

ESMCP TERMS AND CONDITIONS – USER SERVICES

SCHEDULE 33

ESN USER ORGANISATION PURCHASES

CHANGE HISTORY

Version	Date	Description	Document Number
1.0	2023.05.26	Initial draft version	78512352.2
1.2	2023.07.27	Issued for release to bidders with ITPD	
2.0	2024.03.21	Issued for release to bidders at ISFT publication	
3.0	2024.10.08	Issued for release to the Preferred Bidder prior to contract conformance	
4.0	2024.12.06	Issued for release to the Preferred Bidder for contract execution	

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1. DEFINITIONS AND INTERPRETATION

- 1.1. In construing this Schedule 33 (ESN User Organisation Purchases), unless otherwise expressly specified in this Schedule terms defined and used in Schedule 1 (Definitions) will have the same meaning in this Schedule.
- 1.2. In this Schedule 33 (ESN User Organisation Purchases), the following capitalised expressions shall have the meanings set out below:

[illegible]

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2. UO SERVICES

[Guidance note: It is envisaged that orders will generally be placed via the Self-Service Interface with the ability to manage Service Catalogue Standard Items and Service Catalogue Non-Standard Items.]

2.1. The Supplier:

2.1.1.

2.1.2. agrees that each User Organisation Order Contract between the Supplier and the User Organisation forms a separate contract between the relevant User Organisation and the Supplier;

2.1.3. shall not enter more than one User Organisation Order Contract per User Organisation;

2.1.4. acknowledges and agrees that more than one User Organisation may contract under or in the name of the same contracting entity but that each User Organisation Order Contract with each applicable User Organisation forms a separate contract between the relevant User Organisation and the Supplier; and

2.1.5. shall provide UO Services to the relevant User Organisation promptly and in accordance with any agreed timescales in the relevant User Organisation Order Contract.

2.2. The Supplier shall ensure that the process for placing and accepting a User Organisation Order Contract set out in Paragraphs 1.2 to 1.6 of Annex A (Ordering Procedure) to this Schedule are set out in a prominent position on the Self-Service Interface.

2.3. The Parties agree that the Authority is responsible for authorising organisations to be User Organisations. The Supplier shall only accept a User Organisation Order Contract Order or enter into a User Organisation Order Contract with an entity or organisation that is a User Organisation or an entity or organisation that is entering a

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User Organisation Order Contract as a contacting entity for such User Organisation(s). Any such contract that does not meet this criteria shall be deemed void from the outset. The Supplier is responsible for ensuring that an organisation is duly authorised prior to accepting or purporting to accept a User Organisation Order Contract.

2.4. The Authority does not warrant, represent or guarantee:

2.4.1. the number of User Organisations it may authorise;

2.4.2. the number of User Organisations that may award/enter into a User Organisation Order Contract with the Supplier, or

2.4.3. that it will authorise an organisation to be listed as a User Organisation under Annex A to Schedule 2 (Services Description) to this Contract.

2.5.

[REDACTED]
[REDACTED]

2.6. In entering each User Organisation Order Contract with a User Organisation, the Supplier shall not amend any terms of the User Organisation Order Contract from the proforma form set out at Annex B (*User Organisation Order Contract*) to this Schedule unless such change has been agreed in writing by the Authority. The Supplier shall request from the Authority that such written approval provides whether the change sought to be approved is a general change, suitable for any User Organisation Order Contract or as a specific change for the User Organisation concerned.

2.7. The Supplier shall not amend any terms of any User Organisation Order Contracts, once entered with any User Organisations, unless such change has been agreed in writing by the Authority. The Supplier and a User Organisation, as parties to a User Organisation Order Contract, shall be permitted to agree between themselves and amend the quantities of UO Services in accordance with such User Organisation Order Contract.

2.8. Within [REDACTED] of entering a User Organisation Order Contract with a User Organisation the Supplier shall:

2.8.1. confirm to the Authority that the User Organisation Order Contract has been executed; and

2.8.2. provide a copy of the User Organisation Order Contract to the Authority by submitting a copy to the Electronic Document Management System.

2.9. The Supplier shall report to the Authority, within [REDACTED] after the end of each Month (**Month A**), in respect of Month A:

2.9.1. the identity of each User Organisation which has a User Organisation Order Contract in place with the Supplier to purchase UO Services;

2.9.2. the UO Services being used by each User Organisation including details of the

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numbers of subscriptions, units or otherwise and by Charge Number that are being purchased by each User Organisation as at the first and last day of Month A; and

2.9.3. [REDACTED]
[REDACTED]

2.10. The Supplier shall within [REDACTED] of issuing an invoice to a User Organisation, provide a copy of that invoice to the Authority by submitting a copy to the Electronic Document Management System.

2.11. [REDACTED]

3. PRICES FOR UO SERVICES

3.1. The Supplier's prices for the UO Services are:

3.1.1. for Service Catalogue Standard Items those charges as set out in the Charges Schedule (as amended from time to time in accordance with this Contract) where such charges are as set out in an extract to that schedule and displayed on the Self-Service Interface; and

3.1.2. for Service Catalogue Non-Standard Items those charges as formulated using the unit pricing as set out the Charges Schedule / the Service Catalogue (each as amended from time to time in accordance with this Contract) where such charges are as set out in an extract to that schedule and displayed on the Self-Service Interface and agreed by a User Organisation prior to entry of the User Organisation Order Contract.

3.2. The Supplier may only update the prices of the UO Services in accordance with the Charges Schedule and the Change Control Procedure.

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4. NO AWARD OR AMENDMENT

- 4.1. The Supplier agrees that nothing in this Contract shall oblige the Authority and/or a User Organisation to enter into any User Organisation Order Contract.

5. RESPONSIBILITY FOR CHARGES INCURRED BY USER ORGANISATIONS

- 5.1. Save as set out in Paragraph 5.5, where the Supplier provides UO Services to a User Organisation the relevant User Organisation shall be responsible for payment for such UO Services.

- 5.2. The Supplier acknowledges and agrees that where the Supplier provides UO Services to a User Organisation [REDACTED]

- 5.3. Save where expressly agreed by the Authority in writing, the Supplier shall not provide any UO Services to any individual User Organisation unless the Supplier and relevant User Organisation have entered the User Organisation Order Contract whereby the User Organisation becomes responsible for payment for its use of the UO Services.

- 5.4. The Authority shall be entitled to purchase and use the UO Services. In doing so, the provision of such UO Services to the Authority shall be governed by this Contract. The Supplier shall invoice the Authority for such UO Services pursuant to this Contract and the Authority shall not be required to enter the User Organisation Order Contract in respect of such UO Services. The Supplier acknowledges that there may be User Organisations who are required to contract in the name of the Authority, where the Authority shall be entitled to enter a User Organisation Order Contract in respect of that User Organisation. In accordance with Paragraph 2.1, the Supplier agrees that each applicable User Organisation Order Contract forms a separate contract between the Authority (acting as the contracting entity on behalf of the relevant User Organisation) and the Supplier.

- 5.5. [REDACTED]

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5.6. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

6. TERMINATION OF USER ORGANISATION ORDER CONTRACTS BY THE SUPPLIER

- 6.1. Save where expressly agreed in writing by the Authority, the Supplier acknowledges and agrees that the Supplier shall not be entitled to suspend or terminate the provision of its delivery of UO Services to a User Organisation under a User Organisation Order Contract unless such User Organisation is in default of payment of valid and undisputed invoices from the Supplier in accordance with Clause 10.6 of the User Organisation Order Contract. Where a relevant User Organisation is no longer in default of payment of valid and undisputed invoices from the Supplier in accordance with Clause 10.6 of the User Organisation Order Contract the Supplier's right to suspend or terminate the provision of its delivery of UO Services shall no longer exist.
- 6.2. The Supplier acknowledges and agrees that it may be required by the Authority to terminate a User Organisation Order Contract where such a User Organisation Order Contract is in place for an organisation that is no longer to be listed as a User Organisation under Annex A to Schedule 2 (Services Description) or where the Authority directs that such organisation is no longer authorised to be in receipt of UO Services and/or access ESN. In such circumstances, the Supplier shall comply with the request of the Authority on a timescale as directed by the Authority.
- 6.3. Where the Supplier becomes aware that a User Organisation with a User Organisation Order Contract is no longer listed as a User Organisation under Annex A to Schedule 2 (Services Description) the Supplier shall seek direction from the Authority as to whether the User Organisation Order Contract should be terminated before taking any action to terminate such contract.
- 6.4. Further to paragraphs 2.1 and 5.4, the Supplier agrees that each applicable User Organisation Order Contract forms a separate contract between the relevant User Organisation and the Supplier. Accordingly, the Supplier agrees that where it has more than one User Organisation Order Contract that it has entered into with the Authority as the contracting entity for two or more separate User Organisations, and/or where a different contracting entity has entered into two or more separate User Organisation Order Contracts for two or more separate User Organisations, then each applicable User Organisation Order Contract forms a separate contract between the Authority (acting on behalf of the relevant User Organisation) and the Supplier and/or the relevant contracting entity and the Supplier (as applicable).. In such circumstance where the Supplier has a right to suspend or terminate the provision of its delivery of UO Services to a User Organisation under a User Organisation Order Contract where such User Organisation is in default of payment of valid and undisputed invoices from

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the Supplier in accordance with Clause 10.6 of the User Organisation Order Contract, that right shall only arise in the User Organisation Order Contract in question and shall not arise in any other User Organisation Order Contract that the Supplier has entered into with the Authority or the contracting entity in question (as relevant) unless that right has also arisen solely in relation to the User Organisation Order Contract in question.

7. DISPUTES

7.1. At the Authority's sole discretion, if a Dispute arises under any User Organisation Order Contract, the Supplier agrees that:

7.1.1. the Authority may elect to take conduct of the Dispute on behalf of the User Organisation and the provisions of Schedule 23 (Dispute Resolution Procedure) of this Contract shall apply; and

7.1.2. if the Dispute is not resolved in accordance with Paragraph 2 of Schedule 23 (Dispute Resolution Procedure) of this Contract, or at any other time, the Authority may, on written notice to the Supplier, elect to transfer conduct of the Dispute to the relevant User Organisation.

7.2. Where a Dispute arises between the Supplier and any User Organisation under a User Organisation Order Contract (including where any Dispute Notice is served by either party on the other) the Supplier shall notify the Authority with details of the Dispute as soon as reasonably practicable but in any event within [REDACTED]

8. ADDITIONAL OR REDUCED UO SERVICES

8.1. The Supplier acknowledges and agrees that during the term of the relevant contract the Authority acting on its own behalf and any User Organisation which has entered a User Organisation Order Contract with the Supplier:

8.1.1. shall be able to order new or further Service Catalogue Standard Items including a volume increase to Service Catalogue Standard Items that it is already purchasing by way of amending its order requirements via the Self-Service Interface and such additional charges for the additional Service Catalogue Standard Items shall be calculated in accordance with the then current prices displayed in the Service Catalogue for such additional Service Catalogue Standard Items and apply from the date from which the Authority or User Organisation (as applicable) commences receipt of such additional Service Catalogue Standard Items;

8.1.2. shall be able to request new or additional Service Catalogue Non-Standard Items including a volume increase to Service Catalogue Non-Standard Items that it is already purchasing by way of amending its order requirements via the

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Self-Service Interface and such additional charges for the new or additional Service Catalogue Non-Standard Items shall be calculated by reference to the charges that have been accepted by the Authority or User Organisation (as applicable) when ordering the new or additional Service Catalogue Non-Standard Items and apply from the date from which the User Organisation commences receipt of such new or additional Service Catalogue Non-Standard Items;

8.1.3. shall be able to remove or reduce Service Catalogue Standard Items including a volume decrease to Service Catalogue Standard Items that it is already purchasing by way of amending its order requirements via the Self-Service Interface, such changes shall take effect within [REDACTED] (or such other longer time frame as set out in the Service Catalogue or that the Authority or relevant User Organisation requests) and such charges for the removed or reduced items shall stop immediately once the removal or reduction takes effect (such period to be [REDACTED]; and/or

8.1.4. shall be able to remove or reduce Service Catalogue Non-Standard Items including a volume decrease to Service Catalogue Non-Standard Items that it is already purchasing by way of amending its order requirements via the Self-Service Interface, such changes shall take effect [REDACTED] (or such other longer time frame as set out in the Service Catalogue or that the Authority or relevant User Organisation requests) and such charges for the removed or reduced items shall stop immediately once the removal or reduction takes effect (such period to be [REDACTED]

8.2. [REDACTED]
[REDACTED]
[REDACTED]

9. CHANGES TO UO SERVICES

9.1. The Parties agree that changes to the pricing of Service Catalogue Standard Items and Service Catalogue Non-Standard Items (including by way of indexation where applicable) and the specification of UO Services as amended under this Contract shall apply to the UO Services being provided to User Organisations pursuant to User Organisation Order Contracts. Where such charges are changed the extract to the Charges Schedule shall be updated and the Supplier shall display such updating pricing on the Self-Service Interface.

9.2. Where there are any changes to Schedule 2 (Services Description) or Schedule 15 (Charges and Invoicing) that would impact UO Services whether by way of amended pricing or specification, the Supplier shall notify each such affected User Organisation as soon as reasonably practicable but in any event before any new pricing or change in the UO Services starts to apply.

10. [REDACTED]

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10.1. [REDACTED]

10.2. [REDACTED]
[REDACTED]
[REDACTED]

10.3. [REDACTED]
[REDACTED]

[illegible]

10.3.2. [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] [REDACTED]
[REDACTED]

[REDACTED] [REDACTED]
[REDACTED]

[REDACTED] [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

10.3.3. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] [REDACTED]
[REDACTED]

[REDACTED] [REDACTED]
[REDACTED]

[REDACTED] [REDACTED]
[REDACTED]

[REDACTED] [REDACTED]
[REDACTED]

10.4.

Category	Sub-category 1	Sub-category 2	Sub-category 3
10.4.	Bar 1	Bar 2	Bar 3
	Bar 4	Bar 5	Bar 6
	Bar 7	Bar 8	Bar 9

10.4.4. [REDACTED]
[REDACTED]
[REDACTED]

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- [REDACTED]
- [REDACTED]
- [REDACTED]
- 10.5. [REDACTED]
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[REDACTED]

11.2. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Annex A - Ordering Procedure

[Guidance Note: It is envisaged that orders will generally be placed via the Self-Service Interface.]

1.1. Provided that a User Organisation:

- 1.1.1. is authorised by the Authority to order UO Services under this Contract;
- 1.1.2. has been given access to the Self-Service Interface by the Authority;
- 1.1.3. concludes that its requirements can be met by the UO Services that the Supplier is capable of providing;
- 1.1.4. can review the pricing for the UO Services it wishes to purchase (which the Supplier shall ensure are clearly set out in the Self-Service Interface); and
- 1.1.5. accepts that the terms and conditions set out in Annex B (*User Organisation Order Contract*) of this Schedule 33 may not be amended or supplemented other than as permitted by the Authority and otherwise pursuant to this Schedule 33;

then the Supplier shall accept a User Organisation Order Contract from a User Organisation for those UO Services it specifies in an order and selects on the Self-Service Interface and/or in the User Organisation Order Contract and enter into the User Organisation Order Contract with the User Organisation in accordance with the process set out in paragraphs 1.2 to 1.6 below.

1.2. If a User Organisation wishes to place a User Organisation Order Contract, the Supplier agrees that the following process will take place:

- 1.2.1. The User Organisation (or the Authority for itself) will be able to use the Self-Service Interface to look at the Service Catalogue Standard Items and Service Catalogue Non-Standard Items that are available for purchase, being able to make enquiries and service requests through the Self-Service Interface. The Self-Service Interface will be the portal for correspondence and record the progression of design and specific Service Catalogue Non-Standard Items to be made available to a User Organisation. A User Organisation (or the Authority for itself) shall also be able to progress Service Catalogue Non-Standard Items outside of the Self-Service Interface but the Supplier shall only accept orders for Service Catalogue Non-Standard Items placed via the Self-Service Interface.
- 1.2.2. Where Service Catalogue Non-Standard Items are being ordered the details of these will be agreed between a User Organisation (or the Authority) and the Supplier and the details of the final order shall be uploaded by the Supplier as a bespoke Service Catalogue Non-Standard Item such that the relevant User Organisation (or the Authority) can select that item for order on the Self-Service Interface.

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- 1.2.3. The User Organisation will be invited to complete the form of User Organisation Order Contract on the Self-Service Interface by including:
- a. those Service Catalogue Standard Items that it wishes to purchase; and/or
 - b. those Service Catalogue Non-Standard Items that it wishes to purchase having agreed the details (as relevant to the detail of the order) with the Supplier.
- 1.3. The User Organisation shall then be able to confirm its willingness to enter a User Organisation Order Contract with the Supplier to purchase the selected UO Services and
- that shall constitute its offer to purchase those UO Services set out in that order for the prices identified on the Self-Service Interface at the time for the order was placed. Once submitted by the User Organisation the Self-Service Interface shall prompt the Supplier to review the order and then send the User Organisation a paper copy of the User Organisation Order Contract where the User Organisation has indicated that it would like to receive and/or sign a paper copy as set out in paragraph 1.6 below.
- 1.4. The Supplier shall then review the completed User Organisation Order Contract and confirm its acceptance of the User Organisation Order Contract not later than [REDACTED] from the time the User Organisation submitted the User Organisation Order Contract to the Self-Service Interface or by confirming the User Organisation Order Contract to the User Organisation by email.
- 1.5. The relevant User Organisation Order Contract shall be formed at the point the Supplier accepts and confirms the User Organisation Order Contract in accordance with paragraph 1.4 above.
- 1.6. The User Organisation and Supplier may also enter into a legally binding User Organisation Order Contract for the UO Services by exchanging signed hard copies of a User Organisation Order Contract and such contract shall be formed between them at the point both parties have signed the User Organisation Order Contract.

Annex B - User Organisation Order Contract

TEMPLATE User Organisation Order Contract (the “Contract”)

between:

[User Organisation] as **Buyer**

and

[Supplier] as **Supplier**

This Contract is made pursuant to an agreement dated [insert] for the provision of [insert] between the Supplier and the Secretary of State for the Home Department acting as part of the Crown (the “**Home Office**”) (the “**Home Office Contract**”).

In entering this Contract, the Buyer acknowledges that the overarching formation, preparation and ongoing provision of the technology and infrastructure that provides the UO Services is provided by the Supplier to the Home Office under the Home Office Contract. The purpose of this Contract is to put in place a direct contractual relationship between the Buyer and the Supplier for the Buyer to directly purchase, and pay for, UO Services from the Supplier as well as to put in place specific terms between the Buyer and Supplier including, but not limited to, terms relating to software usage, data arrangements, confidentiality, performance management and liability.

The Buyer acknowledges and agrees that it will be required to accept and comply with the Code of Connection in order to access ESN Services.

Forming the Contract

The Buyer and the Supplier agree that:

1. by the Buyer:
 - a. signing the Order; or
 - b. confirming acceptance of the Contract through the Self-Service Interface; or
 - c. equivalent final confirmation step;
2. by the Supplier countersigning the Order or confirming acceptance of the Contract through the Self-Service Interface (or equivalent final confirmation step) not later than [REDACTED] from the time the Buyer submitted the Contract to the Self-Service Interface or by confirming the User Organisation Order Contract to the User Organisation by email; and
3. in consideration for the payment of the prices specified in this Contract by the Buyer to the Supplier in accordance with the Conditions set out on the Self-Service Interface/appended to this Contract

the Buyer and the Supplier contract for the UO Services set out in this Contract incorporating the Conditions set out on the Self-Service Interface/appended to this Order. Such a contract shall be formed between them at the point the Supplier accepts the Order in accordance with paragraph 2 above.

The Buyer and Supplier may also enter a legally binding contract for UO Services

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incorporating the Conditions set out in and appended to this Contract by exchanging signed hard copies of the contract and such contract shall be formed between them at the point both parties have signed this Contract.

Order Form

1. Contract Reference	<i>[Insert Buyer's contract reference number, if any]</i>
2. The Buyer	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>
3. User Organisation for purposes of this Contract	<u><i>[Insert names of User Organisation – if different to the name of the Buyer.]</i></u>
4. The Supplier	<i>[Insert Supplier's name, registered address, and registration number]</i>
5. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of UO Services.</p> <p>The Supplier shall supply the UO Services described below on the terms set out in this Order Form and the Conditions and Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> <p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none">a) This Order Formb) The Conditionsc) The following Annexes in equal order of precedence:<ul style="list-style-type: none">i. Annex 1 (Definitions and Interpretation)ii. Annex 2 (Processing Personal Data)iii. Annex 3 (Order and Charges)iv. Annex 4 (End User License Terms)

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	<p>v. Annex 5 (Buyer Specific Specification for Service Catalogue Non-Standard Items)</p> <p>vi. Annex 6 (Staff Transfer)</p>
6. UO Services	<p>means any and all services set out in this Contract including the goods and services comprising those Service Catalogue Standard Items and Service Catalogue Non-Standard Items specified by the Buyer on the Self-Service Interface when submitting the Order (as amended from time to time by the Buyer in accordance with Clause 3.6).</p> <p>Where this Contract is entered by hard-copy the UO Services shall be any and all services set out in this Contract including those detailed in Annex 3 (Order and Charges) of this Contract (as amended from time to time by the Buyer in accordance with Clause 3.6 and recorded in writing between the parties).</p>
7. Specification	<p>The specification of the UO Services to be provided under this Contract is as set out in Schedule 2 (Services Description) of the Home Office Contract.</p> <p>Where the Buyer orders Service Catalogue Non-Standard Items that are bespoke to the Buyer the specification for such items, in addition to those set out in Schedule 2 (Services Description) of the Home Office Contract shall be as set out in Annex 5 (Buyer Specific Specification for Service Catalogue Non-Standard Items) or as recorded on the Self-Service Interface.</p>
8. Start Date	<i>[Insert Day Month Year]</i>
9. Expiry Date	<p><i>[Insert Day Month Year]</i></p> <p>██</p> <p>██</p> <p>██</p> <p>████████</p>
10. Extension Period	<p>The Buyer may extend the Contract for any period provided the Expiry Date of this Contract is on or before the expiry of the Home Office Contract (as extended in accordance with Clause 10.2 of this Contract). This Contract shall apply throughout any such extended period.</p>
11. ██████████ ██████████ ██████████ ██████████ es	<p>██</p> <p>██</p> <p>██</p>

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<p>12. Charges</p>	<p>The Charges for the UO Services shall be as set out [on the Self-Service Interface]/[in Annex 3 – Order and Charges] where such Charges shall only be amended in accordance with the Home Office Contract.</p> <p>The Buyer confirms that it acknowledges and agrees that the Charges for UO Services may be adjusted from time to time under the Home Office Contract and those amended charges shall apply under this Contract.</p> <p>Where a Service Catalogue Item relates to an Active Connection, that Service Catalogue Item shall not be charged until it has been activated and becomes in use on an Active Connection.</p>
<p>13. Estimated Year 1 Charges (for purposes of Clause 11.4(c)(i))</p>	<p>£[insert], subject to amendment as set out in the definition of Estimated Year 1 Charges</p>
<p>14. Payment</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>15. [REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>16. [REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

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17. Buyer Authorised Representative(s)	For general liaison your contact will continue to be <i>[Insert Contract Manager name and contact details]</i> or, in their absence, <i>[Insert secondary name and contact details]</i> .		
18. Supplier Authorised Representative(s)	For general liaison your contact will continue to be <i>[Insert Contract Manager name and contact details]</i> or, in their absence, <i>[Insert secondary name and contact details]</i> . <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>		
19. Address notices for	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Buyer: <i>[insert name and address of Buyer]</i> Attention: <i>[insert title]</i> Email: <i>[insert email address]</i> </td> <td style="width: 50%; vertical-align: top;"> Supplier: <i>[insert name and address of Supplier]</i> Attention: <i>[insert title]</i> Email: <i>[insert email address]</i> </td> </tr> </table> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>	Buyer: <i>[insert name and address of Buyer]</i> Attention: <i>[insert title]</i> Email: <i>[insert email address]</i>	Supplier: <i>[insert name and address of Supplier]</i> Attention: <i>[insert title]</i> Email: <i>[insert email address]</i>
Buyer: <i>[insert name and address of Buyer]</i> Attention: <i>[insert title]</i> Email: <i>[insert email address]</i>	Supplier: <i>[insert name and address of Supplier]</i> Attention: <i>[insert title]</i> Email: <i>[insert email address]</i>		

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
Name: <i>[Insert name]</i> <i>[Insert job title]</i>	Name: <i>[Insert name]</i> <i>[Insert job title]</i>
Date:	Date:
Signature:	Signature:

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[Guidance note: where appropriate, this Order Form may be signed electronically by both Parties.]

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Conditions

1. How the Contract works

- 1.1 A completed Order Form is an offer by the Buyer to purchase the UO Services subject to and in accordance with the terms and conditions of this Contract.
- 1.2 The Supplier is deemed to have accepted the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier or where the Supplier confirms acceptance of the contract through the Self-Service Interface or otherwise.
- 1.3 As a term of this Contract, the Supplier shall comply with its obligations under and the requirements of the Home Office Contract.
- 1.4 The Supplier warrants and represents to the Buyer that it shall comply with the Home Office Contract and that all statements made and documents submitted as part of the procurement of the UO Services by the Home Office are and remain true and accurate.
- 1.5 The Supplier shall provide the Buyer with those UO Services which the Buyer has selected on the Self-Service Interface or detailed in Annex 3 (Order and Charges) each as updated in accordance with Clause 3.6.
- 1.6 Notwithstanding the provisions of Clause 19 (Confidentiality) of the Home Office Contract as incorporated pursuant to Clause 2 below, the Buyer acknowledges that pursuant to the Home Office Contract the Supplier is required to provide to the Home Office a copy of this Contract and regularly report to the Home Office with full details of the UO Services purchased by the Buyer pursuant to this Contract including, but not limited to, what is ordered, subscription and usage volumes, what is paid, the delivery of such items and any specific configuration requirements of the Buyer. The Buyer also consents to the Supplier disclosing to the Home Office full details and information about any claims or potential claims in respect of damage to property, premises and/or assets of the Buyer that the Supplier must disclose to the Authority in accordance with the Home Office Contract. The Buyer confirms that the Supplier is permitted to share the information referred to in this Clause 1.6 with the Home Office.

2. Home Office Contract

- 2.1 Where, in the following clauses and schedules in the Home Office Contract, a right, benefit, obligation or warranty is conveyed by the Supplier towards the Home Office, such provision shall also be interpreted as conveying a right, benefit, obligation or warranty from the Supplier to the Buyer under this Contract. The Supplier shall comply with such clauses and schedules in respect of the Buyer as the context requires as applied to the UO Services under this Contract:

<i>Clauses / Schedules</i>	<i>Clause Heading</i>
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Clauses 2.1, 2.2 and 2.4	Due Diligence
Clauses 3.2, 3.3, 3.4, 3.7 and 3.8	Warranties
Clause 5.1 to 5.13	Services
Clause 9	Equipment and Maintenance
Clause 12.1(a) and 12.2(b)	<p>Records, Reports, Audits & Open Book Data</p> <p>The Supplier shall comply with clause 12.1(a) only insofar as such records and reports relate directly to the Buyer.</p> <p>The Supplier shall comply with clause 12.2(b) only insofar as it relates to the Buyer.</p>
Clause 14.1, 14.2, 14.7, 14.8 and 14.9.	<p>Supplier Personnel</p> <p>The references to Schedule 28 (Staff Transfer) in Clause 14 shall be a reference to Annex 6 (Staff Transfer) of this Contract.</p>
Clause 15.1 – 15.9, 15.14, 15.16(a), 15.17(a), 15.23, 15.26, 15.27, 15.30-15.32	<p>Supply Chain Rights and Protection</p> <p>These clauses regarding subcontracting shall apply where the Supplier wishes to use a sub-contract to deliver an element of a service that solely relates to the Buyer.</p>
Clause 16	Intellectual Property Rights
Clause 17	IPRs Indemnity
Clauses 18.1 to 18.9	Authority Data, User Organisation Data and Security Requirements
Clause 19	██████████
Clause 20	██ ████████████████████ ██ ██ ██ ██

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	<div>████████████████████</div> <div>██████████</div>
Clause 21	Protection of Personal Data Where this clause refers to Schedule 31 in the Home Office Contract, refer to Annex 2 of this Contract.
Clause 22 including that the words 'which shall not be unreasonably withheld or delayed' shall be deleted from the end of Clause 22.1.	Publicity and Branding
Clause 24	Insurance
Clause 30.1, 30.2, 30.3, 30.4, 30.5, 30.6(a), 30.6(b)(ii), 30.7 and 30.8	Force Majeure
Clause 33	Compliance
Clause 37	Prevention of Fraud and Bribery
Schedule 2	Services Description
Schedule 3 Annex 1 Part 1 – Paragraphs 1.1 and 1.2 Annex 1 Part 2 – Paragraphs 1 to 4	Performance Levels
Schedule 4	Standards
Schedule 5	<div>████████████████████</div> <div>████████████████████████████████</div> <div>██</div> <div>██</div> <div>██████████</div>
Schedule 6	Insurance Requirements
Schedule 8	<div>████████████████████</div>
Schedule 12	Software
Schedule 14	Testing and Assurance Procedures To the extent that Testing of any Service Catalogue Non-Standard Item is

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	required the Supplier shall comply with the Schedule 14 methodology and approaches that it agrees with the Home Office as applied for the benefit of the Buyer.
Schedule 19 Part C	Financial Reports and Audit Rights The Supplier shall comply with Part C only insofar as it relates to the Buyer.
Schedule 23	Dispute Resolution Procedure
Schedule 24	Reports and Records The Supplier shall comply with Schedule 24 only insofar as such records and reports relate directly to the Buyer.
Schedule 25	Exit Management The Supplier shall comply with Schedule 25 as applied to each Buyer in accordance with the Exit Plan agreed with the Home Office.
Schedule 26 Part A	Service Continuity Plan and Corporate Resolution Planning The Supplier shall comply with those Schedule 26 Part A items that it agrees with the Home Office, as applied for the benefit of the Buyer.
Schedule 27	Conduct of Claims
Schedule 32	Intellectual Property Rights [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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- 2.2 Where, in the following clauses and schedules in the Home Office Contract, an obligation is placed upon the Home Office, such provision shall also be interpreted as placing the same obligation on the Buyer under this Contract and in relation to this Contract the Buyer shall comply with such clauses and schedules as the context requires as applied to the UO Services under this Contract:

Clauses	Clause Heading
Clause 3.8	[REDACTED]
Clause 14.7	Supplier Personnel
Clauses 19	Confidentiality
Clause 21	Protection of Personal Data Where this clause refers to Schedule 31 in the Home Office Contract, refer to Annex 2 of this Contract.
Clause 33.2	Health and Safety
Clause 33.7	Conflict of Interest
Schedule 32	Intellectual Property Rights [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 2.3 Where in the clauses and schedules specified in Clauses 2.1 and 2.2 reference is made to the terms in the left-hand column, this shall be read as the term in the right-hand column:

Term in Home Office Contract	Term for the purposes of this Contract
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]

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████████████████████	████████████████████
████████████████████	████████████████████

2.4 The Parties shall comply with Annex 6 (Staff Transfer).

3. UO Services

3.1 The Supplier shall provide the UO Services:

- (a) in accordance with the Specification and the Home Office Contract;
- (b) in such a manner so as to meet or exceed the Minimum Required Performance for each Performance Indicator that is applicable to the UO Services as set out in the Home Office Contract; and
- (c) in accordance with the Service Catalogue.

3.2 The Supplier shall perform its obligations under this Contract including in relation to the supply of the UO Services in accordance with:

- (a) Law;
- (b) Good Industry Practice;
- (c) the 'Standards', 'Baseline Security Requirements', and 'Quality Plans' agreed in the Home Office Contract.

3.3 The Supplier shall supply each UO Service from its Service Commencement Date until the UO Service expires or is terminated by either party in accordance with this Contract.

3.4 In the event of failure by the Supplier to provide the UO Services, the Buyer shall, in the first instance, raise the failure directly with the Supplier through the ESN Service Desk. The Supplier shall aim to respond to all such enquiries within 1 Working Day. Where the issue is not resolved through the Service Desk the Buyer may additionally raise the failure with the Supplier Authorised Representative.

3.5 The Parties agree that any failure by the Supplier to deliver the UO Services to the appropriate standard set out in the Home Office Contract that is not resolved to the Buyer's satisfaction within ██████████ may be managed by the Home Office, at the discretion of the Home Office, under the Home Office Contract. The Buyer shall report any such failure to the Home Office as soon as reasonably practicable upon becoming aware of such failure.

3.6 The Supplier acknowledges and agrees that the Buyer during the term of this Contract:

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- (a) shall be able to order further Service Catalogue Standard Items including a volume increase to Service Catalogue Standard Items that the Buyer is already purchasing by way of amending its order requirements via the Self-Service Interface and such additional charges for the additional Service Catalogue Standard Items shall be calculated in accordance with the then current prices displayed in the Service Catalogue for such additional Service Catalogue Standard Items and apply from the date from which the User Organisation commences receipt of such additional Service Catalogue Standard Items;
- (b) shall be able to request new or additional Service Catalogue Non-Standard Items including a volume increase to Service Catalogue Non-Standard Items that the Buyer is already purchasing by way of amending its order requirements via the Self-Service Interface and such additional charges for the new or additional Service Catalogue Non-Standard Items shall be calculated by reference to the charges that have been accepted by the User Organisation when ordering the new or additional Service Catalogue Non-Standard Items and apply from the date from which the User Organisation commences receipt of such new or additional Service Catalogue Non-Standard Items;
- (c) shall be able to remove or reduce Service Catalogue Standard Items including a volume decrease to Service Catalogue Standard Items that the Buyer is already purchasing by way of amending its order requirements via the Self-Service Interface, such changes [REDACTED] and the charges for the removed or reduced items shall stop immediately once the removal or reduction takes effect ; and/or
- (d) shall be able to remove or reduce Service Catalogue Non-Standard Items including a volume decrease to Service Catalogue Non-Standard Items that the Buyer is already purchasing by way of amending its order requirements via the Self-Service Interface, such changes shall take effect [REDACTED] and the charges for the removed or reduced items shall stop immediately once the removal or reduction takes effect.

3.7 Where a User Organisation wishes to reduce or remove a UO Service pursuant to Clause 3.6 but as a consequence of the reduction or removal any other UO Services cannot be delivered or will not operate with the same functionality, then the Supplier shall notify the Buyer in advance of the proposed reduction or removal, with appropriate options, so that the Buyer can decide whether to proceed with the intended reduction or removal. The Supplier shall ensure (in accordance with any conditions set out in the Service Catalogue) that the Buyer is not charged for UO Services that cannot be delivered or that do not operate without a UO Service (including by reference to numbers of user and/or subscriptions being charged) that the Buyer is not then currently in receipt of.

4. Performance

4.1 [REDACTED]
[REDACTED]
[REDACTED]

4.2 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

5. Buyer Nominated Sub-Contractors for any works on Buyer Premises

The Supplier acknowledges that the Buyer may require that only a Buyer approved or nominated subcontractor may be permitted by the Buyer to carry out any works associated with the installation or preparation for the UO Services at Buyer Premises. Where this is the case, the Supplier shall co-operate with such supplier of works to the Buyer.

6. Financial and Taxation Matters

Charges and Invoicing

6.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the UO Services, the Buyer shall pay the Supplier correctly invoiced and correctly calculated charges [REDACTED] by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or in the Order Form.

6.2 In respect of Service Catalogue Standard Items and Service Catalogue Non-Standard Items the Supplier [REDACTED] for any Charges. If the Buyer disputes any Charges on the invoice then they must make contact with the entity that has issued the invoice [REDACTED] Any disputed Charges will only become due once agreed between the Buyer and the entity that has issued the invoice.

6.3 All Charges:

- (a) shall be calculated by reference to the Charges Schedule;
- (b) exclude VAT, which is payable on provision of a valid VAT invoice; and
- (c) include all costs and expenses connected with the supply of UO Services.

6.4 A Supplier invoice is only valid if it:

- (a) is calculated by reference to the Charges Schedule;

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- (b) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - (c) includes a high-level breakdown of UO Services which have been delivered which shall be supported by a separate detailed breakdown of UO Services that have been delivered and which shall be made available to the Buyer through the Self-Service Interface.
- 6.5 Non-compliant invoices may be sent back to the entity that has issued the invoice, which may lead to a delay in payment.
- 6.6 If the Buyer fails to pay any undisputed Charges properly invoiced under this 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.
- 6.7 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the UO Services unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with Clause 10.6 or as directed by the Home Office pursuant to Clause 10.6.

VAT

- 6.8 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Buyer following delivery of a valid VAT invoice.

- 6.9 [REDACTED]

Benchmarking

- 6.10 The Parties acknowledge that the outputs of the application of the provisions of Schedule 17 (*Benchmarking*) of the Home Office Contract in relation to the benchmarking of any or all of the UO Services shall apply to the UO Services and Charges under this Contract.

Financial Distress

- 6.11 The Parties acknowledge that the provisions of Schedule 18 (*Financial Distress*) of the Home Office Contract in relation to the assessment of the financial standing of the Supplier and other specified entities and the consequences of a change to that

financial standing shall apply to the Supplier under this Contract as managed by the Home Office under the Home Office Contract.

Home Office Core Charges

- 6.12 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

7. Representatives

- 7.1 Each Party shall have a representative for the duration of this 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 Contract.
- 7.2 The initial Supplier Representative shall be the person named in the Order Form.
- 7.3 The initial Buyer Representative shall be the person named in the Order Form.

8. Change

Change Control Procedure

- 8.1 Subject to clause 8.2, the Parties agree that any changes to the UO Services other than the volumes of and/or the particular UO Services being ordered by the Buyer pursuant to this Contract shall be managed between the Home Office and the Supplier in accordance with the terms of the Home Office Contract.
- 8.2 Neither the Supplier nor the Buyer shall be entitled to request changes to the Specification of UO Services provided under this Contract save for the bespoke elements of Service Catalogue Non-Standard Items that are specific to the Buyer.
- 8.3 The Supplier agrees that the Buyer shall be entitled to request or remove UO Services or increase or decrease the unit numbers of UO Services in accordance with Clause 3.6.

Change in Law

- 8.4 The impact of any Change in Law upon the UO Services shall be managed between the Home Office and the Supplier in accordance with the terms of the Home Office Contract.

Change to this Contract

- 8.5 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier. The Parties acknowledge that any change to this

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Contract other than the volumes of and/or the particular UO Services being ordered by the Buyer pursuant to this Contract shall require the written consent of the Home Office.

- 8.6 The Parties agree that the Home Office shall be entitled to request that the Parties make any reasonable changes to this Contract. In such a scenario, the Supplier shall lead in implementing any reasonable change as requested by the Home Office and the Parties shall work together to implement such change to this Contract.

9. Buyer Cause

- 9.1 The Parties agree that any Authority Cause under the Home Office Contract shall be managed between the Home Office and the Supplier in accordance with the terms of the Home Office Contract.

- 9.2 [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- 9.3 [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

10. Ending the contract

- 10.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.

- 10.2 [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

10.3 Ending the Contract without a reason

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

10.4 When the Buyer can end the Contract

If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

- (a) the Home Office Contract is terminated by the Home Office other than in circumstances set out in Clause 10.4(b);
- (b) the Home Office Contract is terminated for convenience by the Home Office pursuant to Clause 31.1(a) of the Home Office Contract or by the Supplier for non-payment by the Home Office pursuant to Clause 31.3(a) of the Home Office Contract;
- (c) the Home Office is entitled to terminate the Home Office Contract;
- (d) the Supplier is in material breach of any obligation under this Contract which is capable of remedy, and that breach is not remedied [REDACTED] the Supplier receiving notice specifying the breach and requiring it to be remedied;
- (e) [REDACTED]
[REDACTED]
- (f) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
- (g) the Buyer is entitled to terminate this Contract in accordance with express rights of termination in clauses incorporated into this Contract from the Home Office Contract.

10.5 What happens if the Contract ends (Buyer termination)

Where the Buyer terminates the Contract under Clause 10.4, all of the following apply:

- (a) save where termination is pursuant to Clause 10.4(b), [REDACTED]
[REDACTED] of procuring replacement UO Services for the rest of the term of the Contract;
- (b) [REDACTED]
[REDACTED]
- (c) accumulated rights of the Parties are not affected (including the obligation of the Buyer to pay undisputed invoices for UO Services provided by the Supplier up to the date of termination);

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- (d) the Supplier must promptly delete or return the Buyer Data except where required to retain copies by Law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (f) [REDACTED]
[REDACTED]
[REDACTED]
- (g) [REDACTED]
[REDACTED]
[REDACTED]
- (h) the following clauses or schedules survive the termination of the Contract: 1, 6, 10.5, 11, 17, 21 and 23 and Annex 1 and Annex 6, together with clauses 5.8, 12.1(a), 12.1(b), 14.7, 14.8, 16, 17, 19, 20 and 21 and Schedules 19, 23, 25 and 32 of the Home Office Contract and any clauses of schedules which are expressly or by implication intended to continue.

10.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

- (a) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- (b) The Buyer acknowledges and agrees that the Supplier may be required by the Home Office to terminate this Contract where the Buyer is either no longer listed as a User Organisation under Annex A to Schedule 2 (Services Description) of the Home Office Contract or the Home Office directs the Supplier that the Buyer is no longer authorised to be in receipt of UO Services and/or access ESN. In such circumstances, the Supplier shall comply with the directions of the Home Office and this Contract shall terminate on such a timescale as directed by the Home Office.

10.7 Where the Supplier terminates the Contract in accordance with Clause 10.6:

- a) [REDACTED]
and
- b) Clauses 10.5(c) to 10.5(e) and 10.5(g) to 10.5(h) apply.

11. Limitations On Liability

- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]

Financial and other limits

- 11.4 [REDACTED]
[REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
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ii. [REDACTED]
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11.5 [REDACTED]
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iii. [REDACTED]
[REDACTED]
[REDACTED]

Consequential Losses

11.6 [REDACTED]
[REDACTED]

- [REDACTED]
- [REDACTED]
[REDACTED]
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[REDACTED]
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[REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]

Conduct of indemnity claims

- 11.8 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Mitigation

- 11.9 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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11.10 [REDACTED]
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[REDACTED]
[REDACTED]
[REDACTED]

12. Force Majeure

- 12.1 The Parties agree that the impact of any Force Majeure Event upon the Supplier on the UO Services provided under this Contract and that impacts on the UO Services provided to one or more User Organisations shall be managed between the Home Office and the Supplier in accordance with the terms of the Home Office Contract. Where the Force Majeure Event affects only the Buyer then this shall be managed between the Buyer and the Supplier in accordance with the terms of this Contract (as such wording is incorporated from the Home Office Contract).

13. Relationship of the Parties

Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the Parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

14. Waiver and Cumulative Remedies

- 14.1 The rights and remedies under this Contract may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Contract or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.2 Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

15. Assignment And Novation

- 15.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without the prior written consent of the Buyer.
- 15.2 The Buyer may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Contract and/or any associated licences to:
- (a) any Central Government Body; or

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- (b) to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Buyer,
- (c) and the Supplier shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer shall reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause 15.2.

16. [REDACTED]

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████████████████████

17. Severance

17.1 If any provision of this Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Contract shall not be affected.

17.2 In the event that any deemed deletion under Clause 17.1 is so fundamental as to prevent the accomplishment of the purpose of this Contract or materially alters the balance of risks and rewards in this Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.

17.3 If the Parties are unable to agree on the revisions to this Contract within [REDACTED] of the date of the notice given pursuant to Clause 17.2, the matter shall be dealt

with in accordance with Paragraph 4 (Commercial Negotiation) of Schedule 23 (Dispute Resolution Procedure) except that if the representatives are unable to resolve the dispute within [REDACTED] of the matter being referred to them, this Contract shall automatically terminate with immediate effect. [REDACTED]
[REDACTED]
[REDACTED]

18. Further Assurances

Each Party undertakes at the request of the other, and [REDACTED]
[REDACTED] to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Contract.

19. Third Party Rights

- 19.1 The provisions of Clause 17 (IPRs Indemnity) of the Home Office Contract, Paragraphs 2.1 and 2.3 of Part C and Paragraphs 1.4, 2.3 and 2.8 of Part E of Annex 6 (Staff Transfer)] and the provisions of Paragraph 7.9 of Schedule 25 (Exit Management) (together “**Third Party Provisions**”) confer benefits on persons named or identified in such provisions other than the Parties (each such person a “**Third Party Beneficiary**”) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.
- 19.2 Any failure by the Supplier to comply with this Contract shall also be actionable by the Home Office and accordingly this Contract confers such benefit on the Home Office and such right is intended to be enforceable by the Home Office by virtue of the CRTPA.
- 19.3 Subject to Clauses 19.1 and 19.2 , a person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 19.4 With the exception of the Home Office (who may enforce, or take any step to enforce, this Contract without the prior written consent of the Buyer), no Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 19.5 Subject to Clause 8.5, any amendments or modifications to this Contract may be made, and any rights created under Clause 19.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

20. Notices

- 20.1 Any notices sent under this Contract must be in writing.
- 20.2 Subject to Clause 20.4, the following table sets out the method by which notices may be served under this Contract and the respective deemed time and proof of service:

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Manner of Delivery	Deemed time of service	Proof of service
Email	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

20.3 Notices shall be sent to the addresses set out in the Order Form.

20.4 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 20.2:

- (a) notices issued by the Supplier pursuant to Clause 10.6 (Termination by the Supplier);
- (b) Termination Notices; and
- (c) Dispute Notices.

20.5 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 20.4 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 20.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

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20.6 This Clause 20 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 23 (Dispute Resolution Procedure)).

21. Disputes

21.1 The Parties shall resolve Disputes arising out of or in connection with this Contract in accordance with the Dispute Resolution Procedure.

21.2 The Supplier shall continue to provide the UO Services in accordance with the terms of this Contract until a Dispute has been resolved.

21.3 The Parties acknowledge and agree that at the Home Office's sole discretion, if a Dispute arises under this Contract:

- (a) the Home Office may elect to take conduct of the Dispute on behalf of the Buyer and the provisions of Schedule 23 (Dispute Resolution Procedure) of this Contract shall apply; and
- (b) if the Dispute is not resolved in accordance with Paragraph 2 of Schedule 23 (Dispute Resolution Procedure) of this Contract, the Home Office may, , or at any other time, on written notice to the Supplier, elect to transfer conduct of the Dispute to the Buyer.

21.4 Where a Dispute arises between the Supplier and the Buyer under this Contract (including where any Dispute Notice is served by either party on the other) the Supplier shall notify the Home Office with details of the Dispute as soon as reasonably practicable but in any event within [REDACTED]

22. Entire Agreement

22.1 This Contract constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

22.2 Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract.

22.3 Nothing in this Clause 22 shall exclude any liability in respect of misrepresentations made fraudulently.

23. Governing Law And Jurisdiction

23.1 This Contract and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

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- 23.2 Subject to Clause 21 (Disputes) and Schedule 23 (Dispute Resolution Procedure) (including the Buyer's right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Contract or its subject matter or formation.

Annex 1 – Definitions and Interpretation

1. Interpretation

- 1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Annex 1 (Definitions and Interpretation) or the relevant Annex in which that capitalised expression appears.
- 1.2 Additionally, where a term is not defined in this Contract but is defined in the Home Office Contract, the meaning set out in the Home Office Contract shall apply.
- 1.3 If a capitalised expression does not have an interpretation in this Contract or any Annex, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.4 In the Contract, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
 - (b) reference to a gender includes the other gender and the neuter;
 - (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - (e) the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
 - (f) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - (g) references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Contract;
 - (h) references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Conditions and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - (i) references to "Paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
 - (j) references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.
 - (k) the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and
 - (l) where the Buyer is a Crown Body the Supplier shall not be treated as contracting with the Crown as a whole.

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- 1.5 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):
- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (b) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.
- 1.6 Where a standard, policy or document is referred to in this Contract by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Buyer and the Parties shall update this Contract, having agreed any such change with the Home Office pursuant to Clause 8.5 of this Contract, with a reference to the replacement hyperlink.

"Buyer"	the person named as Buyer in the Order Form;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
[REDACTED]	[REDACTED]
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Sub-contractors for provision of the UO Services (or any of them);
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or

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	(d) Executive Agency;
"Charges"	the charges for the UO Services as specified in the Order Form;
"Charges Schedule"	means Schedule 15 (Charges and Invoicing) of the Home Office Contract;
"Claim"	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
"Code of Connection"	means the policy document produced by the Supplier and approved by the Home Office pursuant to the Home Office Contract;
"Conditions"	means these terms and conditions of contract;
"Contract"	the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form, these Conditions and the Annexes;
"Contract Year"	a) [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contracts (Rights of Third Parties) Act 1999;
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

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"Law"	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Order Form"	the order form accepted by the Buyer and the Supplier printed above these Conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Purchase Order Number" or "PO Number"	the Buyer's unique number relating to the order for UO Services to be supplied by the Supplier to the Buyer in accordance with the Contract;
"Self-Service Interface"	means the self-service interface portal made available and hosted by the Supplier where the Buyer may place or request orders for new or additional or remove or reduce Service Catalogue Standard Items and/or Service Catalogue Non-Standard Items;
"Service Catalogue"	means the catalogue hosted by the Supplier containing descriptions, specifications and pricing for those Service Catalogue Standard Items and Service Catalogue Non-Standard Items as may be formally agreed by the Supplier and the Home Office from time to time and which shall be available on the Self-Service Interface;
"Service Catalogue Non-Standard Item"	a Service Catalogue Item made available by the Supplier with firm pricing set out in the Charges Schedule;
"Service Catalogue Standard Item"	a Service Catalogue Item made available by the Supplier without composite firm pricing set out in the Charges Schedule and where the specific pricing and specifics of any such item are required to be agreed (as relevant to the detail of the order) between the Supplier and the Authority or User Organisations (as applicable) before that order can be formally placed;
"Service Commencement Date"	means in respect of each element of UO Services ordered the date such service should commence as set out on the Self-Service Interface or in Annex 3 (Order and Charges) or such other date as

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	agreed between the Parties;
"Service Credits"	means as defined in the Home Office Contract;
"Specification"	the specification for the UO Services to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Start Date"	the start date of the Contract set out in the Order Form;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the UO Services (or any part of them); (b) provides facilities or services necessary for the provision of the UO Services (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the UO Services (or any part of them);
"Sub-contractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Supplier"	the person named as Supplier in the Order Form;
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
"US Supplier"	means the User Services supplier appointed by the Home Office;
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

[illegible][illegible]

- 1.1 This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.
- 1.2 The contact details of the Buyer's Data Protection Officer are: [REDACTED]
- 1.3 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
[REDACTED]
- 1.4 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.5 Any such further instructions shall be incorporated into this Annex.

Description	Details
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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	<ul style="list-style-type: none">• [REDACTED] [REDACTED] [REDACTED] <p>[REDACTED]</p> <p>[REDACTED] [REDACTED] [REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED] [REDACTED] [REDACTED] <p>[REDACTED]</p> <p>[REDACTED] [REDACTED] [REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED] <ul style="list-style-type: none">■ [REDACTED] [REDACTED] [REDACTED] [REDACTED] <ul style="list-style-type: none">■ [REDACTED] [REDACTED] [REDACTED] [REDACTED] <p>[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> <p>[REDACTED] [REDACTED] [REDACTED]</p>
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED]

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	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
[REDACTED]	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
[REDACTED] [REDACTED]	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

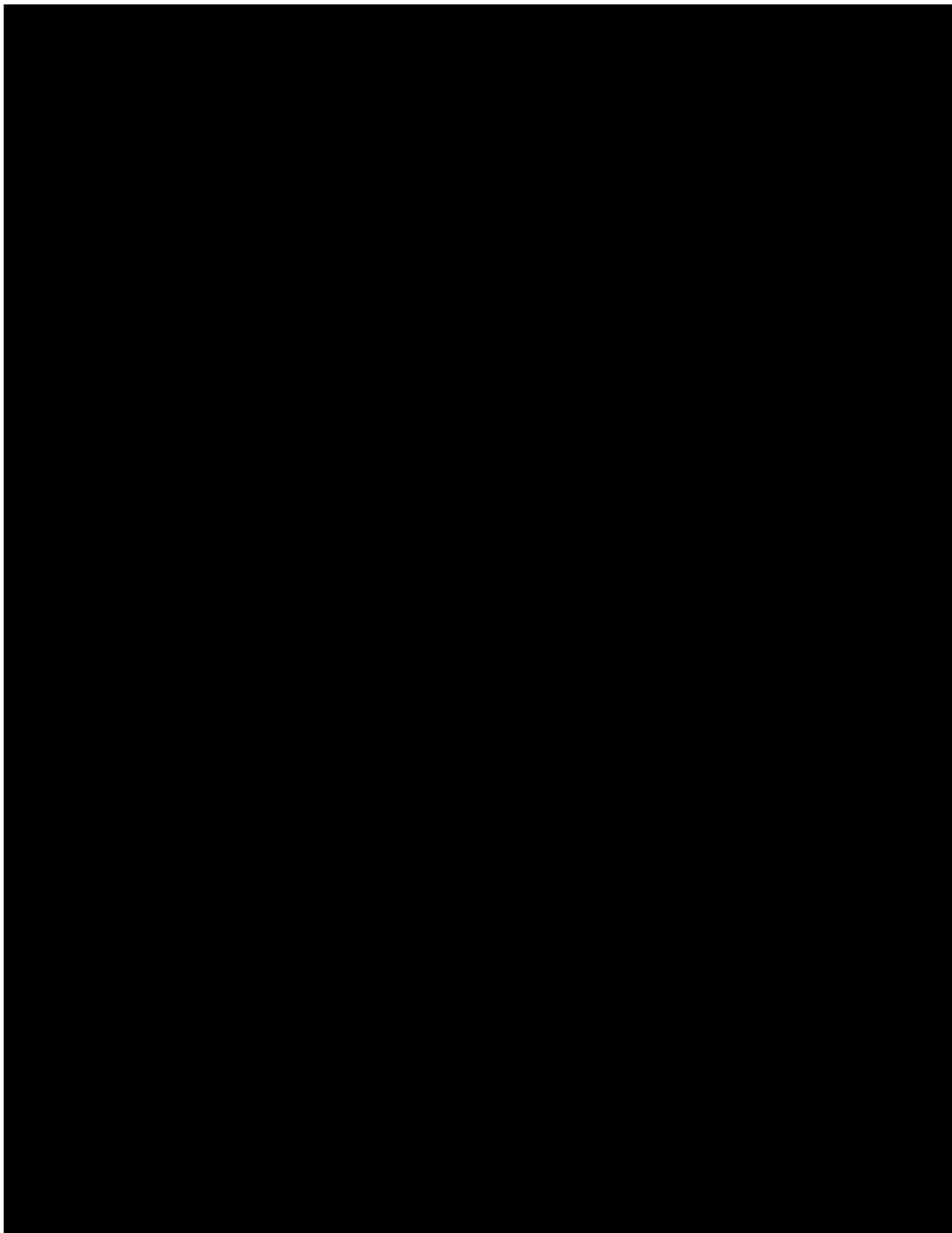
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Annex 3 – Order and Charges

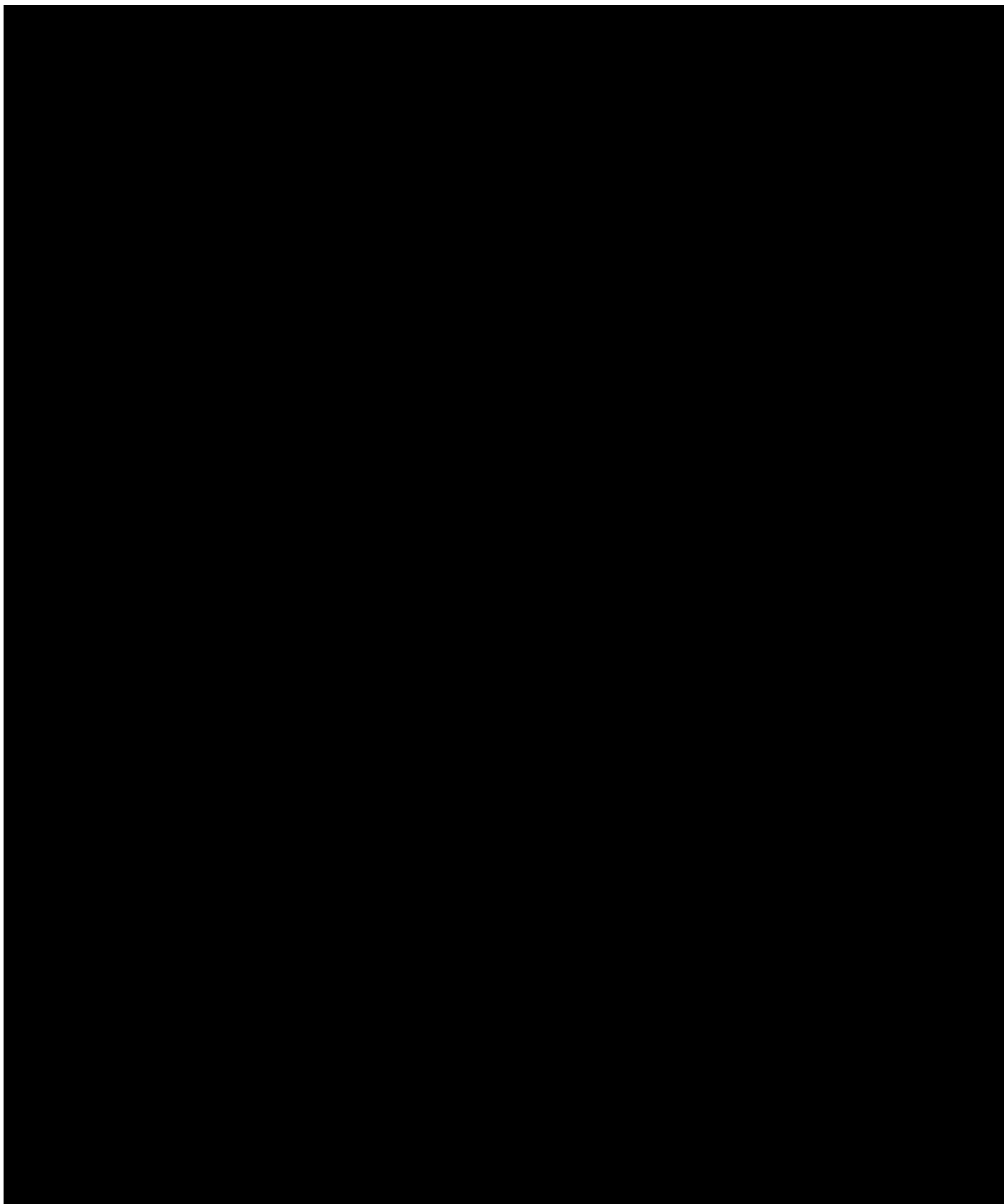
The UO Services ordered by the Buyer under this Contract at the Start Date are as set out in the table below together with the Charges for such UO Services at the Start Date. The Buyer acknowledges that any changes to the Charges shall be made under the Home Office Contract.

UO Services				
Section 1 – Service Catalogue Standard Items				
Charge Number	Description (and earliest Service Commencement Date)	No. of subscriptions	Charge per unit/ subscription (excl. VAT)	Total for Charge Number (excl. VAT)
[SCxxxxxx]				
Section 2 – Service Catalogue Non-Standard Items				
Charge Number	Description (and earliest Service Commencement Date)	No. of units / subscriptions	Charge per unit/ subscription (excl. VAT)	Total for Charge Number (excl. VAT)
[xxxxxx]				
			Totals (excl. VAT)	

Annex 4 (End User License Terms)



Annex 5 (Buyer Specific Specification for Service Catalogue Non-Standard Items)



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	[REDACTED]
	[REDACTED]
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
"HMRC"	HM Revenue & Customs;
"Law"	any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Replacement Sub-contractor"	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Replacement Services"	any services which are the same as or substantially similar to any of the UO Services and which the

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Buyer receives in substitution for any of the UO Services following the expiry or termination or partial termination, of this Contract, whether those services are provided by the Buyer internally and/or by any third party;

"Replacement Supplier"	any third party service provider of the Replacement Services from time to time (or where the Buyer is providing replacement UO Services for its own account, the Buyer);
"Service Transfer"	any transfer of the UO Services (or any part of the UO Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, all information required in Annex E2 in the format specified and with the identities of Data Subjects pseudonymised. The Buyer may acting reasonably make changes to the format or information requested in Annex E2 from time to time;
"Sub-contract"	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the UO Services or facilities or services which are material for the provision of the UO Services or any part thereof or necessary for the management, direction or control of the UO Services or any part thereof;
"Sub-contractor"	<p>any third party with whom:</p> <ul style="list-style-type: none">(a) the Supplier enters into a Sub-contract; or(b) a third party under (a) above enters into a Sub-contract, <p>or the servants or agents of that third party;</p>
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;

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"Supplier Personnel"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Contract;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the UO Services or any relevant part of the UO Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
[REDACTED]	[REDACTED]
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.
"UK GDPR"	has the meaning as set out in section 3(10) of the Data Protection Act 2018, supplemented by section 205(4) of the Data Protection Act 2018;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales;

2 INTERPRETATION

- 2.1 Where a provision in this Annex imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

3 APPLICABLE PARTS OF THIS ANNEX

3.1

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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PART A: TRANSFERRING BUYER EMPLOYEES AT COMMENCEMENT OF UO SERVICES

Not used

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**PART B: TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF
UO SERVICES**

Not used

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PART D: PENSIONS

Not used

ANNEX D1: CSPS

Not used

ANNEX D2: NHSPS

Not used

ANNEX D3: LGPS

Not used

ANNEX D4: OTHER SCHEMES

Not used

PART E: EMPLOYMENT EXIT PROVISIONS

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SCHEDULE 33 (ESN User Organisation Purchases) ESMCP User Services
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Version 4.0

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SCHEDULE 33 (ESN User Organisation Purchases) ESMCP User Services
Version 4.0

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SCHEDULE 33 (ESN User Organisation Purchases) ESMCP User Services
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ANNEX E1: LIST OF NOTIFIED SUB-CONTRACTORS

NOT USED

ANNEX E2: STAFFING INFORMATION

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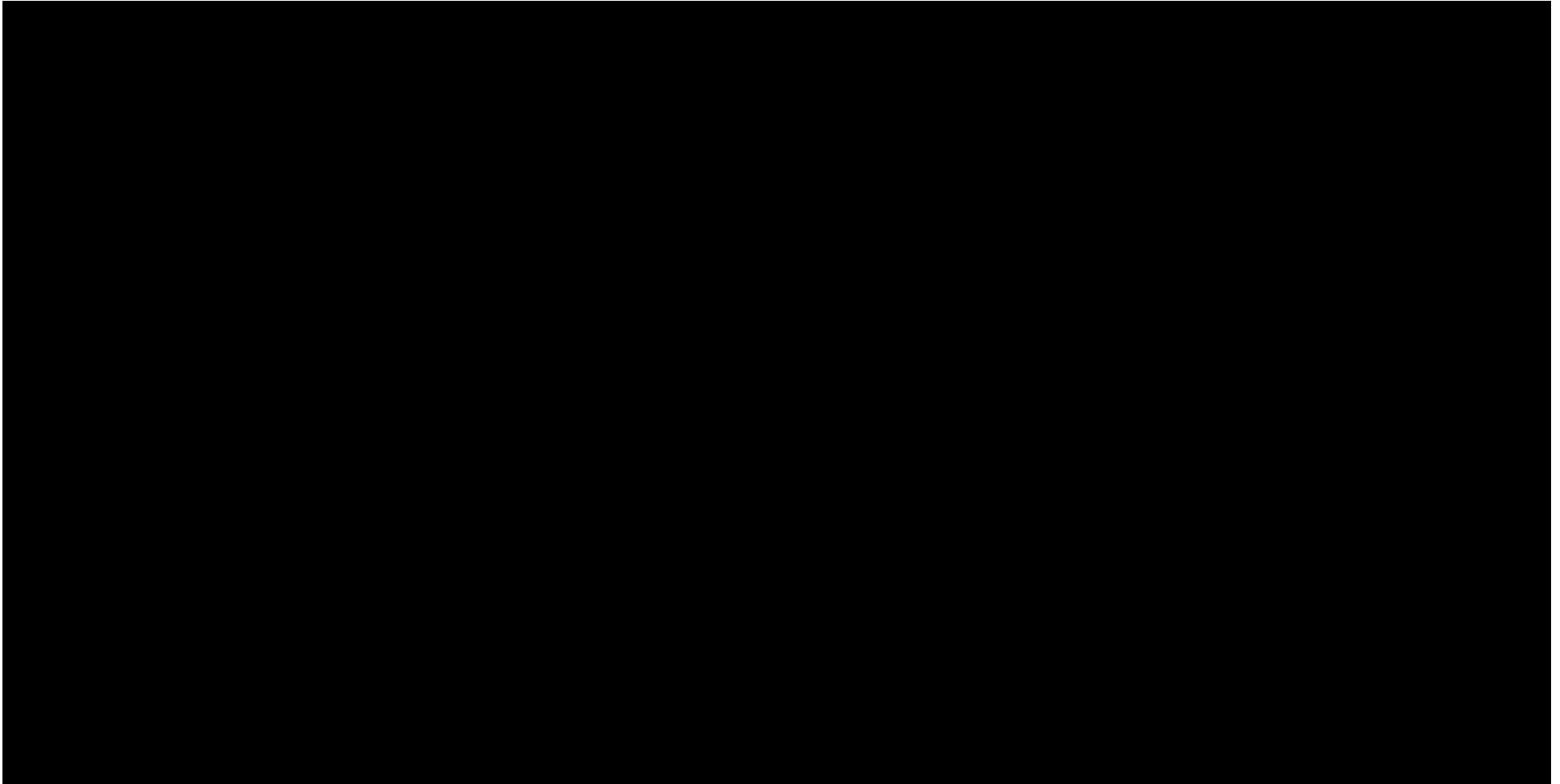
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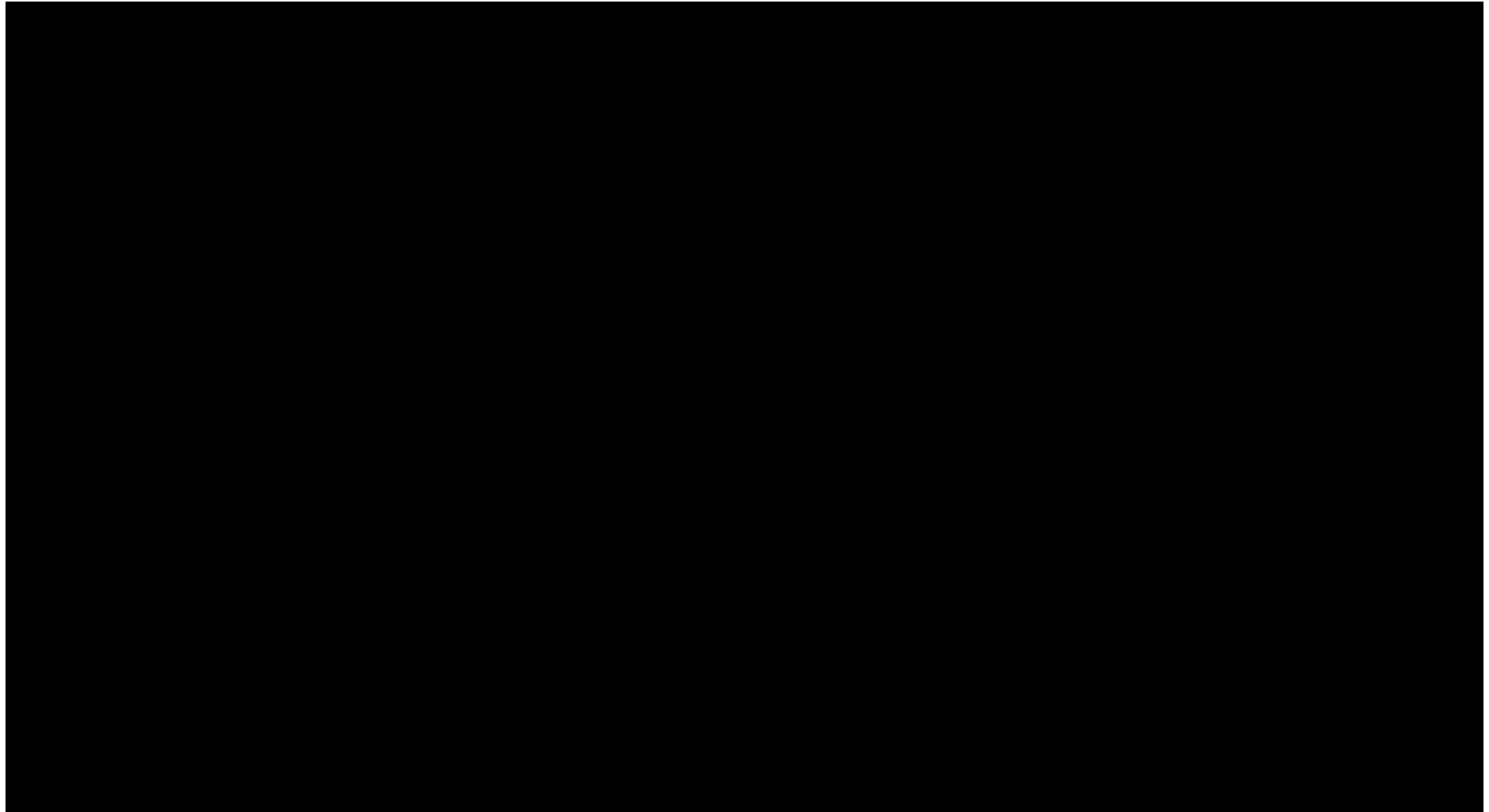
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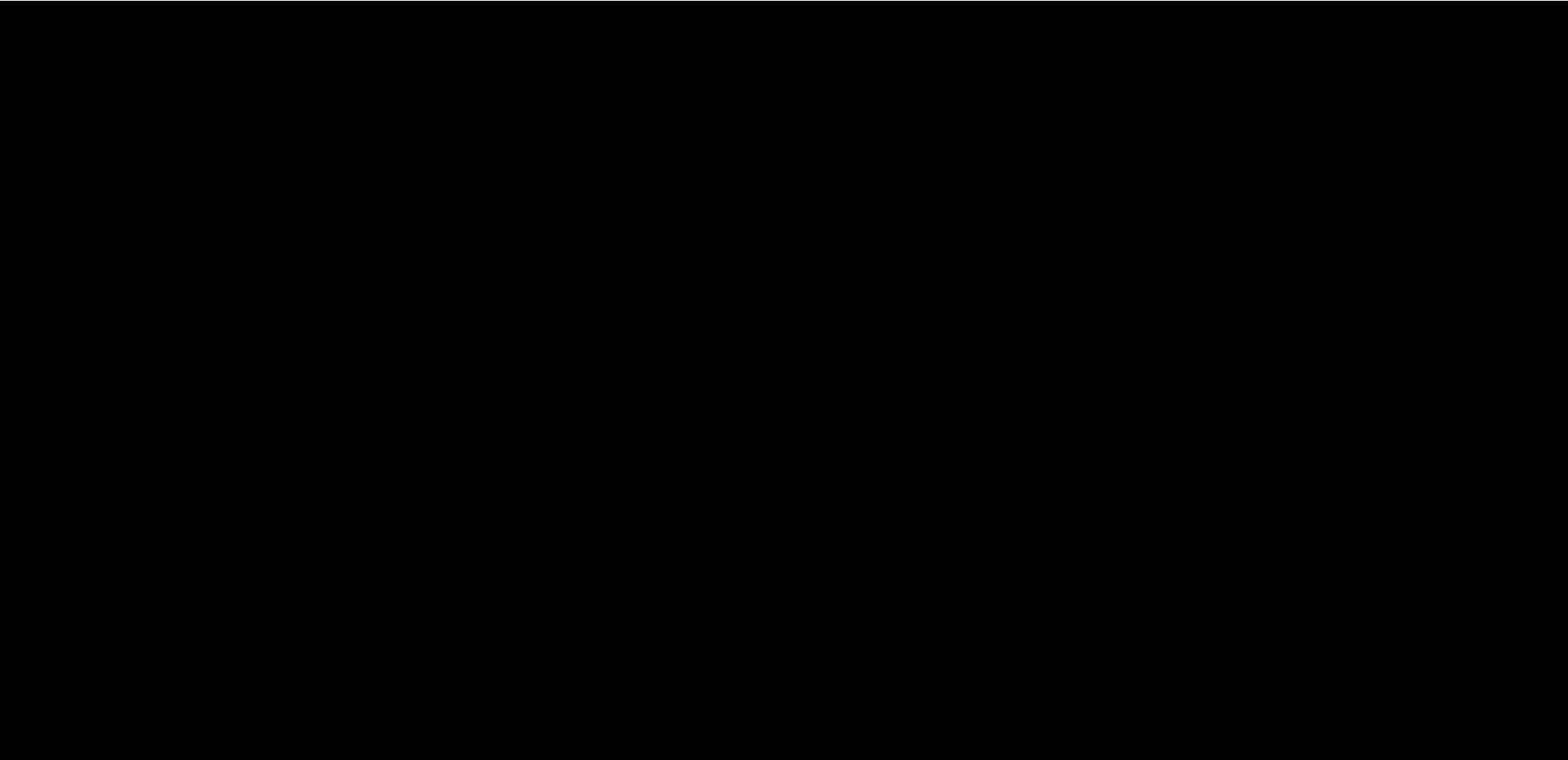
SCHEDULE 33 (ESN User Organisation Purchases) ESMCP User Services
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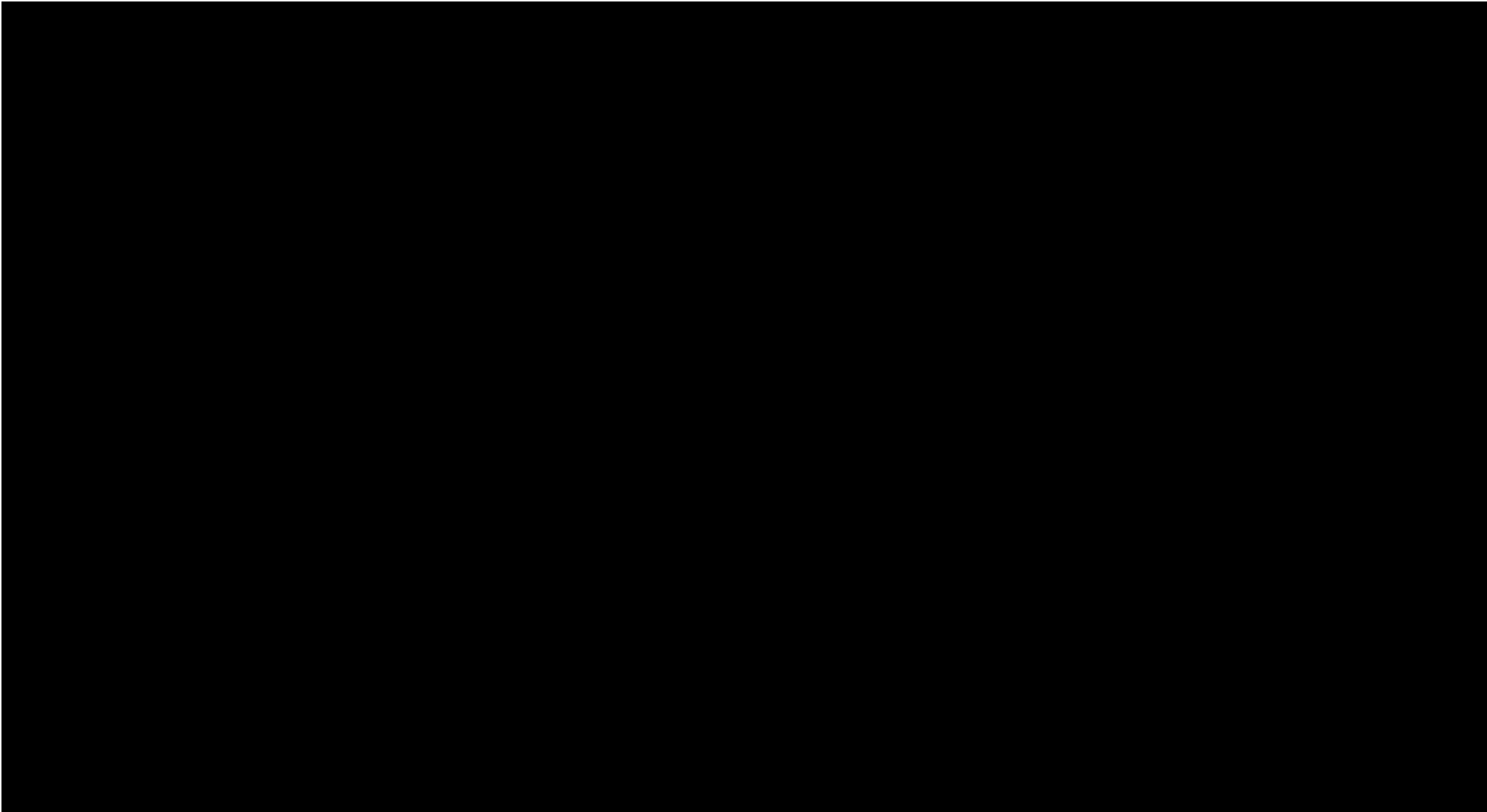
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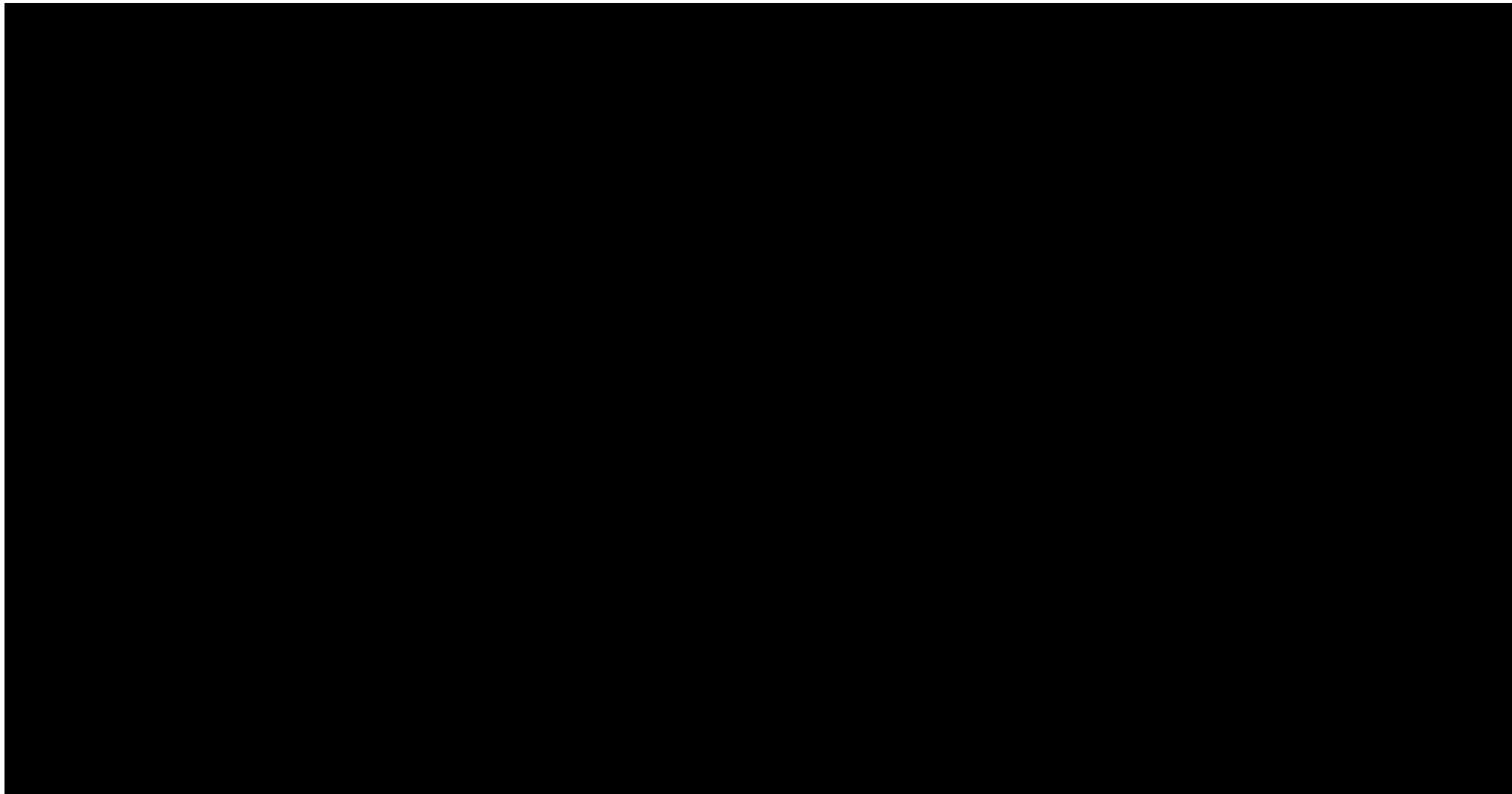
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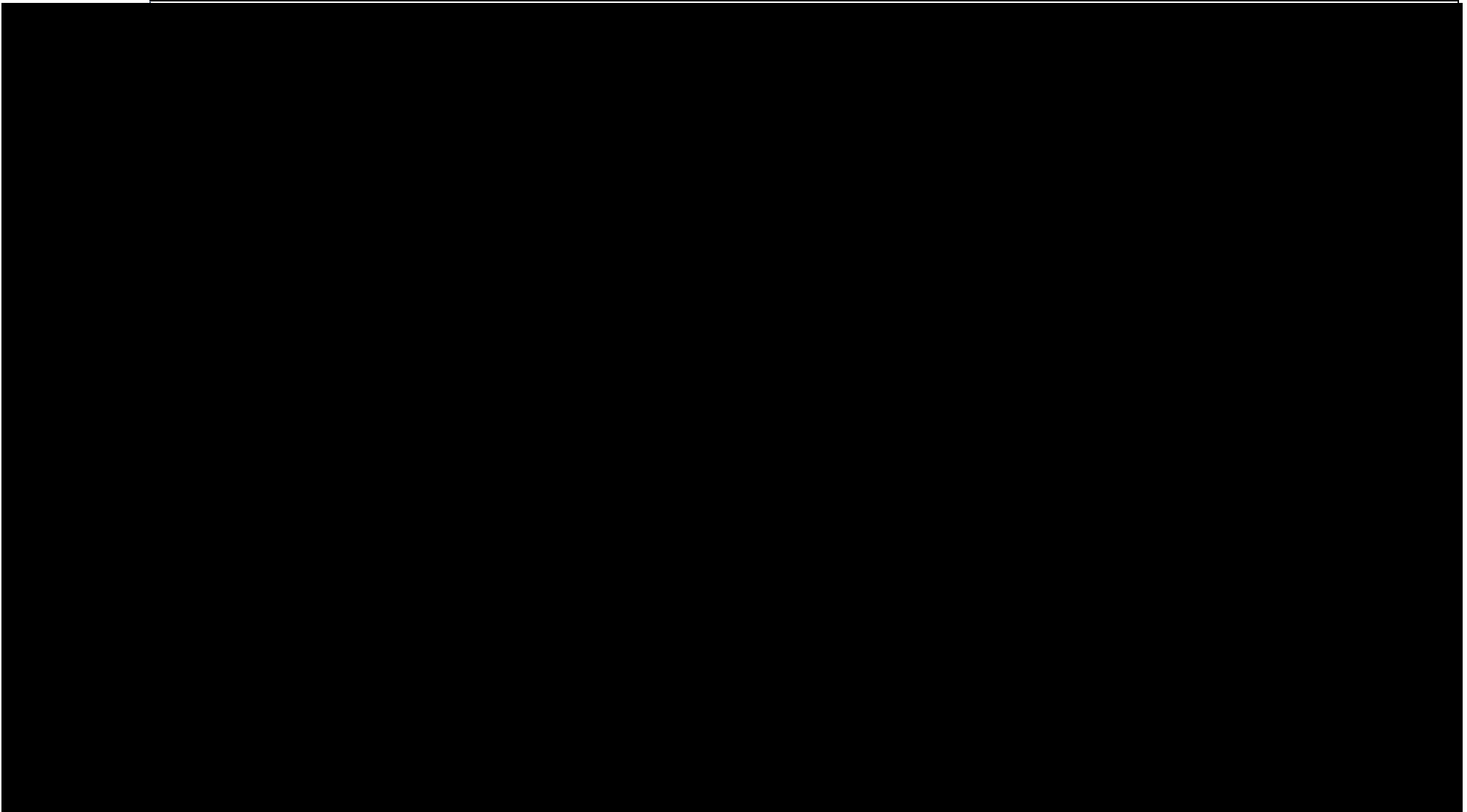
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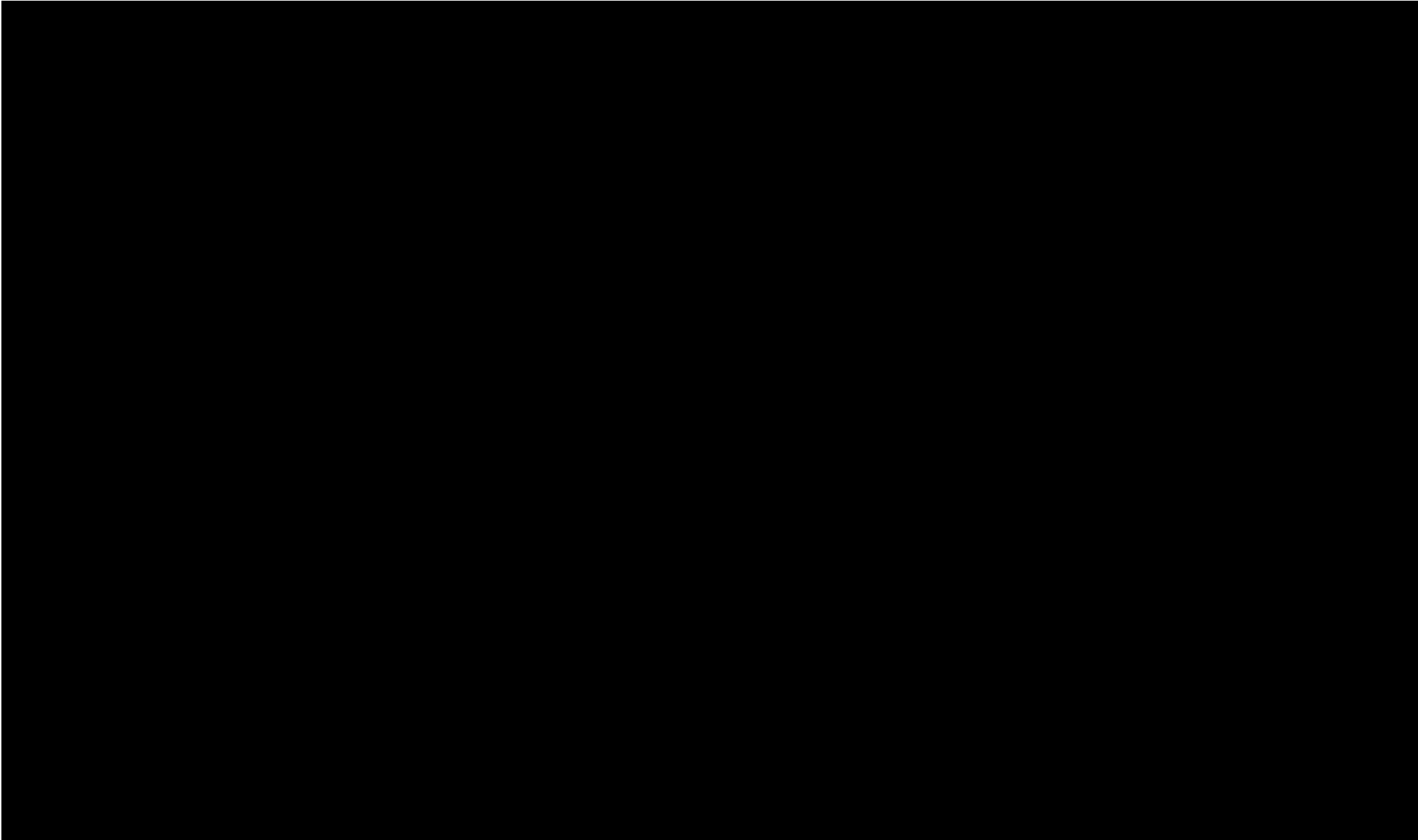
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