DDaT22329

KCS PROFESSIONAL SERVICES

Software Products and Associated Services 2

Y20011

Form of Direct Award

[redacted]

[redacted]

CBC a Commercial Procurement Alliance

Commercial Services
SINGLE SOURCE DIVERSE SOLUTIONS

Kent County Council

DDaT22329

FORM OF DIRECT AWARD

Award Reference: **Y20011 Software Products and Associated Services 2**

I/We the undersigned offer to supply **UK Research and Innovation (UKRI)** with **Tableau Enterprise Software** as detailed in Appendix A under the Individual Terms and Conditions (Appendix B) as stated in Framework Agreement Y20011 let by KCS Professional Services.

Ref Y20011 entitled "Software Products and Associated Services 2" for the timeframe of 14th July 2022 - 13th July 2023

Authorised to sign for and on behalf of the Supplier, Softcat PLC

[redacted]

Name of Supplier and Registration Number if applicable:

[redacted]

Registered Address: Solar House, Fieldhouse Lane, Marlow, Bucks, SL7 1LW

Telephone: [redacted]

Fax:

E-Mail Address:

Signed for and on behalf of UK Research and Innovation by its authorised representative

[redacted]

APPENDIX A

CONTRACT DURATION

The contract will begin on the 14th July 2022 and will expire on 13th July 2023.

REQUIREMENT

The Supplier shall provide UK Research and Innovation (UKRI) with the Tableau Enterprise Software Licenses from 14/07/2022 – 13/07/2023, as detailed in quote QVRFFA02AWSD V4

[redacted]

CONTACTS

[redacted]

PAYMENT PROFILE

The Cust[redacted]ving a valid invoice from the Supplier, quoting [redacted]rence DDaT22329. Invoices to be sent to finance@uksbs.co.uk

COMME[redacted]

The tota[redacted]7 excluding VAT as per the breakdown overleaf [redacted]

Quotation

Softcat plc (Head Office), Fieldhouse Lane, Marlow, Bucks, SL7 1LW

T: 01628 403 403 | F: 01628 403 456

Delivery Address
[redacted]
UK RESEARCH & INNOVATION (UKRI)
C/O UK Shared Business Services Ltd
Polaris House
North Star Avenue
Swindon
SN2 1UH

Invoice Address
UK RESEARCH & INNOVATION (UKRI)
Innovate Uk
Polaris House
North Star Avenue
Swindon
SN2 1FL
Company Registration |
VAT Registration |

Quote Information	
Prepared For:	Stephen Parker
Quote Number:	OVREEA02AWSD V4
Quote Date:	10/06/2022
[redacted]	
Company Registration |	2174990
VAT Registration |	GB 491 8485 03

Quote Subject: Tableau

Quantity	Description	Unit Price	Total Price
[redacted]			

Please note:

- Prices exclude VAT
- Quotes valid for calendar month unless otherwise stated, or exchange rate dependent
- Errors and omissions excepted
- Unless otherwise agreed between the parties, all orders are subject to Softcat's standard T&Cs (available via the link below) and the licence agreements relating to any software (available on request)

Subtotal (GBP)	£206,689.27
Delivery	£0.00
Total (GBP)	**£206,689.27**

Terms & Conditions

Individual Contract Terms and Conditions Y20011

These Individual Contract Terms and Conditions will apply to all Orders/Individual Contracts that are entered into between the Customer/Participating Authority and the Supplier.

Section One – Individual Contract Award

Section Two – Definitions and Interpretations

Section Three – Compulsory Terms and Conditions

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Section One – Individual Contract Award

During the course of the Framework Agreement, Customers/Participating Authorities will enter into Individual Contracts/Orders for Goods and/or Services for specified periods.

In accordance with the 'Public Contract Regulations 2015' Individual Contracts based on a Framework Agreement are to be awarded before the end of the term of the Framework Agreement itself. The duration of the Individual Contract does not need to coincide with the duration of the Framework Agreement, but might, as appropriate, be shorter or longer. In particular, the Customer is allowed to set the length of Individual Contracts based on a

[redacted]

The onus will be on the Customer to carry out their own due diligence before selecting whether they conduct a Further Competition or choose to Direct Award with any of the [redacted]ation and award,

[redacted]s awarded on the [redacted]defined period of

In accordance with The Public Contract Regulations 2015 the Customer may choose to implement, amend or provide alternative terms and conditions to those contained within the Software [redacted]dual Contract Terms and Conditions. Any such am[redacted]ions will be contained within the Further Competi[redacted]l Contract.

In order [redacted]ions 2015' when re-opening competition under th[redacted] Authority should follow the steps below:

1. T[redacted] invite all Suppliers on the Framework A[redacted]vering the particular requirement.
2. T[redacted]be responsible for formulating a specification/product brief containing full details of the work/products required.
3. The Participating Authority/Customer will send the specification/product brief to all Suppliers quoting the Framework Agreement reference number. A reasonable and proportionate time limit should be set for the submission of fully completed Tender responses.
4. Responses received must be kept in a secure place, unopened and unread, until the designated closing date and time for final submissions has passed. Responses received after the specified date and time should be rejected unopened.

5. The submitted response shall be evaluated in accordance with the criteria stated in the original specification/product brief. The headline criteria used must be the same as the headline criteria used for the original Framework Agreement or part thereof, but the Participating Authority/Customer may change the weightings and add their own sub-criteria to apply.
6. The Tenderers must be advised of the result in writing including brief details on where they scored points and where they did not.
7. A required 'standstill period' does not apply to Further Competitions held under a Framework Agreement. However it is advisable to hold a standstill period in relation to a Further Competition as it is possible a Supplier may challenge the decision and

[redacted]

weightings (the percentages below are for guidance only) that shall be relevant to their individual need.

[redacted]

Headline Assessment Criteria

[redacted] the Framework Agreement, without re-opening competition, following the criteria set out below.

Regulation 33(8)(a) of the Public Contracts Regulations 2015 (PCR 2015) sets out the criteria for maki[redacted]eement is concluded with more than one Supplier:

- a[redacted]e works, services and supplies concerned a[redacted]nd
- t[redacted]which of the Suppliers on the Framework A[redacted]n the procurement documents.

In accord[redacted]Award Orders may be placed under this Framew[redacted] meet any one of the following objective conditions:

- Customer is satisfied that following their own due diligence they can identify the Supplier that offers best value for their requirement
- The Supplier is able to supply the required Goods/Services within the Customers timescales
- The Supplier scored the highest mark for Price/Quality in the Framework Agreement evaluation

- Goods/Services required are unique/exclusive to one Vendor/Supplier
- Continuity of existing Goods/Services from an awarded Supplier

In any event the Contracting Authority takes no responsibility for the chosen contracting method of any Individual Customer/Participating Authority.

Order Process
The following instructions outline how Orders are to be placed under this Framework Agreement.

Following Further Competition
[redacted]

Direct Award Orders
The Customer/Participating Authority awarding under Direct Award shall
[redacted]ment in order to
[redacted]eous Solution;
[redacted]uccessful Supplier
[redacted]or the Customers
[redacted]

- Participating Authority's Order number
- Framework Agreement reference number
- Full details of their requirement including delivery information
[redacted]ent to whom delivery is to be made
[redacted]

All Order[redacted]t or telephone. Suppliers are required to confirm [redacted]ers place via telephone must be confirmed in writing[redacted]ment 'in writing' will include e-mail).

Orders p[redacted]ted.

Section Two - Definitions and Interpretations

Interpretations

The interpretation and construction of the Framework Agreement including any schedules and appendices shall be subject to the following provisions:

- the singular includes the plural and vice versa;
- reference to gender includes the other gender and the neuter;

[redacted]

- headings are included in the Framework Agreement for ease of reference only and [redacted] Agreement;

  [redacted] clause or schedule

  [redacted] graphy, display on a screen, e-mail, fax, and other modes of representing or reproducing words in a visible form and expressions referring to writing shall be construed accordingly.

At all tim[redacted]d the Supplier shall be an independent Supplier [redacted]ent shall create or imply any form of employm[redacted] of agency, partnership or joint venture between[redacted], consequently neither the party to the Framew[redacted]ther party unless specifically mentioned within th[redacted]

Unless o[redacted]ement between the parties, the obligation on the C[redacted]he Framework Agreement and nothing in the Fram[redacted]n upon or in any way constrain or hinder the Contracting Authority in any other capacity, nor shall the exercising of the duties or powers of the Contracting Authority in any other capacity lead to a liability under the Framework Agreement (however arising) on the part of the Contracting Authority to the Supplier.

2. Definitions

Academy	Means a school in England which is directly funded by the Department for Education (DfE) and independent of local authority control.
Affiliates	Means any corporation, partnership, joint venture or other business entity in which the Supplier owns, directly or indirectly, stock or a capital or profit interest.
Alternative Supplier	Means an Alternative Supplier on the Framework [redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted] wholly owned business of Kent County Council.
Confidential Information	Means any information which has been designated as [redacted] writing or that might be [redacted] the reasons of business [redacted] but not be restricted to [redacted] ssets, trading practices, [redacted] intellectual property, [redacted] sensitive personal data within the Data Protection Act, but always subject to the Freedom of Information Act.
Contract Year	Means twelve (12) months from the official Framework [redacted] ent start date.
Contrac[redacted]	[redacted] the public sector body, in this instance Kent [redacted] Council (via KCS Professional Services), that has [redacted] to take responsibility for the Tender process, [redacted] t formation and overarching responsibility for [redacted] mework Agreement
Control[redacted]	[redacted] ines the purposes and means of processing [redacted] l Data to ensure contracts with Processors [redacted] with the GDPR.
Cost Pri[redacted]	[redacted] the buy-in price from an external supply chain
Customer(s)	Means a Participating Authority and/or any public sector bodies who, as define in Section One, can access and use the Framework Agreement and who shall take full responsibility for their own Individual Contracting processes.
Customer Access Agreement	Means the document completed and signed by the Customer and Contracting Authority, giving access to utilise the Framework Agreement

Data Loss Event	Means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Framework Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Framework Agreement, including any Personal Data breach;
Data Protection Impact Assessment	Means, an assessment by the Controller of the impact the envisaged processing on the protection of Personal Data;
Data Protection Legislation	Legislation that has been or is being introduced all over [redacted]
[redacted]	[redacted] to [redacted] onal
[redacted]	[redacted]
[redacted]	[redacted] or [redacted] of [redacted] ors [redacted] ter [redacted] of the Framework Agreement and/or Individual/Contract and in respect of which such party [redacted]
[redacted]	[redacted] directly with a Supplier [redacted] ia detailed in Schedule [redacted] etition.
[redacted]	[redacted] either Party that is [redacted] reement and/or Individual Contract/Order. Such documents might include, but not be limited to, user guides and operating manuals.
Force M[redacted]	[redacted] any act, event or cause beyond the reasonable [redacted] of either Party
Framew[redacted]	[redacted] the overarching Framework Agreement [redacted] n the Contracting Authority and the Supplier [redacted] hich Orders and Individual Contracts are made [redacted] t shall include all terms, conditions and [redacted] ments as stated, within and under which [redacted] ual Contracts may be entered into by [redacted] ating Authorities/Customers and the [redacted] r(s).
Framework Management Fee	Means the fee payable to the Contracting or Member Authority calculated as a percentage of the net invoice value of all Orders placed through the Framework Agreement.
Further Competition	Means the process by which Customers/Participating Authorities may obtain the Goods/Services through inviting competition among all capable Suppliers.
Goods/Services	Means the Goods or Services to be provided by the Supplier in accordance with the Framework Agreement

	terms, conditions and requirements and Individual Contract/Order.
Implementation Plan	Means the plan to be developed by the Customer and Supplier and which will contain a schedule of tasks to be done, timescales for completion of said tasks, identifying the party responsible for those tasks, together with milestones to be achieved and against which payments may be enacted.
Individual Contract	Means the Contract created between a Participating Authority/Customer and Supplier for Goods and/or [redacted] rity
	[redacted] or a ency e or f, its [redacted] (in the case of a company) having a winding up order made or (except for the purposes of reconstruction or [redacted] voluntary winding up is nager administrator or pointed or possession by or on behalf of the ured by a floating charge y shall be entitled to repayment of any monies paid in advance.
KCS Professional Services	A business unit of Kent County Council who takes responsibility for managing the Tender process and the [redacted] vork Agreement.
Law	[redacted] any law, subordinate legislation within the g of Section 21(1) of the Interpretation Act 1978, , enforceable right within the meaning of 2 of the European Communities Act 1972, on, order, regulatory policy, mandatory e or code of practice, judgment of a relevant f law, or directives or requirements with which evant Party is bound to comply;
Liquida[redacted]	a sum of money specified as the total amount of compensation an aggrieved Party should get, if the other Party breaches certain part(s) of the Framework Agreement/Individual Contract.
Liquidated Damages Period	Means a period of ten (10) working days.
Material Breach	Means a breach that has serious consequences on the outcome of the Framework Agreement or Individual Contract.

Member Authorities	Are the members of the Central Buying Consortium (CBC) accessing the Framework Agreement from the outset.
Novate/Novation	Whereby one party transfers all of their obligations, rights and benefits under a Contract to a third party on agreement of all parties. The original party is extinguished and a new Contract is created.
Order	Means any Order for Goods/Services that is placed by the Participating Authority/Customer with the Supplier under an Individual Contract.
[redacted]	[redacted] ion a nd l
[redacted]	[redacted] , ns ier.
[redacted]	"Parties" shall mean both of the where the context permits.
[redacted]	[redacted] to an identified or
[redacted]	[redacted] stomer/Participating Goods/Services, on ce.
[redacted]	[redacted] for this Further Competition
Processor	Means responsible for processing Personal Data on behalf of a Controller. Required to maintain records of [redacted] al Data and processing activities. Has legal [redacted] if responsible for a breach.
Protect[redacted]	[redacted] appropriate technical and organisational [redacted] es which may include: encrypting Personal [redacted] nsuring confidentiality, integrity, availability and [redacted] ce of systems and services, ensuring that [redacted] lity of and access to Personal Data can be [redacted] d in a timely manner after an incident, and [redacted] y assessing and evaluating the effectiveness of [redacted] h measures adopted by it
Service Credit	Means amount to be paid to the Contracting Authority or Customer/Participating Authority if Supplier performances fails to meet the specified standards in the Service Level Agreement (SLA)
Services	Means the Services to be provided by the Supplier in accordance with the Framework Agreement terms, conditions and requirements and Individual Contract/Order.

Sub-Contractor	Means an arrangement where more than one supplying Party agree to cooperate to advance their mutual interests, or where a contractor is to provide an agreed portion of the Goods/Services which form part of the Individual Contract.
Sub-Processor	Means any third party appointed to process Personal Data on behalf of the Supplier related to this Framework Agreement.
Supplier	Means the Supplier appointed as part of the Tender process to the Framework Agreement whom has [redacted] ns,
[redacted]	[redacted] ce [redacted] ding [redacted] d [redacted] h
[redacted]	[redacted] request that, if recommended for award, would bind the Tenderer to perform in accordance with the [redacted]
[redacted]	[redacted] has submitted a
[redacted]	Means an organisation that acquires or develops software to sell via a selected Supplier.

[redacted]

Section Three – Compulsory Terms and Conditions

1. Entire Contract

1.1 Subject to the provisions of the Framework Agreement relating to Individual Contracts, these Individual Contract Terms and Conditions, together with the Purchase Order/Form of Direct Award, shall apply to the purchase of the Goods and/or Services by the Contracting Authority, Participating Authorities, and/or Customers from the Supplier, to the exclusion of all other terms and conditions including any which the Supplier may purport to apply under any sales offer or similar document.

[redacted]

Contract and any documentation referred to in those clauses of the Individual Contract the conflict shall be resolved in accordance with the following order of precedence: -

[redacted] of which, when [redacted]stitute the whole Agreement.

2. Due Diligence and Accuracy of Information

2.1 Bo[redacted]gence process prior to Individual Contract co[redacted]

2.2 Bo[redacted]t details relating to the suitability of the ex[redacted]operating processes and procedures and th[redacted]er/Participating Authority; ownership, fu[redacted]ility of Customer/Participating Authority eq[redacted]Goods and/or Services and any existing In[redacted]o be Novated to the Supplier.

2.3 The Supplier must advise the Customer/Participating Authority, in writing, of each aspect of the operating environment that is not suitable for the provision of Goods and/or Services, the action needed to remedy each aspect and a timetable for and costs of those actions. For the purpose of this Clause 'in writing' includes e-mail. Each Party shall be liable to pay for costs, in event of a Default, incurred due to inaccuracies, discrepancies, omissions, and damage therein.

2.4 Both Parties shall be entitled to recover any additional costs resulting from any unsuitable aspects of the operating environment, misinterpretation of the requirements or failure by the Parties to satisfy itself as to the accuracy of the due diligence information.

2.5 Both Parties will be responsible for ensuring they are in possession of the correct information from the other and for the accuracy of all information supplied to each Party in connection to the supply of Software Products and Associated Services 2.

3. Conflict of Interest

[redacted]

Contract. Any actions taken in relation to this Clause shall not prejudice or affect any right of action or remedy, which shall be accrued or hereafter be accrued to the [redacted] writing' includes [redacted]ntion of any fraud by employees of the Supplier (including all shareholders, directors and members) in connection with monies received from the Customer/Participating Authority.

4.2 Th[redacted]icipating Authority as soon as practically po[redacted] has occurred, or is likely to occur.

4.3 If [redacted]ny other Individual Contract in place with th[redacted]e Customer/Participating Authority may;

4.3[redacted]t with immediate effect, by giving the

4.3[redacted]irect costs incurred resulting from the [redacted]rom an Alternative Supplier, for the [redacted]t period, any loss as a consequence of the breach of this Clause.

4.4 This Clause shall apply during the Individual Contract period and for a period of two (2) years after the Individual Contract expiry date.

5. Warranties

The Supplier hereby represents and warrants to the Customer/Participating Authority that:

5.1 The Supplier sells the Goods and/or Services with full title guarantee and free from all encumbrances;

5.2 On delivery to the Customer/Participating Authority, the Goods and/or Services will be in strict accordance with the specification set out or referred to in the Purchase Order/Individual Contract;

5.3 Each of the Parties warrants its power to enter into this Individual Contract and has obtained all necessary approvals to do so.

[redacted]

5.6 The Goods and/or Services when delivered to the Customer/Participating Authority [redacted] be free from any [redacted] ational standards and with all applicable statutory requirements and regulations;

5.6.3 the Goods and/or Services will be fit and sufficient for the purpose intended by the Customer/Participating Authority as specified in the Purchase [redacted] l comply with all applicable laws and [redacted] Wales;

5.6 [redacted] t and will not infringe any intellectual [redacted]

5.7 Ea [redacted] ontained in Clause 5 (hereinafter referred to [redacted] separate representation or warranty and sh [redacted] other warranties or by any other term of th [redacted]

5.8 Th [redacted] r/Participating Authority has entered into this Individual Contract in reliance on the Warranties.

5.9 The Warranties shall continue in full force and effect notwithstanding delivery or payment for the Goods and/or Services and notwithstanding termination of this Individual Contract for any reason.

6. Duration of Individual Contract

In accordance with the 'Public Contract Regulations 2015' Individual Contracts based on a Framework Agreement are to be awarded before the end of the term of the Framework Agreement itself. The duration of the Individual Contract does not need to coincide with the duration of the Framework Agreement (48 months), but might, as appropriate, be shorter or longer. In particular, the Customer/Participating Authority is allowed to set the length of Individual Contracts based on a Framework Agreement taking account of factors such as the time needed for their performance, where maintenance of equipment with an expected useful life of more than four (4) years is included or where extensive training of staff to perform the Individual Contract is needed.

[redacted]

7.3 Where a Party acquires ownership of IPRs incorrectly under this Individual Contract it [redacted]gning them in [redacted] use of the other [redacted] otherwise

7.5 If there is an IPR Claim, the Supplier indemnifies the Contracting Authority and each Customer/Participating Authority against all losses, damages, costs or expenses (in[redacted]d as a result. The Supplier will have sole co[redacted]

7.6 If a[redacted]plier must at its own expense and the Cu[redacted]on, either:
[redacted]and the Customer/Participating Authority [redacted]ut infringing any third party IPR
[redacted]vith substitutes that don't infringe IPR [redacted]ionality or performance of the Goods

8. Severance

Any provision of this Individual Contract that is, or may be, void or unenforceable shall, to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this Individual Contract that shall remain in force to the fullest extent possible.

9. Waiver

No waiver or forbearance by either Party on any occasion (whether express or implied) in enforcing any of its rights under this Individual Contract shall prejudice its rights to do so in the future.

10. Assignment and Novation

Neither Parties shall Assign, Novate or otherwise dispose of any part of its rights and/or obligations under this Individual Contract without the explicit written authority of the other Party, which will not be unreasonably withheld.

[redacted]

[redacted] any loss resulting from such termination if:

[redacted] ting on his behalf
[redacted] ll have offered to
[redacted] on at any time as
[redacted] r having done or
[redacted] execution of this
[redacted] Contract with the Customer/Participating Authority or for showing or forbearing to show favour or disfavour to any person in relation to this Individual Contract or any other [redacted] er/Participating Authority.

12 [redacted] ntract with the Customer/Participating [redacted] employed by him or acting on his behalf [redacted] under the Public Bodies Corrupt Practices [redacted] ion Acts 1906 to 1916 or have given any [redacted] s an offence under the Local Government [redacted]

12 [redacted] d or adjusted the amount of the Tender [redacted] greement or arrangement with any other person or, before the time specified for the return of Tenders;

12.1.3.1 communicated to a person other than the Customer/Participating Authority the amount or the approximate amount of his Tender (except where the disclosure in confidence of the appropriate amount of his Tender was essential to obtain insurance premium quotations required for the preparation of his Tender).

12.1.3.2 entered into an agreement with any other person whereby that other person would refrain from tendering or as to the amount of any Tender to be submitted:

12.1.3.3 offered or paid to give or agreed to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described above.

[redacted]

13.2 In the event that the Suppliers staff fail to comply with this Clause, the [redacted]e the Individual [redacted]e other Party as [redacted] any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be ne[redacted]ual Contract or except where disclosure is ot[redacted]ons of this Individual Contract.

14.2 Th[redacted]cautions to ensure that all Confidential In[redacted]ticipating Authority under or in connection wi[redacted]

14[redacted]and professional advisors or consultants [redacted] with the Individual Contract as is strictly [redacted] the Individual Contract and only to the [redacted]ce of the Individual Contract;

14.2.2 is treated as confidential and not disclosed (without prior approval) or used by any staff or such professional advisors or consultants' otherwise than for the purposes of the Individual Contract.

14.3 Where it is considered necessary in the opinion of the Customer/Participating Authority, the Supplier shall ensure that staff or such professional advisors or

consultants sign a confidentiality undertaking before commencing work in connection with the Individual Contract.

14.4 The Supplier shall not use any Confidential Information received otherwise than for the purposes of the Individual Contract.

14.5 The provisions of Clauses 14.1 to 14.4 shall not apply to any Confidential Information received by one Party from the other:

14.5.1 which is or becomes public knowledge (otherwise than by breach of this [redacted]

14.6 Nothing in this Condition shall prevent the Customer/Participating Authority:

[redacted] mer/Participating

[redacted] National Audit Act [redacted] s with which the [redacted] Customer/Participating Authority has used its resources.

14.6.2 disclosing any Confidential Information obtained from the Supplier:

[redacted] office or agency of the Crown; or [redacted] d in providing any services to the [redacted] uthority for any purpose relating to or [redacted] Contract; [redacted] sing information under sub-paragraph [redacted] ustomer/Participating Authority discloses [redacted] h is necessary for the purpose concerned [redacted] rmation is treated in confidence and that [redacted] ng is given where appropriate.

14.7 Nothing in this Condition shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Individual Contract/Purchase Order in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

14.8 In the event that the Supplier fails to comply with this Clause 14, the Customer/Participating Authority reserves the right to terminate the Individual Contract/Purchase Order by notice in writing with immediate effect.

14.9 The Supplier and the Customer/Participating Authority hereby undertakes to the other that during the currency of this Individual Contract/Purchase Order and for the period of twelve (12) months following upon its termination or expiry it will not directly or by its agent or otherwise and whether for itself or for the benefit of any other person induce or endeavour to induce any officer or employee of the other to leave his employment.

14.10 For the purposes of the Customer/Participating Authority's undertaking under this Clause 14 the information shall be deemed to include all information (written or oral)

[redacted]

15.2 The Supplier shall and shall ensure that its Sub-Contractors shall

[redacted] cipating Authority
[redacted] two (2) working

[redacted] all information in
[redacted] cipating Authority
[redacted] period as the Customer/Participating Authority may specify) of the Customer/Participating Authority requesting that information; and

15[redacted]e as reasonably requested by the [redacted] to enable the Customer/Participating [redacted]st for information within the time for [redacted] the FOIA.

15.3 Th[redacted] be responsible for determining at its ab[redacted]

15[redacted]losure under the Freedom of Information [redacted]tion Regulations;

15.3.2 the information is to be disclosed in response to a request for information, and in no event shall the Supplier respond directly to a request for information unless expressly authorised to do so by the Customer/Participating Authority.

15.4 The Supplier acknowledges that the Customer/Participating Authority may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information

Act 2000, be obliged under the Code of Practice on Access to Government Information, the FOIA, or the Environmental Information Regulations to disclose Information:

15.4.1 without consulting with the Supplier; or

15.4.2 following consultation with the Supplier and having taken its views into account.

15.5 The Supplier shall ensure that all information produced in the course of the Individual Contract or relating to the Individual Contract is retained for disclosure and shall permit

[redacted]

17. Cumulative Remedies

[redacted]act, all remedies
[redacted]mulative and may
[redacted] remedy shall not
[redacted]edies.

18. Diversity

Throughout the duration of this Individual Contract the Supplier shall and in addition sh[redacted] discharge their obligations under this In[redacted]nd/or Services in accordance with their re[redacted]0 encompassing the provisions of the Sex Di[redacted]1976 (Amended 2000) and the Disability Di[redacted]ctice issued by the Equal Opportunities Co[redacted]lity and the Disability Rights Commission an[redacted]under this Individual Contract and provide th[redacted]nsistent with the Customer/Participating Au[redacted]

19. Li[redacted]

Individual Contracts/Orders will be subject to Liquidated Damages, where agreed in writing by the parties. The value of any such damages will be agreed between the Customer/Participating Authority and the Supplier and will be made up of demonstrable losses resulting from Supplier failing, payable to the impacted Parties. Losses will be restricted - i.e. to costs incurred or any required replacement or repair by the impacted Party, but shall exclude such this as expected profit.

20. Dispute Resolution Procedure/Arbitration

20.1 The Parties shall attempt to resolve any disputes (other than those relating to the termination of this Individual Contract in whole or in part) arising under or in relation to this Individual Contract by initially following the Escalation Procedure (Clause 29), in the event the Escalation Procedure fails to achieve agreement or in exceptional circumstances the Customer/Participating Authority reserves the right to refer the matter to the Dispute Resolution Procedure identified below.

[redacted]

[redacted] s described in this [redacted] out prejudice to a [redacted] d information, as [redacted] ered settlement [redacted] nt proceedings.

20.5 In the event that the Parties fail to agree the resolution of the dispute at the end of the mediation, and the Dispute Resolution Procedure has been exhausted, either Party may then invoke legal proceedings to seek determination of the dispute.

20.6 Th[redacted] oods and/or Services in accordance with th[redacted] spute has been resolved.

20.7 No[redacted] e shall prevent the Parties from seeking fro[redacted] n an interim order restraining the other Pa[redacted] her Party to do any act.

20.8 An[redacted] he Parties to this Individual Contract with re[redacted] r relating to this Individual Contract which ca[redacted] in so far as may be otherwise provided in this Individual Contract shall be referred to arbitration under the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof by a single arbitrator to be appointed by agreement between the Parties or in Default of Agreement by the President for the time being of the Chartered Institute of Arbitrators.

21. Jurisdiction

This Individual Contract shall be governed and construed in accordance with the Law of England and Wales. This Clause 21 may be adapted so that the Individual Contract is under Scottish or Northern Irish Law.

22. Non-Discrimination and Modern Slavery

22.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise).

[redacted]

alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

[redacted] in that could give [redacted] MSA Offence or [redacted] tely in writing if it [redacted] y of its officers, employees, agents or Sub-Contractors have, breached the Modern Slavery Act 2015.

23. Ti[redacted]

23.1 Ri[redacted]er/Participating Authority unless and until a [redacted]ised officer of the Customer/Participating Au[redacted] Customer/Participating Authority for any re[redacted]fected then risk in the Goods shall revert to [redacted]mer/Participating Authority notifying the Su[redacted]

23.2 Ti[redacted]stomer/Participating Authority shall pass to [redacted]on payment of the relevant invoice(s) in accordance with Clause 24.2. This excludes any Supplier equipment used to provide the Service where title will remain with the Supplier.

23.3 In the instance that a Customer/Participating Authority changes its operating status, i.e. Funded School to Academy, all rights and support as previously granted in relating to the Goods and/or Services will be transferred at no cost to the new body.

24. Invoicing and Payment

24.1 Invoices should be submitted in accordance with the instructions received from the Participating Authority/Customer or their delegated representative, quoting relevant reference numbers and should contain a summary of transactions/work completed.

24.2 Where appropriate the Supplier shall accept payment through a government procurement card/purchasing card and should be able to operate within a cashless payment system.

[redacted]

24.5 Should the customer fail to pay undisputed invoices on three consecutive occasions, the Supplier may give the Customer thirty (30) days' notice that it will cease/withhold [redacted] delivery of all the [redacted]rchase Order and [redacted] delivery of each [redacted]mer/Participating [redacted] Authority of a detailed invoice showing correct invoice value (and where VAT is payable, a VAT invoice) clearly stating the Individual Contract/Purchase Order Number as appropriate.

24.7 W[redacted]en complied with payments will normally be[redacted]rity within thirty (30) days of the tax point of [redacted] Authority reserves the right to withhold pa[redacted] have not been complied with.

24.8 Th[redacted]ld responsible for payments due from in[redacted]d/or Participating Authorities.

25. No[redacted]

Any notice to be served on either of the Parties by the other shall be in writing and sent by first class post to the address of the relevant Party shown at the head of the Purchase Order/Individual Contract, e-mail or fax and shall be deemed to have been received by the addressee within seventy two (72) hours of posting or twenty four (24) hours if sent by e-mail or fax to the correct e-mail address or fax number of the addressee (within the case of a fax, a correct answerback).

26. Disruption

26.1 The Supplier shall take reasonable care to ensure that the performance of the Individual Contract by the Supplier does not disrupt the operations of the Customer/Participating Authority, its employees and any of its Suppliers working under control of the Customer/Participating Authority.

26.2 The Supplier shall inform the Customer/Participating Authority as soon as practically possible of any potential or actual industrial action that will cause effect to the Customer/Participating Authority and delivery to the Individual Contract.

[redacted]

27.1 The Customer/Participating Authority reserves the right to reject the use of any [redacted] cipating Authority [redacted] n include, but are [redacted] ncial risk, criminal [redacted] om any liability to [redacted] d Services and the Supplier shall be responsible for the acts, defaults, or neglect of any Sub-Contractor or their agents or employees in all respects as if they were the acts, defaults or neglects of th[redacted]

27.2 Th[redacted] -contract or in any way dispose of the In[redacted] hout written prior approval from the Cu[redacted] not be unnecessarily withheld.

27.3 Th[redacted] and omissions of its Sub-Contractors.

27.4 W[redacted] ier to engage Sub-Contractors, a copy of th[redacted] e Customer/Participating Authority.

27.5 subject to Clause 27.7 the Supplier may Novate or otherwise dispose of its rights and obligations under the Individual Contract or any part thereof to:-

27.5.1 any Customer/Participating Authority

27.5.2 any body established by the Crown or under statute in order to substantially perform any functions that had previously been performed by the Customer/Participating Authority.

27.5.3 any private/third sector body which substantially performs the functions of the Customer/Participating Authority.

Provided that any such Novation or other disposal shall not increase the burden of the Suppliers obligations under the Individual Contract.

27.6 Any change to the legal status of the Customer/Participating Authority shall not, subject to Clause 27.7, affect the validity of the Individual Contract. In such circumstances the Individual Contract shall bind and inure to the benefit of any successor body to the Customer/Participating Authority.

[redacted]

[redacted] previous consent in writing of the Supplier.

[redacted] any Confidential [redacted] of the Suppliers [redacted] cumstances the [redacted] e to use such [redacted] formance of the [redacted] purposes and shall take all steps to ensure that the transferee gives a Confidential Information undertaking in relation to the Confidential Information.

27.9 Ea[redacted]ry out, or use reasonable endeavours to ca[redacted]g the issue of further documentation that th[redacted] for the purpose of giving the other Party th[redacted]dual Contract.

28. Ac[redacted]

28.1 If [redacted]wing the submission and acceptance of a co[redacted]tomer/Participating Authority, the Cu[redacted]he right to remove such condition at any time during the term of the Individual Contract without penalty or occurring additional cost by the giving of thirty (30) days' notice in writing.

28.2 The Supplier in accepting the Customer/Participating Authority's request for removal of said condition shall continue to provide the remaining element of the Individual Contract in accordance with the Terms and Conditions as stated in the Individual Contract.

28.3 If the Supplier rejects the Customer/Participating Authority request for removal of said condition or wishes to increase the cost of delivery of the remaining Goods/Service then the Customer/Participating Authority reserves the right to terminate the Individual Contract by the giving of notice in accordance with the Termination Clause 31 contained herein.

[redacted]

[redacted]

[redacted]

Section Four – Part Compulsory Terms and Conditions

29. Escalation Process

The following outlines the formal escalation process that shall be followed in the event that a Supplier, Participating Authority or Customer may experience a problem(s) that it is unable to resolve.

Level One
The Customer/Participating Authority and Supplier will agree to use all reasonable endeavours

[redacted]

In the event that both Levels One and Two are exhausted without resolution then the Parties shall agree to follow the Dispute Resolution Procedure (Clause 20).

[redacted]

			imescales for Completion
1	Ordering / Customer	Manager	n (10) working days from notification
2	Authorised Representative of [redacted]	Regional Account anager or Sales Director	Ten (10) working days from notification to enact
3	[redacted]	ompany Director	Fifteen (15) working days from notification

30. Lia[redacted]

These Cl[redacted]
30.1 Th[redacted]

30.1.1 death or injury resulting from its own or that of its employees' agents or Sub-Contractors' negligence; and

30.1.2 all damage suffered by either Party as a result of the implied statutory undertakings as to title quiet possession and freedom from encumbrances

Shall **not** be limited.

30.2 In order to cover its liabilities the Supplier shall maintain, and require that any permitted Sub-Contractors maintain, as a minimum throughout the Individual Contract Period;

30.2.1 Product Liability Insurance – limit £5 million (Five million pounds sterling) per claim or series of related claims

30.2.2 Public Liability Insurance – limit £10 million (Ten million pounds sterling) per claim or series of related claims

[redacted]

30.2.6 The Supplier is responsible for comprehensively insuring all fleet items [redacted] party claims and [redacted] or control of the [redacted] ation or at

30.3 The following provisions, and the provisions of Clauses 39.2.1.1 to 39.2.1.5 set out both Parties liability (including any liability for the acts and omissions of its employees, ag[redacted]

29[redacted] ligations arising under this Individual [redacted]

29[redacted] tortuous act or omission including [redacted] ection with this Individual Contract

30.4 Ar[redacted] Party, its employees, agents or Sub-Co[redacted] the purposes of this Clause 30 be known as[redacted]

30.5 The Supplier shall not be liable to the Customer/Participating Authority in respect of any event of Default for loss of profits, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Customer/Participating Authority as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Supplier had been advised of the possibility of the Customer/Participating Authority incurring the same.

30.6 If a number of events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Individual Contract.

30.7 The Customer/Participating Authority will afford the Supplier an agreed number of days (up to 30 days) in which to remedy any event of Default exclusive of the Service Level Agreement (SLA) associated Key Performance Indicators (KPI's) and the Escalation process.

30.8 Except in the case of an event of Default arising under Clause 30.4 the Supplier shall have no liability to the Customer/Participating Authority in respect of any direct losses

[redacted]

Customer/Participating Authority to affect such insurance on behalf of the Supplier shall be recoverable from the Supplier or, at the [redacted] money owed to [redacted] ble cover within [redacted]

30.10.3 cancel this Individual Contract with immediate effect.

31. Termination

31.1 Th[redacted] terminate the Individual Contract with jus[redacted]y the Parties, on giving the Supplier sixty (6[redacted]

31.2 Th[redacted]e entitled immediately to terminate the In[redacted] Supplier the amount of any loss resulting fro[redacted]aterial Breach of any of the terms of this In[redacted]

31.3 Th[redacted]terminate the Purchase Order/Individual Contract at any time before all of the Goods and/or Services are delivered by giving written notice and thereafter:

31.3.1 the Supplier shall cease to be bound to deliver and the Customer/Participating Authority shall cease to be bound to receive delivery of any further Goods and/or Services;

31.3.2 the Customer/Participating Authority shall cease to be bound to pay that part of the Price that relates to the Goods and/or Services that have not been delivered, unless a termination fee (which cannot exceed the value of the remaining period of the Individual Contract/Order) has been agreed as part of the Individual Contract/Order;

31.3.3 the Customer/Participating Authority shall not be liable for any loss or damage whatsoever arising from such termination.

31.4 The Customer/Participating Authority may terminate this Individual Contract at any [redacted]

31.5.2 where no notification has been made, the date that [redacted] the Change of [redacted] nted prior to the [redacted]

Termination on Default

31.7 The Customer/Participating Authority may terminate the Individual Contract by giving wr[redacted]e effect if the Supplier commits a Default an[redacted]

31[redacted]he Default to the requirements of the [redacted]within twenty (20) working days, or such [redacted] Customer/Participating Authority, after [redacted] Default and requesting the Default to be [redacted]

31[redacted] in the reasonable opinion of the [redacted]f remedy; or

31.7.3 the Default is a Material Breach of the Individual Contract. In the event of a Material Breach the Customer is entitled to claim reasonable costs from the Supplier

31.8 If the Customer/Participating Authority fails to pay the Supplier undisputed sums of money when agreed by Individual Contract, the Supplier shall notify the Customer/Participating Authority in writing of such failure to pay. If the

Customer/Participating Authority fails to pay such undisputed sums then: -

31.8.1 Interest on payment shall not be subject to the Late Payment of Commercial Debts Interest Act, 1998 and as amended and supplemented by the Late Payment of Commercial Debts Regulations, 2002 until the completion of the Dispute Resolution Process or receipt of the decision from the adjudicator, in accordance with the agreed Dispute Resolution process.

31.8.2 All undisputed sums due from either of the Parties to the other which are not paid on the due date agreed in the Individual Contract shall bear interest from

[redacted]

31.11 All termination or coming to an end of this Individual Contract shall be without [redacted]ct and all of the [redacted] of this Individual [redacted]ithstanding such

31.12 Individual Contracts will continue to run even if the Framework Agreement is terminated unless terminated by the Customer/Participating Authority under this Cl[redacted]

Termina[redacted]

31.13 Th[redacted] the Individual Contract /Purchase Order, by[redacted]

31[redacted] accepting upgrades, patches etc or the [redacted]aid within the agreed time period and [redacted]hanges to the requirement, not agreed by [redacted]

Consequences of Termination

31.14 Where the Customer/Participating Authority terminates the Individual Contract under Clause Termination on Default (31.7 – 31.11) and then makes other arrangements for the supply of the products the Customer/Participating Authority may recover the reasonable costs, from the original Supplier, incurred to make those arrangements and any additional costs incurred during the remainder of the original Contract Period.

Where the Individual Contract is terminated under the Clause Termination on Default (31.7 – 31.11) no further payments shall be payable to the Supplier by the Customer/Participating Authority, until the Customer/Participating Authority has established the final cost for making these arrangements.

32. Recovery upon termination

On termination of the Individual Contract for any reason, the Supplier shall;

32.1 Return to the Customer/Participating Authority all confidential Information and any [redacted]

32.4 Compliance with Clause 32.1 and 32.2 shall be within five (5) working days from termination of the Individual Contract.

[redacted] n Legislation, the [redacted] is the Processor. [redacted] etermined by the [redacted] and may not be determined by the Supplier.

33.2 Th[redacted] Authority and/or Customer/Participating Au[redacted] rs that any of the Contracting Authority an[redacted] nstructions infringe the Data Protection Le[redacted]

33.3 Th[redacted] tance to the Contracting Authority and/or Cu[redacted] paration of any Data Protection Impact As[redacted] ing. Such assistance may, at the discretion of [redacted] r/Participating Authority, include:

33[redacted] nvisaged processing operations and the purpose of the processing;

33.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

33.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

33.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

33.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Individual Contract:

33.4.1 process that Personal Data only in accordance with such agreement as stated in 33.1, unless the Supplier is required to do otherwise by law. If it is so required the Supplier shall promptly notify the Contracting Authority and/or Customer/Participating Authority before processing the Personal Data unless

[redacted]

33.4.3 ensure that:

[redacted] Data except in [redacted] nd integrity of any [redacted] Data and ensure [redacted]

(A) are aware of and comply with the Supplier's duties under this Clause;

(B) are subject to appropriate confidentiality undertakings with the [redacted] ocessor;

[redacted] nfidential nature of the Personal Data and [redacted] e or divulge any of the Personal Data to [redacted] s directed in writing to do so by the [redacted] and/or Customer/Participating Authority [redacted] ted by this Individual Contract; and [redacted] uate training in the use, care, protection [redacted] al Data;

33 [redacted] of the EU unless the prior written consent [redacted] or Customer/Participating Authority has been obtained and the following conditions are fulfilled:

(i) the Contracting Authority and/or Customer/Participating Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Contracting Authority and/or Customer/Participating Authority;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Contracting Authority and/or Customer/Participating Authority in meeting its obligations); and

(iii) the Supplier complies with any reasonable instructions notified to it in advance by the Contracting Authority and/or Customer/Participating Authority with respect to the processing of the Personal Data;

33.4.5 at the written direction of the Contracting Authority and/or [redacted]

33.5.3 receives any other request, complaint or communication relating to either [redacted] oner or any other [redacted] cessed under this [redacted]

33.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

33 [redacted] t.

33.6 Th [redacted] ause 33.5 shall include the provision of fu [redacted] uthority and/or Customer/Participating Au [redacted] ble.

33.7 Ta [redacted] ocessing, the Supplier shall provide the Co [redacted] icipating Authority with full assistance in re [redacted] er Data Protection Legislation and any co [redacted] under Clause 33.5 (and insofar as possible within the timescales reasonably required by the Customer/Participating Authority) including by promptly providing:

33.7.1 the Contracting Authority and/or Customer/Participating Authority with full details and copies of the complaint, communication or request;

33.7.2 such assistance as is reasonably requested by the Customer/Participating Authority to enable the Contracting Authority and/or Customer/Participating

Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

33.7.3 the Contracting Authority and/or Customer/Participating Authority, at its request, with any Personal Data it holds in relation to a Data Subject;

33.7.4 assistance as requested by the Contracting Authority and/or Customer/Participating Authority following any Data Loss Event;

33.7.5 assistance as requested by the Contracting Authority and/or Customer/Participating Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Contracting Authority and/or Customer/Participating Authority with the Information [redacted]

[redacted] ating Authority [redacted] to the rights and [redacted] the Contracting [redacted] Authority and/or [redacted]

33.10 The Supplier shall designate a data protection officer if required by the Data Protection Le[redacted]

33.11 Be[redacted] cess any Personal Data related to this In[redacted]

33[redacted] d/or Customer/Participating Authority in [redacted] or and processing;

33[redacted] f the Contracting Authority and/or [redacted]

33[redacted] h the Sub-Processor which give effect to [redacted] such that they apply to the Sub-Processor; and

33.11.4 provide the Contracting Authority and/or Customer/Participating Authority with such information regarding the Sub-Processor as the Contracting Authority and/or Customer/Participating Authority may reasonably require.

33.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-Processor.

33.13 The Contracting Authority and/or Customer/Participating Authority may at any time, on no less than thirty (30) working days' notice, revise this Clause by replacing it with any applicable Controller to Processor standard Clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Individual Contract).

33.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Contracting Authority and/or Customer/Participating Authority may on not less than thirty (30) working days' notice to the Supplier amend this Framework Agreement to ensure that it complies with any guidance issued by the [redacted]

[redacted]

[redacted]

[redacted]

Section Five – Non-Compulsory Terms and Conditions

34. Price and Variation

34.1 The Price shall be the Price agreed on award of the Individual Contract. The Price shall include:

34.1.1 the delivery of the Goods and/or Services and any supporting documentation;

34.1.2 the provision of any required supporting Services; and

[redacted]

[redacted]ed as a result of a [redacted]) specified in the Individual Contract/Purchase Order.

35.2 The Goods and/or Services shall be delivered in the manner and quantity specified by th[redacted]ndividual Contract/Purchase Order.

35.3 Th[redacted]nsible for arranging carriage of the Goods an[redacted]the Supplier.

35.4 Th[redacted]ours to deliver the Goods and/or Services to [redacted]act/Purchase Order (and/or, in the case of ele[redacted] to the email address or other electronic lo[redacted]ices by any delivery date specified on the In[redacted]

35.5 The Goods and/or Services shall be deemed not to have been delivered unless and until the Customer/Participating Authority has signed a delivery note acknowledging delivery (and, if specified on the Individual Contract/Purchase Order, installation) of the Goods and/or Services; (and for the avoidance of doubt where the Goods and/or Services are to be delivered by instalments the relevant delivery note for deemed delivery shall be the one signed on delivery of the final instalment) or, in the case of electronic delivery of Goods, the Supplier receives confirmation of receipt.

35.6 The Supplier shall notify the Customer/Participating Authority immediately on becoming aware that it may be unable to deliver or install the Goods and/or Services to or at the premises specified in the Individual Contract/Purchase Order on the day and/or time specified in the Individual Contract or in accordance with any instructions specified.

35.7 In the event of any failure on the part of the Supplier to deliver the Goods and/or Services in accordance with this Individual Contract/Purchase Order the Customer/Participating Authority may (without prejudice to its other rights under this Individual Contract/Purchase Order):

[redacted]

Customer/Participating Authority shall have the right to reject such Goods and/or Services within a reasonable time and to purchase Goods and/or Services elsewhere as [redacted] cumstances shall [redacted] cipating Authority [redacted] not prejudice the [redacted]

[redacted] he Supplier, at the Supplier's own risk and expense, to collect and replace any rejected Goods and if the Supplier does not remove the rejected Goods within the advised timescale the Customer/Participating Authority shall be entitled to arrange for the removal of the Go[redacted] to the Supplier.

35.10 In [redacted] Authority rejects any Goods it may (at its ab[redacted]

35[redacted] urchase Order or any part thereof without [redacted] emedies; and/or

35[redacted] plier all extra costs and expenses arising [redacted] jection of the Goods including, but not [redacted] lternative as close to the specification as possible Goods and/or Services from elsewhere.

36. Technical Support

With effect from the acceptance date, as agreed between both Parties, the Supplier shall provide, in respect of all of the Goods and/or Services provided, a level of technical support as defined within the Individual Contract/Purchase Order.

37. Replacement and Substitution of Personnel

If requested by the Customer/Participating Authority to maintain nominated or trained staff to deliver Goods and/or Services then the Supplier shall take all reasonable actions to ensure that nominated staff are maintained to ensure compliance with the request. If staff are replaced or substituted by the Supplier then the Supplier should notify the Customer/Participating Authority and ensure that the replaced or substituted staff are aware of the requirements whilst at the Customer/Participating Authority or other nominated premises.

[redacted]

39.2 The Customer/Participating Authority and Supplier Indemnity shall be limited as [redacted] ility shall be one [redacted] al value of the [redacted] Period in respect [redacted] ng legal and other professional fees and expenses) awarded against or incurred or paid by the Customer/Participating Authority as a result of or in connection with:

39.2.1.1 any breach (in whole or part) of any of the Warranties on the part of [redacted] Clause 5;

[redacted] o the extent that such damage is caused [redacted] om the Goods and/or Services;

[redacted] the Customer/Participating Authority in [redacted] s, damage, Cost or expense sustained by [redacted] g Authority employees, Sub-Contractors [redacted] party to the extent that such liability loss [redacted] caused by or relates to or arises from the [redacted]

39.2.1.4 any negligent act or omission of the Supplier or its employees agents or Sub-Contractors in supplying and delivering the Goods and/or

Services which causes financial loss to the Customer/Participating Authority; or

39.2.1.5 any liability which the Customer/Participating Authority incurs under the Consumer Protection Act 1987 as a result of the acts or omissions of the Supplier in providing the Goods and/or Services.

39.3 The Contracting Authority/Customer/Participating Authority will:

39.3.1 take all reasonable steps to mitigate its losses in relation to any claim under

[redacted]

40. Set-Off and Counterclaim

[redacted]e to the Supplier, [redacted]any lawful set-off [redacted]y at any time be

41. Publicity

41.1 The Supplier shall not, without prior written permission of the Customer/Participating Au[redacted]t the Supplier is undertaking work for any Cu[redacted]ake responsible steps to ensure that its se[redacted]rs, Suppliers, professional advisors and co[redacted]

41.2 Th[redacted]e entitled to publicise in accordance with leg[redacted]ting Authority, including any examination of [redacted]

41.3 Th[redacted]to damage the reputation of the Cu[redacted]he Customer/Participating Authority into disrepute.

42. Security

42.1 The Supplier shall comply with all reasonable requests from the Customer/Participating Authority whilst delivering to the Customer/Participating Authority's premises or premises under the control or responsibility of the Customer/Participating Authority.

42.2 The Customer/Participating Authority shall provide to the Supplier all information available to ensure that the Supplier can comply with Clause 42.1.

43. Records and Audit Access

43.1 The Supplier shall keep all full and accurate records and accounts appertaining the Individual Contract for one (1) year after expiry of the Individual Contract termination, or as long as required by the Individual Contract.

43.2 The Supplier shall ensure that all accounting records are kept in accordance with good [redacted] Supplier accepts that direct control of the auditor is outside the control of the [redacted]ntial Information [redacted] to complete the [redacted] Material Breach is identified in which case the Supplier will reimburse the Customer/Participating Authority with all costs incurred in relation to that audit and subsequent action in re[redacted]

44. Va[redacted]

44.1 Su[redacted]he Customer/Participating Authority may re[redacted]ordered provided that such variation does no[redacted]er. Such a change is hereinafter called a "v[redacted]

44.2 Th[redacted] request a variation by completing and se[redacted]endix 1 ("Change Control Notice") to the Supplier giving sufficient information for the Supplier to assess the extent of the variation and any additional cost that may be incurred. The Supplier shall respond to a request for a variation within the time limits specified in the Change Control Notice. Such time limits shall be reasonable having regard to the nature of the Order.

44.3 In the event that the Supplier is unable to provide the variation to the Goods and/or Services or where the Parties are unable to agree a change to the Individual Contract Price, the Customer/Participating Authority may: -

44.3.1 agree to continue to perform their obligations under the Individual Contract without the variation; or

44.3.2 terminate the Individual Contract with immediate effect, except where the Supplier has already delivered part or all of the Order in accordance with the Order form or where the Supplier can show evidence of substantial work

[redacted]

the manner in which any Goods and/or Services have been supplied or about the materials or procedures used or about any other matter connected with the [redacted] ontract, then the [redacted] o investigate the [redacted] etion, uphold the [redacted] .11 Termination -

45.2 In the event that the Customer/Participating Authority is of the reasonable opinion that there has been a material breach of the Individual Contract by the Supplier, then the Customer/Participating Authority may, without prejudice to its rights under 31.7 – 31.11 Termination - (Termination on Default), do any of the following:-

45 [redacted] l Contract, itself supply or procure the [redacted] and/or Services until such time as the [redacted] to the reasonable satisfaction of the [redacted] at the Supplier will once more be able to [redacted] s and/or Services in accordance with the [redacted]

45 [redacted] the Individual Contract, terminate the [redacted] part of the Goods and/or Services only (whereupon a corresponding reduction in the Individual Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Goods and/or Services;

45.2.3 terminate, in accordance with Clause 31.7–31.11 – Termination - (Termination on Default), the whole of the Individual Contract; and/or

45.2.4 charge the Supplier for, and the Supplier shall pay, any costs reasonably incurred by the Customer/Participating Authority (including any reasonable administration costs) in respect of the supply of any part of the Goods and/or Services by the Supplier or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Goods and/or Services and provided that the Customer/Participating Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods and/or Services.

45.3 If the Supplier fails to supply any of the Goods and/or Services in accordance with the [redacted]

45.4.2 persistently fails to comply with Clause 45.3 above;

[redacted]dividual Contract [redacted]g.

[redacted]mer/Participating [redacted] accordance with, [redacted]ual Contract, the [redacted]y one or more of the following remedies at its discretion whether or not any part of the Goods and/or Services have been accepted by the Customer/Participating Authority: -

45[redacted]

45[redacted] (in whole or in part) and return them to [redacted]he Supplier on the basis that a full refund [redacted]returned shall be paid forthwith by the [redacted]

45[redacted]hority's option to give the Supplier the [redacted]nse to either remedy any defect in the [redacted] replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Individual Contract are fulfilled;

45.5.4 to refuse to accept any further deliveries of the Goods and/or Services but without any liability to the Customer/Participating Authority;

45.5.5 to carry out, at the Suppliers expense, any work necessary to make the Goods and/or Services comply with the Individual Contract; and

45.5.6 to claim such damages as may have been sustained in consequence of the Suppliers breach or breaches of the Individual Contract.

46. Monitoring of Contract Performance

The Supplier shall comply with the monitoring arrangements set out in the Individual Contract/ Order form including, but not limited to, providing such data and information as the Customer/Participating Authority may be required to produce under the Individual Contract.

[redacted]

[redacted]

[redacted]

Appendix 1 Change Control Notice (CCN)

This notice is to be completed whenever there is a modification, addition or deletion from the original Individual Contract documentation. Failure to embed the change into the Individual Contract may cause contractual issues. This document is to be signed by an authorised representative of the Supplier and the Customer/Participating Authority.

Sequential Number: ……..

Title: …….

[redacted]

Changes to the Individual Contract referred to in (1) above

[redacted]

Signed for and on behalf of the Supplier

By ……

[redacted] ……

[redacted] ……

[redacted] ……

[redacted] ……

[redacted] ……

Name ……

Title ……

Date……