

IT1 - PRECEDENT AGREEMENT AMENDING SOFTWARE LICENCE AGREEMENT AND SOFTWARE SUPPORT AGREEMENT

SECTION A

This agreement is dated [] 2015

Parties:

- (1) UK Shared Business Services Ltd (UK SBS) (formerly RCUK Shared Services Centres Ltd) incorporated and registered in England and Wales with company number 6330639 whose registered office is at North Star House, North Star Avenue, Swindon, Wiltshire, SN2 1FF (**UK SBS**).
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Supplier**).

Recitals:

- (A) The Parties entered into the Software Licence Agreement and the Software Support Agreement on the date of this Amending Agreement set out above.
- (b) The Parties have agreed to amend the terms of the Software Licence Agreement and the Software Support Agreement in accordance with the provisions of this Amending Agreement.

Agreed terms:

A1 Interpretation

- A1-1 The definitions and rules of interpretation in this clause apply in this Amending Agreement (unless the context requires otherwise).

Associated Bodies: the person(s) or firm(s) specified in the list entitled "Associated Bodies" which is published on UK SBS's website (at www.ssc.rcuk.ac.uk), as updated from time to time.

Authorised Entities: the person(s) or firm(s) specified in the list entitled "Authorised Entities" which is published on UK SBS's website (at www.ssc.rcuk.ac.uk), as updated from time to time.

Supplier's Associate: any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees, agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides services for or on behalf of the Supplier.

UK SBS: UK SBS and the Research Councils.

Research Councils: the Arts and Humanities Research Council, the Biotechnology and Biological Sciences Research Council, the Engineering and Physical Sciences Research Council, the Economic and Social Research Council, the Medical Research Council, the Natural Environment Research Council, the Science and Technology Facilities Council and any replacement or successor organisations to any of those bodies from time to time.

Software Licence Agreement: the software licence agreement attached at Schedule 1.

Software Support Agreement: the software support agreement attached at Schedule 1.

A1-2 **Construction.** In this Amending Agreement, unless the context requires otherwise, the following rules apply:

A1-1-1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A1-1-2 A reference to a party includes its personal representatives, successors or permitted assigns.

A1-1-3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

A1-1-4 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

A1-1-5 The headings in these Clauses are for ease of reference only and do not affect the interpretation or construction of this Amending Agreement.

A1-1-6 A reference to **writing** or **written** includes faxes and e-mails.

SECTION B

B1 Amendments to Software Licence Agreement

NOT USED

B2 Amendments to Software Support Agreement

NOT USED

B3 Continuing Effect

B3-1 Other than as expressly varied by this Amending Agreement the Software Licence Agreement and the Software Support Agreement will continue to be in full force and effect.

SECTION C

C1 General

C1-1 Entire agreement.

C1-1-1 This Amending Agreement together with the Software Licence Agreement and the Software Support Agreement constitute the entire agreement between UK SBS and / or the Supplier in relation to the subject matter of the Software Licence Agreement and the Software Support Agreement.

C1-2 Severance.

C1-2-1 If any court or competent authority finds that any provision of this Amending Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Amending Agreement shall not be affected.

C1-2-2 If any invalid, unenforceable or illegal provision of this Amending Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

C1-3 Force majeure.

C1-3-1 If any event or circumstance that is beyond the reasonable control of the Supplier, and which by its nature could not have been foreseen by the Supplier or, if it could have been foreseen, was unavoidable, (provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract) prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 10 Business Days, UK SBS may terminate this Amending Agreement immediately by giving written notice to the Supplier.

C1-4 Corruption.

C1-4-1 UK SBS shall be entitled to terminate this Amending Agreement immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Associate:

C1-4-1-a offers or agrees to give any person working for or engaged by UK SBS or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement between the Supplier and UK SBS or any Public Body, including its award to the Supplier or a Supplier's Associate and any of the

rights and obligations contained within it;

C1-4-1-b has entered into the Amending Agreement if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by UK SBS or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to UK SBS before the Amending Agreement is entered into;

C1-4-1-c breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or

C1-4-1-d gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

C1-4-2 For the purposes of clause C1-4-1, "loss" shall include, but shall not be limited to:

C1-4-2-a UK SBS's costs in finding a replacement supplier;

C1-4-2-b direct, indirect and consequential losses; and

C1-4-2-c any loss suffered by UK SBS as a result of a delay in its receipt of the Goods.

C1-5 **Third party rights.** A person who is not a party to this Amending Agreement shall not have any rights under or in connection with it, except that any member of the UK SBS, Associated Bodies or Authorised Entities that derives benefit under this Amending Agreement may directly enforce or rely on any terms of this Amending Agreement.

C1-6 **Variation.** Any variation to this Agreement shall only be binding when agreed in writing by or on behalf of UK SBS and the Consultant Company.

C1-7 **Counterparts.** This Agreement may be signed in counterparts, each of which, when signed, shall be an original and both of which together evidence the same agreement.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Software Licence Agreement and the Software Support Agreement

Executed as a deed by UK Shared Business Services Ltd (UK SBS) acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR OR SECRETARY], [a director **OR** its secretary]

.....
[SIGNATURE OF FIRST DIRECTOR]

Director

.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

[Director **OR** Secretary]

Executed as a deed by [CONSULTANT COMPANY] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR OR SECRETARY], [a director **OR** its secretary]

.....
[SIGNATURE OF FIRST DIRECTOR]

Director

.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

[Director **OR** Secretary]

THIS IS THE LAST PAGE OF THESE TERMS & CONDITIONS