions of this Clause 19) the CUSTOMER may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the CONTRACTOR or the Ordered IT Products:

19.5.1 in certain circumstances without consulting the CONTRACTOR; or

19.5.2 following consultation with the CONTRACTOR and having taken their views into account,

provided always that where Clause 19.5.1 applies the CUSTOMER shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the CONTRACTOR advanced notice, or failing that, to draw the disclosure to the CONTRACTOR's attention after any such disclosure.

19.6 The CONTRACTOR shall ensure that all Information is retained for disclosure and shall permit the CUSTOMER to inspect such records as requested from time to time.

19.7 The CONTRACTOR acknowledges that the Commercially Sensitive Information listed in Schedule 2-10 is of indicative value only and that the CUSTOMER may be obliged to disclose it in accordance with Clause 19.5.

20. PUBLICITY

20.1 The CONTRACTOR shall not:

20.1.1 make any press announcements or publicise this Contract in any way; or

20.1.2 use the CUSTOMER's name or brand in any promotion or marketing or announcement of Orders,

without the CUSTOMER's prior written consent. The CONTRACTOR shall ensure the observance of the provisions of this Clause 20 by all CONTRACTOR Personnel.

20.2 The CUSTOMER shall be entitled to publicise this Contract in accordance with any legal obligation upon the CUSTOMER, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

20.3 The CONTRACTOR acknowledges to the CUSTOMER that nothing in this Contract either expressly or by implication constitutes an endorsement of any goods or goods and services of the CONTRACTOR (including the Ordered IT Products) and the CONTRACTOR agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

21. DISPUTE RESOLUTION

21.1 Subject to the provisions of Clause 21.2 and save for disputes arising under:

21.1.1 Clause 29 (which shall be dealt with in accordance with Clause 29.4); and

21.1.2 Clause 32.4 (which shall be dealt with in accordance with Clause 32.4),

any dispute arising under, or in connection with this Contract shall be dealt with in accordance with this Clause 21, and neither the CUSTOMER nor the CONTRACTOR shall be entitled to commence or pursue any legal proceedings under the jurisdiction of the Courts in connection with any such dispute, until the procedures set out in this Clause 21 have been exhausted.

21.2 Clause 21.1 shall be without prejudice to the rights of termination stated in

Clause 10 and in addition shall not prevent the CUSTOMER or the CONTRACTOR from applying for injunctive relief in the case of:

21.2.1 breach or threatened breach of confidentiality;

21.2.2 infringement or threatened infringement of its Intellectual Property Rights; or

21.2.3 infringement or threatened infringement of the Intellectual Property Rights of a third party, where such infringement could expose the CUSTOMER or the CONTRACTOR to liability.

21.3 All disputes between the CUSTOMER and the CONTRACTOR arising out of or relating to this Contract shall first be referred by the CUSTOMER's first point of contact, Richard Woodard, or the CONTRACTOR's first point of contact, Roger Talbot, to the other for resolution.

21.4 If any dispute cannot be resolved by the representatives nominated under Clause 21.3 within a maximum of ten (10) Working Days (or such other period as agreed by the parties) after it has been referred under Clause 21.3, that dispute shall then be referred to the MoJ Legal Team and Gemma Erskine, Legal Counsel for resolution.

21.5 If any dispute cannot be resolved by the representatives nominated under Clause 21.4 within a maximum of ten (10) Working Days (or such other period as agreed by the parties) after it has been referred under Clause 21.4, that dispute shall:

21.5.1 first be further referred to mediation in accordance with the provisions of Schedule 2-9; and thereafter

21.5.2 if agreed by the parties, to arbitration in accordance with the provisions of Schedule 2-9; or

21.5.3 if arbitration is not agreed to by either party, to litigation in accordance with the provisions of Schedule 2-9.

22. INSURANCE

22.1 During the Term and for a period of six (6) years following expiry or termination (howsoever arising) of this Contract, the CONTRACTOR shall take out and maintain or procure the maintenance of the minimum insurances set out in Schedule 2-17.

22.2 The CONTRACTOR shall produce to the CUSTOMER's first point of contact, Alan Twomey, within five (5) Working Days of request, brokers letters for all insurance policies referred to in Clause 22.1 or such other evidence as agreed between the CUSTOMER and the CONTRACTOR that will confirm the extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.

22.3 The terms of any insurance or the amount of cover shall not relieve the CONTRACTOR of any liabilities under this Contract. It shall be the responsibility of the CONTRACTOR to ensure that the amount of insurance cover is adequate to

enable it to satisfy all its potential liabilities subject to the limit of liability specified in Clause 13.

23. RECOVERY OF SUMS DUE

23.1 The CUSTOMER shall be permitted to deduct and withhold from any sum due to the CONTRACTOR under this Contract any sum of money due from the CONTRACTOR under:

23.1.1 this Contract;

23.1.2 any other agreement between the CONTRACTOR and the CUSTOMER;

23.1.3 any other agreement between the CONTRACTOR and the AUTHORITY; or

23.1.4 any other agreement between the CONTRACTOR and any other Crown Body,

provided that the terms of such other agreement provide for sums of money due from the CONTRACTOR under that agreement to be recovered by way of a deduction from sums of money due to the CONTRACTOR under this Contract (albeit that this Contract may not be referenced specifically under that agreement).

24. STATUTORY REQUIREMENTS

24.1 The CONTRACTOR shall notify the CUSTOMER of all statutory provisions and approved safety standards applicable to the Ordered IT Products and their provision and shall be responsible for obtaining all licences, consents or permits required for the performance of this Contract.

24.2 The CONTRACTOR shall inform the CUSTOMER if the Ordered IT Products are hazardous to health or safety and of the precautions that should be taken in respect thereto.

24.3 The CONTRACTOR shall, and shall ensure that its Sub-Contractors and the CONTRACTOR Personnel, take all measures necessary to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other Laws relating to health and safety, which may apply to those involved in the performance of this Contract.

25. STATUTORY INVALIDITY

25.1 The CUSTOMER and the CONTRACTOR expressly agree that should any limitation or provision contained in this Contract be held to be invalid under any particular Law, it shall to that extent be deemed to be omitted but, if either the CUSTOMER or the CONTRACTOR thereby becomes liable for loss or damage which would have otherwise been excluded, such liability shall be subject to the other limitations and provisions set out herein.

26. ENVIRONMENTAL REQUIREMENTS

26.1 The CONTRACTOR shall comply in all material respects with all applicable environmental Laws in force from time to time in relation to the Ordered IT

Products. Without prejudice to the generality of the foregoing, the CONTRACTOR shall promptly provide all such information regarding the environmental impact of the Ordered IT Products as may reasonably be requested by the CUSTOMER.

26.2 The CONTRACTOR shall meet all reasonable requests by the CUSTOMER for information evidencing compliance with the provisions of Clause 26.1 by the CONTRACTOR.

27. DISCRIMINATION AND EQUALITY

27.1 The CONTRACTOR shall not, and shall procure that the CONTRACTOR Personnel and Sub-Contractors do not, unlawfully discriminate within the meaning and scope of the provisions of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003, Employment Equality (Age) Regulations 2006 or any statutory modification or re-enactment thereof or any other Law relating to discrimination in employment.

27.2 The CONTRACTOR shall ,and shall procure that the CONTRACTOR Personnel and its Sub-Contractors shall, operate in a manner and co-operate with the CUSTOMER so as to allow the CUSTOMER to comply with its statutory public sector equality duties which means any legislation in relation to the promotion of equality on the grounds of sex, sexual orientation, race, colour, ethnic or national origin, disability, religion or belief or age.

27.3 The CONTRACTOR shall, and shall procure that the CONTRACTOR Personnel and its Sub-Contractors, comply with the CUSTOMER's equality and diversity policy as may be amended from time to time, copies of which will be provided by the CUSTOMER to the CONTRACTOR at the CONTRACTOR's written request.

28. OFFICIAL SECRETS ACTS

28.1 The CONTRACTOR shall take all reasonable steps to ensure that all people employed by the CONTRACTOR and its Sub-Contractors in connection with this Contract are aware of the Official Secrets Acts 1911 to 1989 and where appropriate, with the provisions of the Atomic Energy Act 1946, and that these Acts apply to them during the execution of this Contract and after the expiry or termination (howsoever arising) of this Contract.

29. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

29.1 The CONTRACTOR shall not:

29.1.1 offer or give or agree to give any person working for, acting for or engaged by the CUSTOMER or any other Crown Body any gift or consideration of any kind as (or which could act as) an inducement or reward for any act or failure to act connected to this Contract or any other contract with any other Crown Body including its award to the CONTRACTOR and any of the rights and obligations contained within it; or

29.1.2 enter into this Contract or any other contract with the CUSTOMER, any other Crown Body or any person acting for and on behalf of the

CUSTOMER or any Crown Body in connection with which commission has been paid or agreed to be paid to any person working for or engaged by the CUSTOMER or any other Crown Body by him or on his behalf, or to his knowledge, unless before (as applicable) this Contract or any other contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to (as applicable) the CUSTOMER or any other Crown Body.

29.2 Any breach of Clause 29.1 by the CONTRACTOR or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the CONTRACTOR) or the commission of any offence by the CONTRACTOR or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the CONTRACTOR) under the Prevention of Corruption Acts 1889 to 1916, in relation to this Contract or any other contract with any other Crown Body shall entitle the CUSTOMER to terminate this Contract in accordance with Clause 10.3.5 and recover from the CONTRACTOR the amount of any loss resulting from such termination and/or to recover from the CONTRACTOR the amount or value of any such gift, consideration or commission.

29.3 Any termination under Clause 29.2 shall be without prejudice to any right or remedy which has already accrued, or subsequently accrues, to the CUSTOMER.

29.4 Any dispute, difference or question arising in respect of the interpretation of this Clause 29, the right of the CUSTOMER to terminate this Contract or the amount or value of any such gift, consideration or commission shall be decided by the CUSTOMER, whose decision shall be final and conclusive.

30. TRANSFER AND SUB-CONTRACTING

30.1 This Contract is personal to the CONTRACTOR. Subject to the provisions of Clause 30.2, the CONTRACTOR shall not assign, novate, sub-contract or otherwise dispose of this Contract or any part thereof without the previous consent in writing of the CUSTOMER.

30.2 Notwithstanding the provisions of Clause 30.1, the CONTRACTOR shall be entitled to Sub-Contract its obligations hereunder to the Sub-Contractors listed in Schedule 2-8, however this shall not affect the CONTRACTOR's obligations to the CUSTOMER and any liabilities under this Contract.

30.3 In selecting, appointing and managing Sub-Contractors, the CONTRACTOR shall comply with the procedures specified in Schedule 2-8.

30.4 In the event that the CONTRACTOR, in accordance with the terms of this Contract, enters into a Sub-Contract in connection with this Contract, the CONTRACTOR shall ensure that a term is included in the Sub-Contract which requires the CONTRACTOR to pay all sums due thereunder to the Sub-Contractor within a specified period, not to exceed thirty (30) Days, from the date of receipt of a valid invoice as defined by the terms of the Sub-Contract.

30.5 In the event that the CONTRACTOR wishes to add any new sub-contractor or remove any Sub-Contractor, the CONTRACTOR shall notify the CUSTOMER's CITHS Contract Manager in writing, which for the purposes of this notification may be via email, of such proposed additions to or removals. In the case of

additions to the list of Sub-Contractors, such notification will contain confirmation that the selection and appointment of the Sub-Contractor is in accordance with the provisions of paragraph 3 of Schedule 2-8. In the case of removals to the list of Sub-contractors, such notification will contain information on how the CONTRACTOR proposes to ensure continuity in the provision of the Ordered IT Products. The CONTRACTOR may not use any new sub-contractor or remove any Sub-Contractor until the CUSTOMER has confirmed in writing its agreement to such addition or removal. The Contract Change Procedure shall not apply to the addition of any new sub-contractors or removal of any Sub-Contractors unless stated otherwise by the CUSTOMER.

30.6   The CUSTOMER reserves the right to veto or withdraw the approval of the use of any Sub-Contractor or partner in the provision of the Ordered IT Products. Such right shall not be exercised unreasonably, frivolously or vexatiously.

30.7   In the event that the CUSTOMER exercises its right pursuant to Clause 30.6 the CONTRACTOR shall use all reasonable endeavours to maintain the provision of the Ordered IT Products and the CUSTOMER and the CONTRACTOR shall enter into good faith negotiations to agree the impact of the situation on the provisions of this Contract.

30.8   The use of Sub-Contractors and any subsequent approval of other sub-contractors by the CUSTOMER under this Clause 30 shall not in any way constitute any form of recommendation by the CUSTOMER of the Sub-Contractor, whether implied or otherwise.

30.9   Subject to the provisions of Clause 30.11, the CUSTOMER shall be entitled to:

30.9.1   assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract and any associated third party licences to any other Contracting Authority; or

30.9.2   novate this Agreement and any associated third party licences to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the CUSTOMER. If this transfer increases the burden of the CONTRACTOR's obligations under this Contract the CONTRACTOR shall be entitled to any additional Charges that are reasonable by way of compensation and which can be agreed through the Contract Change Procedure.

30.10   Subject to the provisions of Clause 30.11, any change in the legal status of the CUSTOMER such that it ceases to be a Contracting Authority shall not affect the validity of this Contract. In such circumstances, this Contract shall bind and inure to the benefit of any successor body to the CUSTOMER.

30.11   If this Contract is novated to a body which is not a Contracting Authority pursuant to Clause 30.9.2, or if a successor body which is not a Contracting Authority becomes the CUSTOMER pursuant to Clause 30.10 (in the remainder of this Clause 30 both such bodies are referred to as the "transferee"):

30.11.1 the rights of termination of the CUSTOMER in Clauses 10.3.4, 10.3.5, 10.3.6, 10.5 and 10.6 shall be available, mutatis mutandis, to the CONTRACTOR in the event of the bankruptcy, insolvency, Default or

Persistent Breach of the transferee;

    30.11.2 the transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof with the previous consent in writing of the CONTRACTOR; and

    30.11.3 the following Clauses shall be varied from the date of the novation or the date of the change of status (as appropriate) as set out below as if this Contract had been amended by the CUSTOMER and the CONTRACTOR in accordance with Clause 8:

        30.11.3.1   the reference in Clause 11.4 to Clause 28 shall be deleted;

        30.11.3.2   Clauses 18.7.1 and 28 shall be deleted;

        30.11.3.3   in Clause 18.10, delete "Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information,";

        30.11.3.4   at the end of Clause 23.1.2 insert "or". At the end of Clause 23.1.3, delete "; or" and replace with ",". Delete Clause 23.1.4;

        30.11.3.5   in Clause 29.1.1, the first reference to "or any other Crown Body" shall be deleted and the second and reference to "any other Crown Body" shall be replaced with "the CUSTOMER";

        30.11.3.6   in Clause 29.1.2, the first reference to ", any other Crown Body", the second reference to "or any Crown Body", the third reference to "or any other Crown Body" and the fourth reference to "or any other Crown Body" shall be deleted;

        30.11.3.7   in Clause 29.2, the words "any other Crown Body" shall be replaced with "the CUSTOMER";

        30.11.3.8   Clauses 30.9 and 30.11 shall be deleted; and.

        30.11.3.9   in Schedule 2-1, delete the definition of "Crown Body".

30.12   Unless otherwise stated to the contrary, any reference to the CONTRACTOR in this Contract shall include the Sub-Contractor. Notwithstanding any Sub-Contracting permitted hereunder, the CONTRACTOR shall remain primarily responsible for the acts and omissions of its Sub-Contractors as though they were its own.

30.13   The CUSTOMER shall not be liable for any payment whatsoever to Sub-Contractors, the burden of which shall be solely with the CONTRACTOR.

31. RIGHTS OF THIRD PARTIES

31.1   To the extent that this Contract is expressed to confer rights or benefits on a party who is not a party to this Contract, that party shall by virtue of the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those rights as if it was a party to this Contract. The consent of any person other than the CUSTOMER (or

the CONTRACTOR, as the case may be) is not required to vary or terminate this Contract or alter or extinguish any rights created under this Clause 31.1.

31.2 Except as provided in Clause 31.1, a person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This Clause 31.2 does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.

31.3 This Contract shall not create any rights under the Contraets (Rights of Third Parties) Act 1999 or otherwise for any Sub-Contractors.

32. ACCESS TO CUSTOMER PREMISES

32.1 Any CUSTOMER Premises (including temporary buildings) made available to the CONTRACTOR, it Sub-Contractors and the CONTRACTOR Personnel by the CUSTOMER in connection with this Contract shall be made available free of charge solely for the purpose of performing this Contract. The CONTRACTOR shall have the use of the CUSTOMER Premises as licensee and shall vacate the same upon the expiry or termination (howsoever arising) of this Contract.

32.2 The CUSTOMER shall be responsible for maintaining the internal and external structure of the CUSTOMER Premises and the security of the CUSTOMER Premises in accordance with its security procedures. The CONTRACTOR shall comply with all health and safety and reasonable security requirements of the CUSTOMER while on the CUSTOMER Premises and shall procure that all of its Sub-Contractors and the CONTRACTOR Personnel shall likewise comply with such requirements. The CUSTOMER shall provide the CONTRACTOR with copies of its security procedures upon request and shall afford the CONTRACTOR an opportunity to inspect its physical security arrangements.

32.3 The CONTRACTOR shall notify the CUSTOMER as soon as practicable of any health and safety hazards at the CUSTOMER Premises of which it becomes aware. The CONTRACTOR will draw these hazards to the attention of the CONTRACTOR Personnel and will instruct those persons in connection with any necessary associated safety measures.

32.4 The CUSTOMER may refuse admission to any CUSTOMER Premises and/or direct the CONTRACTOR to end the involvement in the provision of the Ordered IT Products of any of the CONTRACTOR Personnel whom the CUSTOMER believes represents a security risk or does not have the required levels of training and expertise or where the CUSTOMER has other grounds for doing so. The decision of the CUSTOMER shall be final and it shall not be obliged to provide any reasons.

33. SEVERABILITY

33.1 Subject to the provisions of Clause 25, if any provision of this Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been executed with the invalid provision eliminated. In the event of a holding of invalidity, illegality or unenforceability so fundamental as to prevent the accomplishment of the purpose of this Contract, the CUSTOMER and the

CONTRACTOR shall immediately commence good faith negotiations to remedy such invalidity, illegality or unenforceability.

34. FORCE MAJEURE

34.1 For the purposes of this Contract, the expression "**Force Majeure Event**" shall mean any cause affecting the performance by either the CUSTOMER or the CONTRACTOR of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding any industrial dispute relating to the CONTRACTOR, the CONTRACTOR Personnel or any other failure in the CONTRACTOR or the Sub-Contractor's supply chain.

34.2 Subject to the remaining provisions of this Clause 34, either party to this Contract may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.

34.3 Any act, event, omission, happening or non-happening will only be considered a Force Majeure Event if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the Affected Party, its employees, servants or agents (including where the Affected Party is the CONTRACTOR, its Sub-Contractors and the CONTRACTOR Personnel) or the failure of either the CUSTOMER or the CONTRACTOR to perform its obligations under this Contract. The CONTRACTOR cannot claim relief from a Force Majeure Event to the extent that it is required to comply with the BCDR Plan but has failed to do so.

34.4 It is expressly agreed that any failure by the CONTRACTOR to perform or any delay by the CONTRACTOR in performing its obligations under this Contract which results from any failure or delay in the performance of its obligations by any person, firm or company with which the CONTRACTOR shall have entered into any contract, supply arrangement or Sub-Contract or otherwise shall be regarded as a failure or delay due to a Force Majeure Event only in the event that such person, firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or Sub-Contract or otherwise as a result of circumstances of a Force Majeure Event.

34.5 If an Affected Party becomes aware of circumstances of a Force Majeure Event which give rise to or which are likely to give rise to any such failure or delay on its part, it shall notify the other party by the most expeditious method available and shall inform the other party of the likely duration of any failure or delay caused by those circumstances. The notification shall include details of the Force Majeure Event together with evidence of its effect on the obligations of the Affected Party, and any action the Affected Party proposes to take to mitigate its effect.

34.6 In the event of a Force Majeure Event, the CUSTOMER and the CONTRACTOR shall use all reasonable endeavours to continue to perform, or resume performance of, all of their obligations under this Contract.

34.7 Provided always that (as applicable) the CUSTOMER or the CONTRACTOR use reasonable endeavours pursuant to the provisions of Clause 34.6, it shall not, in any

circumstances, be liable to the other for any loss of any kind whatsoever, including any damages or abatement of Charges, whether directly or indirectly caused to, or incurred by, the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to a Force Majeure Event.

34.8 As soon as practicable following the Affected Party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Contract. Where the CONTRACTOR is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

34.9 The Affected Party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification, this Contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

34.10 Subject to paragraph 2.3 of Schedule 2-6, it is hereby expressly declared that the only events that shall afford relief from liability for failure or delay shall be events recognised as Force Majeure Events under this Clause 34.

35. LEGISLATIVE CHANGE

35.1 The CONTRACTOR shall bear the cost of ensuring that the Ordered IT Products comply with all Laws and any amendments thereto, except where any such amendment could not reasonably have been foreseen by the CONTRACTOR at the Effective Date.

35.2 Where such reasonably unforeseeable amendments are necessary, the CUSTOMER and the CONTRACTOR shall use all reasonable endeavours to agree upon reasonable adjustments to the Charges as may be necessary to compensate the CONTRACTOR for such additional costs as are both reasonably and necessarily incurred by the CONTRACTOR in accommodating such amendments.

36. WAIVER AND CUMULATIVE REMEDIES

36.1 The failure of the CONTRACTOR or the CUSTOMER to insist upon strict performance of any provision of this Contract or to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Contract.

36.2 A waiver of any default shall not constitute a waiver of any other default. Any failure to exercise or any delay in exercising a right or remedy by either party shall not constitute a waiver of that right or remedy or of any other rights or remedies.

36.3 No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver communicated by notice, in accordance with the provisions of Clause 9.

36.4 The rights and remedies provided by this Contract are cumulative and, unless a right or remedy of the CUSTOMER is expressed to be an exclusive right or remedy, the exercise of it by the CUSTOMER is without prejudice to the CUSTOMER's other rights and remedies provided at law or in equity or otherwise

under this Contract.

37. LAW AND JURISDICTION

37.1 Subject to the provisions of Clause 21, the CUSTOMER and the CONTRACTOR accept the exclusive jurisdiction of the English Courts and agree that this Contract is to be governed by and construed according to English law.

37.2 This Contract shall be binding upon the CUSTOMER and its successors and assignees and the CONTRACTOR and the CONTRACTOR's successors and permitted assignees.

38. ENTIRE AGREEMENT

38.1 This Contract, together with the documents attached to it, constitutes the entire agreement and understanding between the CUSTOMER and the CONTRACTOR relating to the subject matter hereof and supersedes, cancels and nullifies any previous agreement between the parties to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

38.2 Each of the parties acknowledge and agree that in entering into this Contract and the documents attached to it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Contract. The only remedy available to either party in respect of any such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Contract.

38.3 Nothing in this Clause 38 shall operate to exclude any liability for fraud.

39. FURTHER ASSURANCES

39.1 At its own expense, each party shall and shall use all reasonable endeavours to procure that any necessary third party shall promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Contract.

40. RELATIONSHIP OF THE PARTIES

40.1 Nothing in this Contract is intended to create a partnership, or legal relationship of any kind that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party. Neither party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other party.

41. TRANSPARENCY REQUIREMENTS

41.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The CUSTOMER shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the CONTRACTOR hereby gives his consent for the CUSTOMER to publish the Contract in its entirety, (but with

any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Contract, to the general public.

41.2 The CUSTOMER may consult with the CONTRACTOR to inform its decision regarding any redactions but the CUSTOMER shall have the final decision in its absolute discretion.

41.3 The CONTRACTOR shall assist and cooperate with the CUSTOMER to enable the CUSTOMER to publish this Contract.

For and on behalf of the CUSTOMER (MoJ)	For and on behalf of the CONTRACTOR (Insight UK Limited)
Authorised signatory:	Authorised signatory:
Name:	Name:
Title:	Title:
Date:	Date:

Insight®

RESPONSE TO ITQ
FOR

MOJ

Ref: 4311-2-ICT-ICT-RFQ v3

Prepared By
Insight Direct (UK) LTD The Atrium 1 Harefield Road Uxbridge UB8 1PH
Tel -
Fax -
Email

TABLE OF CONTENTS

Freedom of Information Act Notice

The pricing sections of this document should be regarded as commercially sensitive information and should be retained in confidence by the intended recipient and its authorised advisers

Insight

BEST VALUE PARTNERED WITH INSIGHT

Insight Introduction

Insight is one of the world's leading single source providers of IT products, services and solutions, producing combined annual revenue in excess of $4.8 billion.

Spanning the entire IT lifecycle, with more than 80,000 name-brand hardware, software and peripherals, along with a full line of services tailored to support the changing and unique needs of technology buyers, Insight employs over 700 people in offices in London, Sheffield and Manchester and had a UK turnover in excess of £420 million.

Testament to our commitment of client satisfaction, an efficient structure and corporate responsibility, Insight has achieved UK-wide ISO9001, ISO14001 and Investor in People accreditations ensuring best practice in all areas of Insight's business activities.

Quality of service

ISO 27001: 2005

Insight is pleased to confirm that after a rigorous audit and evaluation it has been accredited to ISO 27001:2005, which specifies the requirements for establishing, implementing, operating, monitoring, reviewing, maintaining and improving a documented Information Security Management System within the context of an organisation's overall business risks. It specifies requirements for the implementation of security controls.

ISO 27001:2005 is designed to ensure the selection of adequate and proportionate security controls that protect information assets and give confidence to interested parties.

ISO 9001: 2008

The Quality of service provided by Insight to its customers is controlled by the rigorous application of ISO 9001 to all sales, support and logistics processes. However these processes are themselves operated by individual people for implementation and thus needs assurance that these individuals be they in Sales, support or any other function are trained and that training is monitored and maintained. As an accredited 'Investor in People' Insight strives to ensure that its personnel are trained and kept up-to-date to ensure that our customers receive the highest levels of support and advice.

Insight is an organisation fully committed to the process of training, developing and educating employees. We strive to ensure learning opportunities that will enable employees to acquire the skills and competencies that are needed by their position and for their own personal development are available. Equality of access to training and Insight's commitment to continuous learning are seen as fundamental principles of the policy.

Insight's strong focus on people development, controlled by our People and Development Department, ensure that employees receive continuous encouragement to achieve career goals. This is codified within our training mission statement.

"Through leveraging our people & technology, we aim to facilitate organisational learning and create training & development opportunities that empower our employees to be successful"

In order to achieve the continued excellence and evolution in the development of our employees Insight undertakes to:

- Identify staff training and development needs in the light of, for example, statutory requirements, necessary standards of competence, innovation, and personal aspirations
- Produce annual training and development plans to ensure that these priorities are addressed

- Provide appropriate and high-quality induction, training and development programmes for all staff groups, which may be delivered within departments or externally
- Continued evolution, development and promotion of the 'Insight University' brand and functionality as a cornerstone to our policy commitment
- Ensure that all staff are informed of these
- Monitor and evaluate the effectiveness of induction, training and development programmes with a view to continued improvement
- Record and maintain records of the training received by each member of staff

Environment and Sustainability

In pursuit of its mission to provide best in class, single source IT provision, information, product and services, Insight Direct (UK) Ltd recognises that its operations have an effect on local, regional and global environments. To address the adverse environmental impact of its operations, Insight employs an environmental management system. This policy has been issued as part of our ISO14001 accreditation and highlights Insight's work towards continual improvement of its environmental performance. Through this Environmental Management System, Insight identifies its significant impact and sets clear objectives against which Insight monitors and manages environmental performance and legislative compliance.

Currently, 26,600 products available on Insight's online catalogues have sustainability ratings.

This content provides full environmental information published from the major standards bodies, including EPEAT, Energy Star, Blue Angel and TCO, and forms the basis of the information feed into Government Procurement Service's online catalogue.

Insight works with manufacturers to identify products that are compliant with Green Ticks standards.

Offer

fordway

Item	Product	Description	Unit Price	Qty.	Total	Notes
Hardware and Equipment						
1	Dell Discs for Compellent SAN	Compellent SC200 Enclosure, SC200, 2TB NL SAS 6Gb, 7.2k, 3.5HDD, C13-C14 PDU style, 12 AMP, 2m Power Cord, 6Gb Mini SAS Cable, 3yr Part Warranty, 90 Day Software Support	████409.98	1	████409.98	
		The above price includes Professioanl Services x 2 days, however, if the work is required over a weekend and out of hours, there will be additional charge of £800	████0	1	████0	

Sub Total:	£17,209.98
Grand Total:	£17,209.98

The response to this requirement is made by Insight Direct (UK) Ltd as Prime contractor operating Lot 1,2 and 3 under the CITHS contract, supplier number C001029 under contract number RM721, with Fordway as a subcontractor with the necessary experience to offer, implement and support the proposal. Fordway has been registered by Insight with buying Solutions as a subcontractor. As part of this subcontractor process Fordway has a signed contract with Insight confirming understanding and compliance to the Ciths terms and conditions of contract.

Insight