The Customer shall be able to reject early deliveries and late deliveries at no cost to the Customer where a timed delivery or out-of-hours delivery has been specified.

4.2.7 The Supplier shall deliver to secure locations as directed by the Customer in the Order Form (or elsewhere in the Call-Off Contract) and in accordance with the Customer's security requirement set out at Schedule B12 (Security) where this is used.

4.3 **Location and Manner of Delivery of the Goods and the Services**

4.3.1 Except where otherwise provided in this Call Off Contract, the Supplier shall supply the Goods to the location(s) specified in the Order Form, and provide the Services to the Customer through the Supplier Personnel at the Sites. The Supplier shall ensure that the Supplier Personnel comply with the Customer's security requirements as set out in Schedule B12 (Security) where used while on Site, including the requirement to undertake formal personnel security clearance procedures. Where Supplier Personnel are required to undertake personnel security clearance procedures to access the Sites the Customer shall notify the Supplier at least ten (10) Working Days in advance of the delivery date.

4.3.2 If requested by the Customer prior to Delivery, the Supplier shall provide the Customer with a sample or samples of Goods for evaluation and Approval, at the Supplier's cost and expense.

4.3.3 The Goods shall be marked, stored, handled and delivered in a proper manner and in accordance the Customer's instructions as set out in the Order Form (or elsewhere in this Call Off Contract), Good Industry Practice, any applicable Standards and any Law. In particular, the Goods shall be marked with the Order number and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.

4.3.4 On dispatch of any consignment of the Goods the Supplier shall send the Customer an advice note specifying the means of transport, the place and date of dispatch, the number of packages, their weight and volume together with the all other relevant documentation and information required to be provided under any Laws.

4.3.5 The Customer may inspect and examine the manner in which the Supplier provides the Services at the Sites and, if the Sites are not the Customer Premises, the Customer may carry out such inspection and examination during normal business hours and on reasonable notice.

4.4 **Risk and Ownership in Relation to the Goods**

4.4.1 Without prejudice to any other rights or remedies of the Customer howsoever arising:

4.4.1.1 risk in the Goods shall pass to the Customer at the time of Delivery; and

4.4.1.2 subject to Clause 4.4.2 ownership of the Goods shall pass to the Customer on the earlier of Delivery of the Goods or payment by the Customer of the Call Off Contract Charges

4.4.2 Where the Goods are Financed Goods ownership shall pass in accordance with the terms of the Financed Purchase Agreement for such Financed Goods.

4.5 **Undelivered Goods and Services**

4.5.1 In the event that any of the Goods or Services are not Delivered in accordance with Clauses 4.1 to 4.3 or the Goods are Damaged or lost ("**Undelivered Goods**" and "**Undelivered Services**"), the Customer, without prejudice to any other rights and remedies of the Customer howsoever arising, shall be entitled to withhold payment of the applicable Call Off Contract Charges for the Goods or Services that were not so Delivered until such time as the Undelivered Goods and Undelivered Services are Delivered.

4.5.2 The Customer may, at its discretion and without prejudice to any other rights and remedies of the Customer howsoever arising, deem the failure to comply with Clauses 4.1 to 4.3 and meet the relevant Milestone Date (if any) to be a material Default.

4.6 **Warranty**

4.6.1 The Supplier hereby guarantees the Goods for the Warranty Period against faulty materials and workmanship.

4.6.2 If the Customer shall within such Warranty Period give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such Warranty Period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies of the Customer howsoever arising) promptly remedy such faults or defects (whether by repair or replacement as pursuant to the applicable published warranty terms of the manufacturer) free of charge.

4.6.3 The Supplier warrants to the Customer that all components of any Specially Written Software shall:

a) be free from material design and programming errors;

b) perform in all material respects in accordance with the relevant specifications; and

c) not infringe any Intellectual Property Rights.

4.6.4 Where Goods are repaired or replaced under Warranty, the repaired or replaced Goods shall have either the remainder of the original Warranty Period or where offered a full Warranty Period as if supplied as new under the Call Off Contract.

4.6.5 In undertaking any repairs to the Goods, the Supplier shall not replace any parts or components of the Ordered Goods with parts or components that are of lower quality or which are unsuitable for use in their designed purpose either by the Customer or a replacement service provider, prior to the expiry or termination of the Call-Off Contract (howsoever arising).

4.6.6 Where there is fault in any Ordered Goods which cannot be repaired, the Supplier shall ensure and procure that any data residing in any Ordered Goods is removed or destroyed in accordance with HMG Infosec Standard 5 Baseline (at no additional cost to the Customer) prior to such Ordered Goods being returned to any manufacturer or other third party for disposal.

4.6.7 The Customer has the sole option to remove and retain any hard drives or solid state drives prior to the return of Goods to the Supplier at no additional cost to the Customer.

4.6.8 The Supplier confirms that where a Customer has an in-house warranty provider or technical staff who undertake warranty repair work, the Supplier shall work with the in-house warranty provider and/or technical staff to provide any required training to enable the transfer of warranty repair work without cost or loss of service to the customer. Where this reduces the cost to the Supplier of providing the Warranty, the Supplier shall pass such cost savings on to the Customer.

4.7 **Obligation to Remedy of Default in the Supply of the Goods and Services**

4.7.1 Subject to Clauses 14.8.2 and 14.8.3 (IPR Indemnity) and without prejudice to any other rights and remedies of the Customer howsoever arising (including under Clauses 4.5.2 (Undelivered Goods and Services) and 18 (Customer Remedies for Inadequate Performance)), the Supplier shall, where practicable:

a) remedy any breach of its obligations in this Clause 4 within three (3) Working Days of becoming aware of the relevant Default or being notified of the Default by the Customer or within such other time period as may be agreed with the Customer (taking into account the nature of the breach that has occurred); and

b) meet all the costs of, and incidental to, the performance of such remedial work.

4.8 **Continuing Obligation to Provide the Goods and Services**

4.8.1 The Supplier shall continue to perform all of its obligations under this Call Off Contract and shall not suspend the provision of the Goods or the Services, notwithstanding:

a) any withholding or deduction by the Customer of any sum due to the Supplier pursuant to the exercise of a right of the Customer to such withholding or deduction under this Call Off Contract;

b) the existence of an unresolved Dispute; and/or

c) any failure by the Customer to pay any Call Off Contract Charges or sums payable under the Financed Purchase Agreement,

unless the Supplier is entitled to terminate this Call Off Contract under Clause 22.1 (Termination on Customer Cause) for failure by the Customer to pay undisputed Charges.

4.9 **Over Delivered Goods**

4.9.1 The Customer shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity specified in the Order Form (or elsewhere in this Call Off Contract) ("Over-Delivered Goods").

4.9.2 If the Customer elects not to accept such Over-Delivered Goods it may, without prejudice to any other rights and remedies of the Customer howsoever arising, give notice in writing to the Supplier to remove them within five (5) Working Days and to refund to the Customer any expenses incurred by the Customer as a result of such over-delivery (including but not limited to the costs of moving and storing the Over-Delivered Goods).

4.9.3 If the Supplier fails to comply with the Customer's notice under Clause 4.9.2, the Customer may dispose of such Over-Delivered Goods and charge the Supplier for the costs of such disposal. The risk in any Over-Delivered Goods shall remain with the Supplier.

4.10 **Responsibility for Damage to or Loss of the Goods**

4.10.1 Without prejudice to the Supplier's other obligations to provide the Goods in accordance with this Call Off Contract, the Supplier accepts responsibility for all damage to or loss of the Goods if:

4.10.1.1 the same is notified in writing to the Supplier within ten (10) Working Days of receipt and inspection of the Goods by the Customer, the Supplier and Customer shall agree the date of inspection of the Delivered Goods in the Implementation Plan where used;

4.10.1.2 in the event that no date for inspection is specified in the Implementation Plan (or elsewhere in the Call Off Contract), such damage and/or loss is notified in writing to the Supplier within three (3) Working Days of the Delivery of the Goods at the Customer's nominated site; and

4.10.1.3 the Goods have been handled by the Customer in accordance with the Supplier's instructions.

Where the Supplier accepts responsibility under Clause 4.10.1 it shall, at its sole option, replace or repair the Goods (or part thereof) within such time as is reasonable having regard to the circumstances and as agreed with the Customer. Return of the Damaged Goods shall be at the Supplier's cost. For the avoidance of doubt, the Customer shall not approve any Damaged or lost Goods as Delivered, and for the purposes of the Implementation Plan such Goods shall be deemed as Undelivered Goods.

4.11 **Goods Replacement/Substitution**

4.11.1 In the event that the Goods become genuinely unavailable after the Supplier has accepted and/or confirmed the Customer's Order and is contractually bound, the Supplier shall offer the Customer a replacement model or equivalent substitute goods at no additional cost to the Customer. The equivalent substitute goods shall be of an equivalent or higher specification and provide the same or additional functionality than the Goods they replace. It shall be the Customer's sole decision whether to accept the replacement model or equivalent substitute goods. In the event that the Customer rejects the replacement model or equivalent substitute goods, the

Supplier's failure to Deliver in accordance with the Call-Off Contract shall be deemed a material Default entitling the Customer to terminate the Call-Off Contract.

4.12 **Product Lifecycle Information**

4.12.1 The Supplier shall provide product lifecycle information, including product roadmaps, on request of the Customer. Where the Supplier becomes aware that Goods are to become End of Life, the Supplier shall use all reasonable endeavours to give the Customer three (3) Months' notice of this event; in any event, the Supplier shall notify the Customer when Goods are End of Life.

4.13 **Access to Spares**

4.13.1 The Supplier shall have access to a sufficient stock of spare devices that have been specified as business critical on the Order Form to allow the Customer to initiate business-critical swaps of faulty devices, or to address Dead On Arrival/Installation (DOA/DOI) business critical issues, with replacement by the same model and specification of device. Upon notification by the Customer of the requirement for a business-critical swap or DOA/DOI business critical issue, the Supplier shall swap the device with a spare device within twenty-four (24) hours of the Customer reporting the issue. For the avoidance of doubt, the Customer shall not Approve any DOA/DOI devices, and for the purposes of the Implementation Plan such Goods shall be deemed as Undelivered Goods.

4.13.2 The Supplier shall have access to a sufficient stock of spare components to undertake repairs to Goods in accordance with warranty requirements, and in any case to undertake required repairs within a reasonable time period.

4.14 **Test Devices**

4.14.1 The Supplier shall make a stock of Test Devices, for the purpose of testing compatibility with a Customer's IT infrastructure, available to the Customer as required. Test Devices shall be shipped to the Customer's nominated Site on request and at the Supplier's expense. The Customer shall return Test Devices to the Supplier in the same condition as initially provided to them by the Supplier (unless agreed otherwise between the Parties). Risk and ownership for any Test Devices shall remain with the Supplier.

4.15 **Endemic Failures**

4.15.1 The Supplier shall collate information on the failure rate of Goods such that it can trace failure rate by batch, principal reasons for failure, and by Customer affected by Goods failure. This information will help the Supplier to identify situations of Endemic Failures. In the event of Endemic Failure of the Goods supplied, the Supplier shall inform the Customer and the Customer has the right to reject all Goods in the affected batch and require their replacement by the Supplier at no cost to the Customer and without prejudice to the Customer's right of remedies. Endemic Failure also triggers a material Default by the Supplier, entitling the Customer to terminate the Call-Off Contract.

5. STANDARDS AND QUALITY

5.1 The Supplier shall at all times during the Call Off Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.

5.2 The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:

5.2.1 be appropriately experienced, qualified and trained to supply the Goods in accordance with this Call Off Contract;

5.2.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Services; and

5.2.3 obey all lawful instructions and reasonable directions of the Customer (including, if so required by the Customer, the ICT Policy) and provide the Goods to the reasonable satisfaction of the Customer.

5.3 The Supplier shall ensure that the Goods are Delivered in accordance with the Specifications, requirements in the Order Form, the manufacturer's specification (as applicable) and the the Call Off Contract.

5.4 The Supplier shall ensure the Goods are free from defects in design and workmanship and are fit for the purpose.

6. DISRUPTION

6.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under this Call Off Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.

6.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by the Supplier Personnel or others, which affects or might affect the Supplier's ability at any time to perform its obligations under this Call Off Contract.

6.3 In the event of industrial action by the Supplier Personnel, the Supplier shall seek Approval to its proposals for the continuance of the supply of the Goods in accordance with its obligations under this Call Off Contract.

6.4 If the Supplier's proposals referred to in Clause 6.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Customer may terminate this Call Off Contract for material Default.

7. SUPPLIER NOTIFICATION OF CUSTOMER CAUSE

7.1 Without prejudice to any other obligations of the Supplier in this Call Off Contract to notify the Customer in respect of a specific Customer Cause (including the notice requirements under Clause 22.1.1 (Termination on Customer Cause for Failure to Pay)), the Supplier shall:

7.1.1 notify the Customer as soon as reasonably practicable (and in any event within two (2) Working Days of the Supplier becoming aware) that a Customer Cause has occurred or is reasonably likely to occur, giving details of:

a) the Customer Cause and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Call Off Contract; and

b) any steps which the Customer can take to eliminate or mitigate the consequences and impact of such Customer Cause; and

c) use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Customer Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

D. CALL OFF CONTRACT GOVERNANCE

8. REPRESENTATIVES

8.1 Each Party shall have a representative for the duration of this Call Off Contract who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Call Off Contract.

8.2 The initial Supplier Representative and Customer Representative shall be the persons named as such in the Order Form. Either Party may revoke or amend the authority of or replace their respective representative by written notice to the other Party. Any changes to the Supplier Representative shall be agreed in accordance with Clause **Error! Reference source not found.** (Key Personnel) where used.

9. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

9.1 The Supplier shall keep and maintain for seven (7) years after the Call Off Expiry Date (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Call Off Contract including the Goods provided under it, any Sub-Contracts and the amounts paid by the Customer.

9.2 The Supplier shall:

9.2.1 keep the records and accounts referred to in Clause 9.1 in accordance with Good Industry Practice and Law; and

9.2.2 afford any Auditor access to the records and accounts referred to in Clause 9.1 at the Supplier's premises and/or provide copies of such records and accounts (including copies of the Supplier's published accounts), as may be required by any of the Auditors from time to time during the Call Off Contract Period and the period specified in Clause 9.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Call Off Contract Agreement including for the following purposes:

a) to verify the accuracy of the Call Off Contract Charges and any other amounts payable by the Customer under this Call Off Contract including any sums payable under the Financed Purchase Agreement;

b) to verify the costs of the Supplier (including the costs of all Sub-Contractors) in connection with the provision of the Goods;

c) to verify the Open Book Data;

d) to verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;

e) to identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Customer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

f) to identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Framework Guarantor and/or the Call Off Guarantor and/or any Sub-Contractors or their ability to supply the Goods;

g) to obtain such information as is necessary to fulfil the Customer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;

h) to review any books of account and the internal contract management accounts kept by the Supplier in connection with this Call Off Contract;

i) to carry out the Customer's internal and statutory audits and to prepare, examine and/or certify the Customer's annual and interim reports and accounts;

j) to enable the National Audit Office to carry out an 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;

k) to verify the accuracy and completeness of any information delivered or required by this Call Off Contract;

l) to review the Supplier's compliance with the Standards;

m) to review the integrity, confidentiality and security of the Customer Data.

9.3 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Goods save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Customer.

9.4 The Supplier shall on demand provide the Auditor(s) with all co-operation and assistance in:

9.4.1 all information requested by the Customer within the scope of the audit;

9.4.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Goods; and

9.4.3 access to the Supplier Personnel.

9.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 9, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

10. CHANGE

10.1 Variation Procedure

10.1.1 Except as otherwise permitted by this Call Off Contract, no change to the terms of this Call Off Contract shall be effective unless it is in writing and signed by or on behalf of both Parties.

10.2 Legislative Change

10.2.1 The Supplier shall neither be relieved of its obligations under this Call Off Contract nor be entitled to an increase in the Call Off Contract Charges as the result of a:

a) General Change in Law;

b) Specific Change in Law where the effect of that Specific Change in Law on the supply of the Goods is reasonably foreseeable at the Call Off Commencement Date.

10.2.2 If a Specific Change in Law occurs or will occur during the Call Off Contract Period (other than as referred to in Clause 10.2.1b)), the Supplier shall:

a) notify the Customer as soon as reasonably practicable of the likely effects of that change including:

(i) whether any Variation is required to the provision of the Goods, the Call Off Contract Charges or this Call Off Contract; and

(ii) whether any relief from compliance with the Supplier's obligations is required, including any obligation to Achieve a Milestone, if any; and

b) provide to the Customer with evidence:

(i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;

(ii) as to how the Specific Change in Law has affected the cost of providing the Goods; and

(iii) demonstrating that any expenditure that has been avoided, has been taken into account in amending the Call Off Contract Charges.

10.2.3 Any change in the Call Off Contract Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 10.2.1b)) shall be implemented in accordance with the Variation Procedure.

E. PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

11. CALL OFF CONTRACT CHARGES AND PAYMENT

11.1 **Call Off Contract Charges**

11.1.1 In consideration of the Supplier carrying out its obligations under this Call Off Contract, including the provision of the Goods, the Customer shall pay the undisputed Call Off Contract Charges in accordance with the pricing and payment profile and the invoicing procedure in the Order Form, and where used, with Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing) and any sums due under any Financed Purchase Agreement in accordance with the terms of that agreement.

11.1.2 Except as otherwise provided, each Party shall each bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 9 (Records, Audit Access and Open Book Data), 15.6 (Freedom of Information), 15.7 (Protection of Personal Data).

11.1.3 If the Customer fails to pay any undisputed Charges properly invoiced under this Call Off Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

11.1.4 If at any time during this Call Off Contract Period the Supplier reduces its Framework Prices for any Goods which are provided under the Framework Agreement (whether or not such Goods are offered in a catalogue, if any, which is provided under the Framework Agreement) in accordance with the terms of the Framework Agreement, the Supplier shall immediately reduce the Call Off Contract Charges for such Goods under this Call Off Contract by the same amount.

11.2 **VAT**

11.2.1 The Call Off Contract Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a Valid Invoice.

11.2.2 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Customer at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Call Off Contract. Any amounts due under this Clause 11.2.2 shall be paid in cleared funds by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

11.3 **Retention and Set off**

11.3.1 The Customer may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Call Off

Contract or under any other agreement between the Supplier and the Customer.

11.3.2 If the Customer wishes to exercise its right pursuant to Clause 11.3.1 it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Customer's reasons for retaining or setting off the relevant Call Off Contract Charges.

11.3.3 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.

11.4 **Euro**

11.4.1 Any requirement of Law to account for the Goods in Euro, (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Supplier free of charge to the Customer.

11.4.2 The Customer shall provide all reasonable assistance to facilitate compliance with Clause 11.4.1 by the Supplier.

11.5 **Income Tax and National Insurance Contributions**

11.5.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Call Off Contract, the Supplier shall:

a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and

b) indemnify the Customer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Goods by the Supplier or any Supplier Personnel.

12. PROMOTING TAX COMPLIANCE

12.1 If, at any point during the Call Off Contract Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

12.1.1 notify the Customer in writing of such fact within five (5) Working Days of its occurrence; and

12.1.2 promptly provide to the Customer:

a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

b) such other information in relation to the Occasion of Tax Non-Compliance as the Customer may reasonably require.

F. SUPPLY CHAIN MATTERS

13. SUPPLY CHAIN RIGHTS AND PROTECTION

13.1 **Appointment of Key Sub-Contractors**

13.1.1 The Key Sub-Contractors shall be as listed in Framework Schedule 7 (Key Sub-Contractors).

13.2 **Retention of Legal Obligations**

13.2.1 Notwithstanding the Supplier's right to sub-contract pursuant to Clause 20 of the Framework Agreement (Supply Chain Rights and Protection), the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

13.2.2 An obligation herein on the Supplier to do, or refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that the Supplier Personnel also do, or refrain from doing, such act or thing.

13.3 **Supplier Personnel**

13.3.1 The Supplier shall ensure that all Supplier Personnel:

a) are appropriately qualified, trained and experienced to provide the Goods and/or Services with all reasonable skill, care and diligence;

b) are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and the Standards; and

c) comply with all reasonable requirements of the Customer concerning conduct at the Customer Premises, including the security requirements set out in Call Off Schedule B12 (Security Management) where this is used;

13.3.2 The Supplier shall be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Call Off Contract shall be a Default by the Supplier.

G. INTELLECTUAL PROPERTY AND INFORMATION

14. INTELLECTUAL PROPERTY RIGHTS

14.1 **Allocation of title to IPR**

14.1.1 Save as expressly granted elsewhere under this Call Off Contract:

a) the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:

(i) in the Supplier Software;

(ii) the Supplier Background IPR;

(iii) in the Third Party Software;

(iv) the Third Party IPR;

(v) in the Specially Written Software; and

(vi) the Project Specific IPR.

b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors, including:

(i) in the Customer Software;

(ii) the Customer Background IPR; and

(iii) in the Customer Data.

14.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 14.1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

14.1.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

14.2 **Licences granted by the Supplier: Specially Written Software and Project Specific IPR**

14.2.1 The Supplier hereby grants to the Customer, or shall procure the direct grant to the Customer of, a perpetual, royalty-free, irrevocable, non-exclusive licence to use:

a) the Documentation, Source Code and the Object Code of the Specially Written Software (including any Supplier Background IPR or Third Party IPR that are embedded in or which are an integral part of the Specially Written Software) which shall include the right to load, execute, interpret, store, transmit, display, copy (for the purposes of loading, execution, interpretation, storage, transmission or display), modify, adapt, enhance, reverse compile, decode and translate such Specially Written Software;

b) all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software (together the "**Software Supporting Materials**"); and

c) the Project Specific IPR including but not limited to the right to copy, adapt, publish and distribute such Project Specific IPR.

14.2.2 The Supplier shall:

a) inform the Customer of all Specially Written Software that constitutes a modification or enhancement to Supplier Software or Third Party Software; and

b) deliver to the Customer the Specially Written Software in both Source Code and Object Code forms together with relevant

Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of the Source Code and of the Software Supporting Materials promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Customer.

14.2.3 The Supplier acknowledges and agrees that the ownership of the media referred to in Clause 14.2.2b) shall vest in the Customer upon their receipt by the Customer.

14.2.4 Those items licensed according to the terms of Clause 14.2.1 are listed in the Order Form or, where this is used, Call Off Schedule 3.

14.3 **Licences granted by the Supplier: Supplier Software and Supplier Background IPR**

14.3.1 The Supplier hereby grants to the Customer a perpetual, royalty-free and non-exclusive licence to use:

a) the Supplier Software for any purpose relating to the Goods (or substantially equivalent services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display); and

b) the Supplier Background IPR for any purpose relating to the Goods (or substantially equivalent services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function.

14.3.2 At any time during the Call Off Contract Period or following the Call Off Expiry Date, the Supplier may terminate a licence granted in respect of the Supplier Software or the Supplier Background IPR under Clause 14.3.1 by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if there is a Customer Cause which constitutes a material breach of the terms of Clauses 14.3.1a) or 14.3.1b) (as the case may be) which, if the breach is capable of remedy, is not remedied within 20 Working Days after the Supplier gives the Customer written notice specifying the breach and requiring its remedy.

14.3.3 In the event the licence of the Supplier Software or the Supplier Background IPR is terminated pursuant to Clause 14.3.2, the Customer shall:

a) immediately cease all use of the Supplier Software or the Supplier Background IPR (as the case may be);

b) at the discretion of the Supplier, return or destroy documents and other tangible materials that contain any of the Supplier Software and/or the Supplier Background IPR, provided that if the Supplier has not made an election within six months of the termination of the licence, the Customer may destroy the documents and other tangible materials that contain any of