



# Form of Direct Award

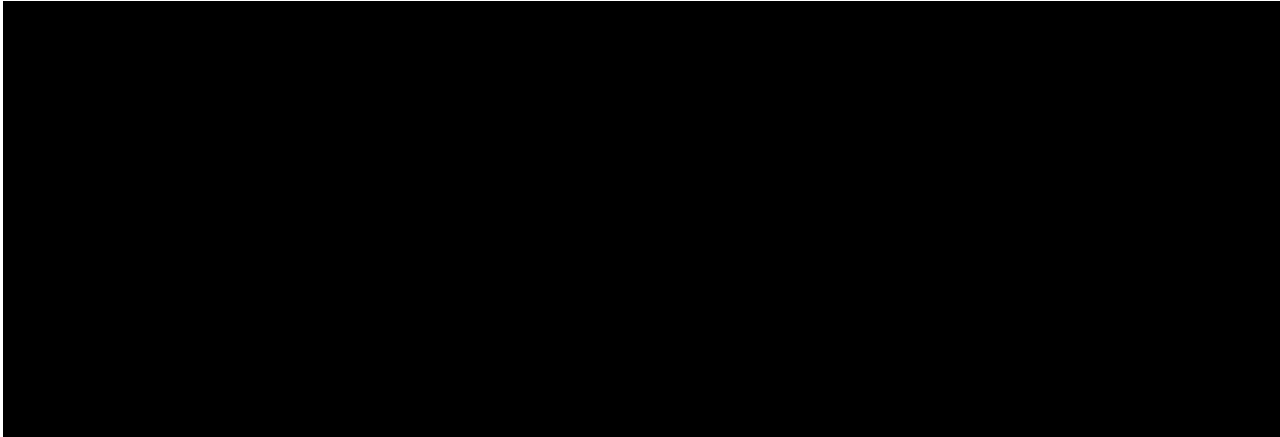


DDaT22329

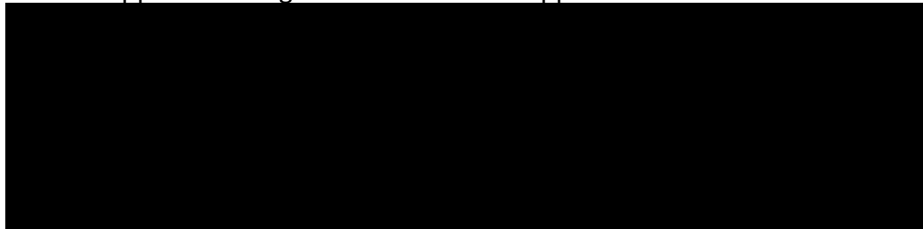
**FORM OF DIRECT AWARD**Award Reference: **Y20011 Software Products and Associated Services 2**

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 14<sup>th</sup> July 2022 - 13<sup>th</sup> July 2023

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

Name of Supplier and Registration Number if applicable:

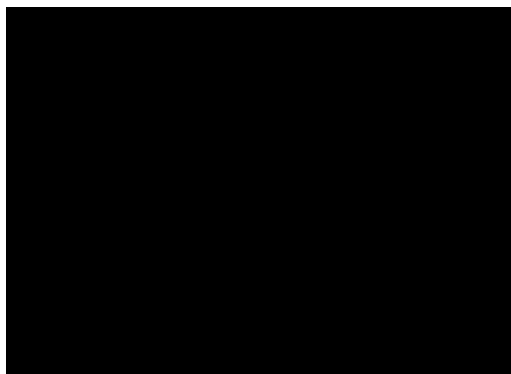


Registered

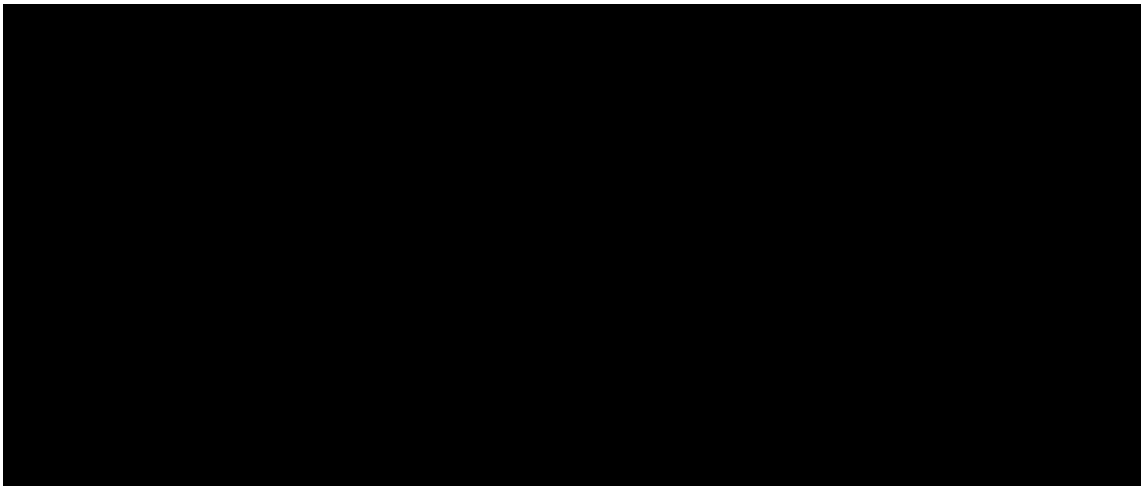
Address: Solar House, Fieldhouse Lane, Marlow, Bucks, SL7 1LW

Telephone:

Fax:

E-Mail  
Address:

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


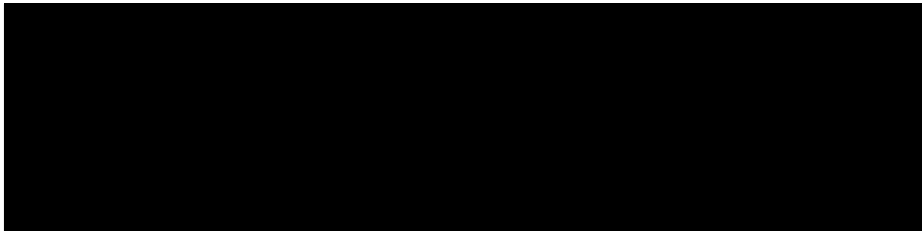


**APPENDIX A****CONTRACT DURATION**

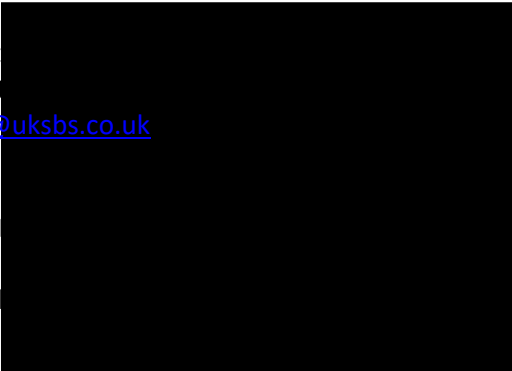
The contract will begin on the 14<sup>th</sup> July 2022 and will expire on 13<sup>th</sup> July 2023.

**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 QVR5FA02AWSD V4

**CONTACTS****PAYMENT PROFILE**

The Customer shall pay the Supplier, following a valid invoice from the Supplier, quoting the reference DDaT22329. Invoices to be sent to [finance@uksbs.co.uk](mailto:finance@uksbs.co.uk)

**COMMENTS**

The total price is £7 excluding VAT as per the breakdown overleaf

# 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: OVREEA02AWS D 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
<b>Total (GBP)</b>	<b>£206,689.27</b>

[Terms & Conditions](#)

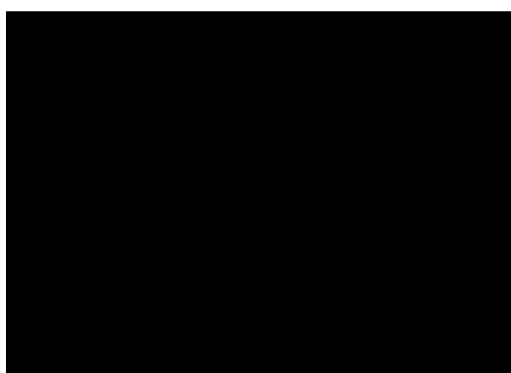
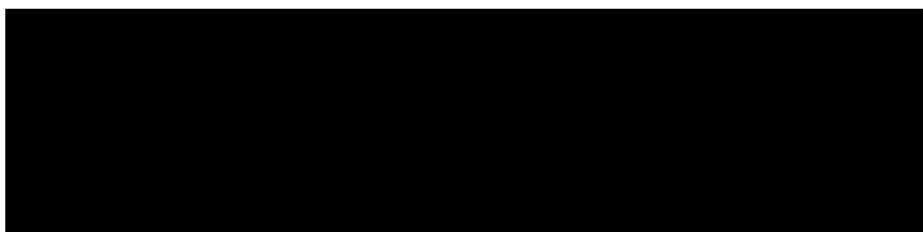
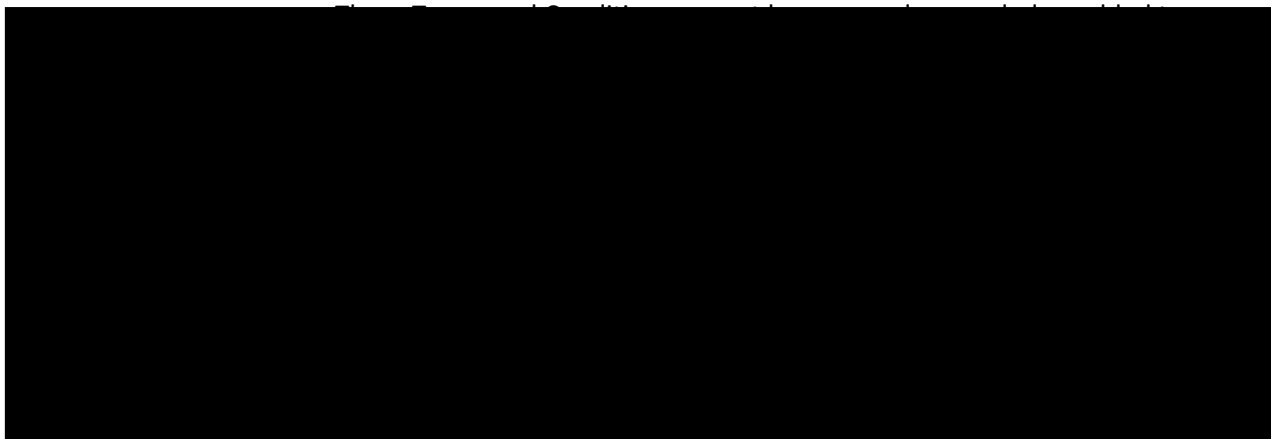
**Individual Contract Terms and Conditions Y20011**

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

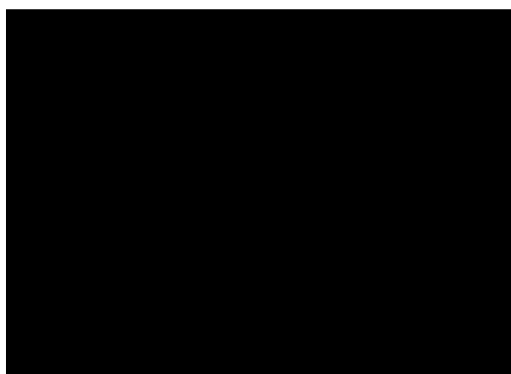
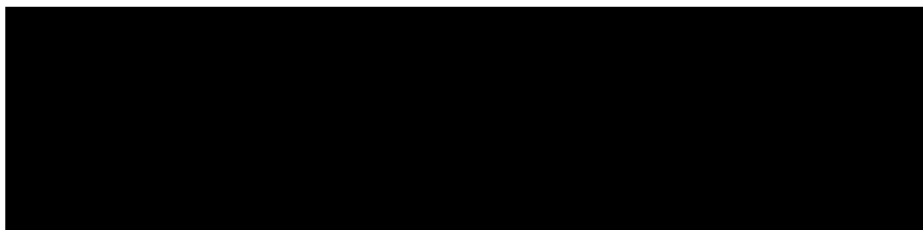
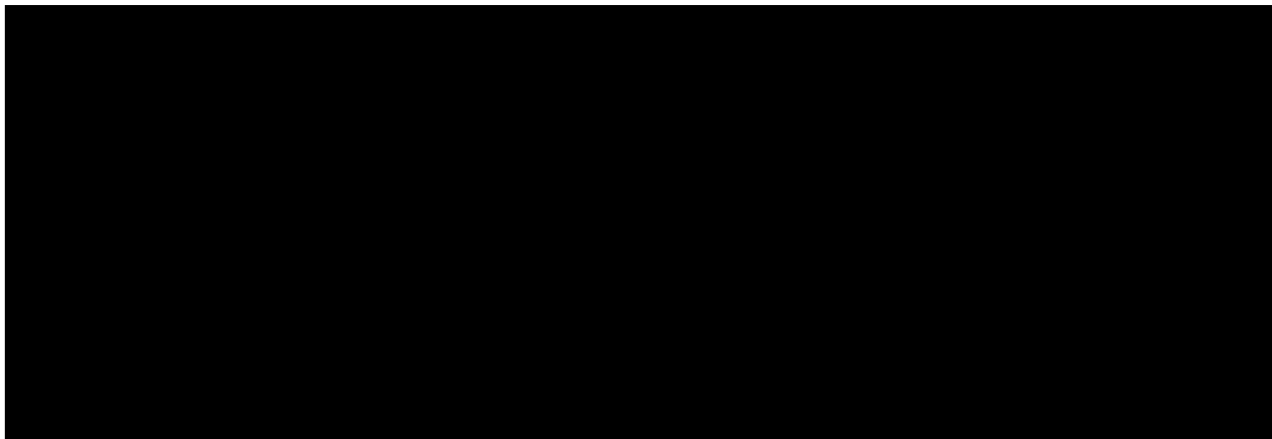
Section Two – Definitions and Interpretations

Section Three – Compulsory Terms and Conditions



<b>Section One</b>		
Individual Contract Award		
<b>Section Two</b>		
Definitions and Interpretations		
<b>Section Three - Compulsory Terms and Conditions</b>		
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## 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

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

is awarded on the 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 Individual Contract Terms and Conditions. Any such amendments will be contained within the Further Competition Individual Contract.

In order to comply with the 'Public Contract Regulations 2015' when re-opening competition under the Framework Agreement the Participating Authority should follow the steps below:

1. The Participating Authority should invite all Suppliers on the Framework Agreement to submit a response covering the particular requirement.
2. The Participating Authority should 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

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

#### Headline Assessment Criteria

in 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 making an Award Order. If a Framework Agreement is concluded with more than one Supplier:

- a Supplier must be able to supply the works, services and supplies concerned
  - the Supplier must be able to supply the required Goods/Services within the Customers timescales
  - the Supplier must be able to supply the required Goods/Services within the Customers timescales
- which of the Suppliers on the Framework Agreement is the best value for money in the procurement documents.

In accordance with the Framework Agreement Award Orders may be placed under this Framework Agreement if the Supplier meets 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**

#### **Direct Award Orders**

The Customer/Participating Authority awarding under Direct Award shall

[REDACTED] ment in order to  
[REDACTED] eous Solution;  
[REDACTED] successful Supplier  
[REDACTED] or the Customers

- Participating Authority's Order number
- Framework Agreement reference number
- Full details of their requirement including delivery information

[REDACTED] ment to whom delivery is to be made

All Orders must be confirmed by post or telephone. Suppliers are required to confirm orders placed via telephone must be confirmed in writing (written confirmation 'in writing' will include e-mail).

Orders placed by [REDACTED] must be confirmed in writing.

## Interpretations

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

\_\_\_\_\_

graphy, display on

At all times, the Supplier shall be an independent contractor. The Supplier shall create or imply any form of relationship, including but not limited to, of agency, partnership or joint venture between the Supplier and the Client, consequently neither the party to the Framework Agreement nor the other party unless specifically mentioned within the Framework Agreement.

UK OFFICIAL

## 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]	
	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] assets, trading practices, [REDACTED] intellectual property, [REDACTED] sensitive personal data [REDACTED] within the Data Protection Act, but always subject to the Freedom of Information Act.
Contract Year	Means twelve (12) months from the official Framework Agreement start date.
Contracting Authority	Means the public sector body, in this instance Kent County Council (via KCS Professional Services), that has been designated to take responsibility for the Tender process, and has the ultimate information and overarching responsibility for the Framework Agreement
Controller	Means the Controller defines the purposes and means of processing Personal Data to ensure contracts with Processors in accordance with the GDPR.
Cost Price	Means 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
	to Personal
	or of
	ors
	ter
	of the Framework Agreement and/or Individual/Contract and in respect of which such party
	directly with a Supplier via detailed in Schedule
	petition.
	either Party that is Agreement and/or
	Individual Contract/Order. Such documents might include, but not be limited to, user guides and operating manuals.
Force M	any act, event or cause beyond the reasonable of either Party
Framev	the overarching Framework Agreement on the Contracting Authority and the Supplier which Orders and Individual Contracts are made shall include all terms, conditions and as stated, within and under which Individual Contracts may be entered into by Participating Authorities/Customers and the 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
		ity
		for a ency e or f, its
		(in the case of a company) having a winding up order made or (except for the purposes of reconstruction or
		voluntary winding up is anager administrator or ointed 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
Law		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 ce or code of practice, judgment of a relevant f law, or directives or requirements with which evant Party is bound to comply;
Liquidated		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.

[illegible]



[illegible]

## 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.

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: -

of which, when  
 constitute the whole  
 Agreement.

### 2. Due Diligence and Accuracy of Information

- 2.1 Before the Supplier commences the performance process prior to Individual Contract completion, the Supplier shall provide the Customer/Participating Authority with the following details relating to the suitability of the operating processes and procedures and the Supplier's financial stability; ownership, full details of the Supplier's financial stability of Customer/Participating Authority Goods and/or Services and any existing Intellectual Property Rights to be Novated to the Supplier.
- 2.2 Before the Supplier commences the performance process prior to Individual Contract completion, the Supplier shall provide the Customer/Participating Authority with the following details relating to the suitability of the operating processes and procedures and the Supplier's financial stability; ownership, full details of the Supplier's financial stability of Customer/Participating Authority Goods and/or Services and any existing Intellectual Property Rights to 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

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] tion 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 The Supplier shall notify the Customer/Participating Authority as soon as practically possible if a breach of this Clause has occurred, or is likely to occur.
- 4.3 If the Supplier is in breach of this Clause, the Customer/Participating Authority may;
- 4.3.1 terminate this Contract with immediate effect, by giving the [REDACTED];
- 4.3.2 recover direct costs incurred resulting from the [REDACTED] from an Alternative Supplier, for the remainder of the Individual Contract 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.

- 5.6 The Goods and/or Services when delivered to the Customer/Participating Authority

shall be free from any  
 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

and will comply with all applicable laws and  
 Wales;

- 5.6.4 and will not infringe any intellectual

- 5.7 Each of the Warranties contained in Clause 5 (hereinafter referred to as the Warranties) shall constitute a separate representation or warranty and shall not be subject to any other warranties or by any other term of

- 5.8 The Supplier warrants that the Customer/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.

- 7.3 Where a Party acquires ownership of IPRs incorrectly under this Individual Contract it

signing them in  
use of the other  
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 (including reasonable legal fees) incurred as a result. The Supplier will have sole

- 7.6 If a Supplier must at its own expense and the  
on, either:  
and the Customer/Participating Authority  
without infringing any third party IPR  
with substitutes that don't infringe IPR  
quality 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

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.

the 1990s, the number of people in the United States who are 65 years of age and older has increased by 50 percent, and the number of people 75 years of age and older has increased by 100 percent. The number of people 85 years of age and older has increased by 200 percent. The number of people 95 years of age and older has increased by 400 percent. The number of people 100 years of age and older has increased by 1,000 percent. The number of people 105 years of age and older has increased by 2,000 percent. The number of people 110 years of age and older has increased by 4,000 percent. The number of people 115 years of age and older has increased by 8,000 percent. The number of people 120 years of age and older has increased by 16,000 percent. The number of people 125 years of age and older has increased by 32,000 percent. The number of people 130 years of age and older has increased by 64,000 percent. The number of people 135 years of age and older has increased by 128,000 percent. The number of people 140 years of age and older has increased by 256,000 percent. The number of people 145 years of age and older has increased by 512,000 percent. The number of people 150 years of age and older has increased by 1,024,000 percent. The number of people 155 years of age and older has increased by 2,048,000 percent. The number of people 160 years of age and older has increased by 4,096,000 percent. The number of people 165 years of age and older has increased by 8,192,000 percent. The number of people 170 years of age and older has increased by 16,384,000 percent. The number of people 175 years of age and older has increased by 32,768,000 percent. The number of people 180 years of age and older has increased by 65,536,000 percent. The number of people 185 years of age and older has increased by 131,072,000 percent. The number of people 190 years of age and older has increased by 262,144,000 percent. The number of people 195 years of age and older has increased by 524,288,000 percent. The number of people 200 years of age and older has increased by 1,048,576,000 percent. The number of people 205 years of age and older has increased by 2,097,152,000 percent. The number of people 210 years of age and older has increased by 4,194,304,000 percent. The number of people 215 years of age and older has increased by 8,388,608,000 percent. The number of people 220 years of age and older has increased by 16,777,216,000 percent. The number of people 225 years of age and older has increased by 33,554,432,000 percent. The number of people 230 years of age and older has increased by 67,108,864,000 percent. The number of people 235 years of age and older has increased by 134,217,728,000 percent. The number of people 240 years of age and older has increased by 268,435,456,000 percent. The number of people 245 years of age and older has increased by 536,870,912,000 percent. The number of people 250 years of age and older has increased by 1,073,741,824,000 percent. The number of people 255 years of age and older has increased by 2,147,483,648,000 percent. The number of people 260 years of age and older has increased by 4,294,967,296,000 percent. The number of people 265 years of age and older has increased by 8,589,934,592,000 percent. The number of people 270 years of age and older has increased by 17,179,869,184,000 percent. The number of people 275 years of age and older has increased by 34,359,738,368,000 percent. The number of people 280 years of age and older has increased by 68,719,476,736,000 percent. The number of people 285 years of age and older has increased by 137,438,953,472,000 percent. The number of people 290 years of age and older has increased by 274,877,906,944,000 percent. The number of people 295 years of age and older has increased by 549,755,813,888,000 percent. The number of people 300 years of age and older has increased by 1,099,511,627,776,000 percent. The number of people 305 years of age and older has increased by 2,199,023,255,552,000 percent. The number of people 310 years of age and older has increased by 4,398,046,511,104,000 percent. The number of people 315 years of age and older has increased by 8,796,093,022,208,000 percent. The number of people 320 years of age and older has increased by 17,592,186,044,416,000 percent. The number of people 325 years of age and older has increased by 35,184,372,088,832,000 percent. The number of people 330 years of age and older has increased by 70,368,744,177,664,000 percent. The number of people 335 years of age and older has increased by 140,737,488,355,328,000 percent. The number of people 340 years of age and older has increased by 281,474,976,710,656,000 percent. The number of people 345 years of age and older has increased by 562,949,953,421,312,000 percent. The number of people 350 years of age and older has increased by 1,125,899,906,842,624,000 percent. The number of people 355 years of age and older has increased by 2,251,799,813,685,248,000 percent. The number of people 360 years of age and older has increased by 4,503,599,627,370,496,000 percent. The number of people 365 years of age and older has increased by 9,007,199,254,740,992,000 percent. The number of people 370 years of age and older has increased by 18,014,398,509,481,984,000 percent. The number of people 375 years of age and older has increased by 36,028,797,018,963,968,000 percent. The number of people 380 years of age and older has increased by 72,057,594,037,927,936,000 percent. The number of people 385 years of age and older has increased by 144,115,188,075,855,872,000 percent. The number of people 390 years of age and older has increased by 288,230,376,151,711,744,000 percent. The number of people 395 years of age and older has increased by 576,460,752,303,423,488,000 percent. The number of people 400 years of age and older has increased by 1,152,921,504,606,846,976,000 percent. The number of people 405 years of age and older has increased by 2,305,843,009,213,693,952,000 percent. The number of people 410 years of age and older has increased by 4,611,686,018,427,387,904,000 percent. The number of people 415 years of age and older has increased by 9,223,372,036,854,775,808,000 percent. The number of people 420 years of age and older has increased by 18,446,744,073,709,551,616,000 percent. The number of people 425 years of age and older has increased by 36,893,488,147,419,103,232,000 percent. The number of people 430 years of age and older has increased by 73,786,976,294,838,206,464,000 percent. The number of people 435 years of age and older has increased by 147,573,952,589,676,412,928,000 percent. The number of people 440 years of age and older has increased by 295,147,905,179,352,825,856,000 percent. The number of people 445 years of age and older has increased by 590,295,810,358,705,651,712,000 percent. The number of people 450 years of age and older has increased by 1,180,591,620,717,411,303,424,000 percent. The number of people 455 years of age and older has increased by 2,361,183,241,434,822,606,848,000 percent. The number of people 460 years of age and older has increased by 4,722,366,482,869,645,213,696,000 percent. The number of people 465 years of age and older has increased by 9,444,732,965,739,290,427,392,000 percent. The number of people 470 years of age and older has increased by 18,889,465,931,478,580,854,784,000 percent. The number of people 475 years of age and older has increased by 37,778,931,862,957,161,709,568,000 percent. The number of people 480 years of age and older has increased by 75,557,863,725,914,323,419,136,000 percent. The number of people 485 years of age and older has increased by 151,115,727,451,828,646,838,272,000 percent. The number of people 490 years of age and older has increased by 302,231,454,903,657,293,676,544,000 percent. The number of people 495 years of age and older has increased by 604,462,909,807,314,587,353,088,000 percent. The number of people 500 years of age and older has increased by 1,208,925,819,614,629,174,706,176,000 percent. The number of people 505 years of age and older has increased by 2,417,851,639,229,258,349,412,352,000 percent. The number of people 510 years of age and older has increased by 4,835,703,278,458,516,698,824,704,000 percent. The number of people 515 years of age and older has increased by 9,671,406,556,917,033,397,649,408,000 percent. The number of people 520 years of age and older has increased by 19,342,813,113,834,066,795,298,816,000 percent. The number of people 525 years of age and older has increased by 38,685,626,227,668,133,590,597,632,000 percent. The number of people 530 years of age and older has increased by 77,371,252,455,336,267,181,195,264,000 percent. The number of people 535 years of age and older has increased by 154,742,504,910,672,534,362,390,528,000 percent. The number of people 540 years of age and older has increased by 309,485,009,821,345,068,724,781,056,000 percent. The number of people 545 years of age and older has increased by 618,970,019,642,690,137,449,562,112,000 percent. The number of people 550 years of age and older has increased by 1,237,940,039,285,380,274,899,124,224,000 percent. The number of people 555 years of age and older has increased by 2,475,880,078,570,760,549,798,248,448,000 percent. The number of people 560 years of age and older has increased by 4,951,760,157,141,521,099,596,496,896,000 percent. The number of people 565 years of age and older has increased by 9,903,520,314,283,042,199,193,993,792,000 percent. The number of people 570 years of age and older has increased by 19,807,040,628,566,084,398,387,9

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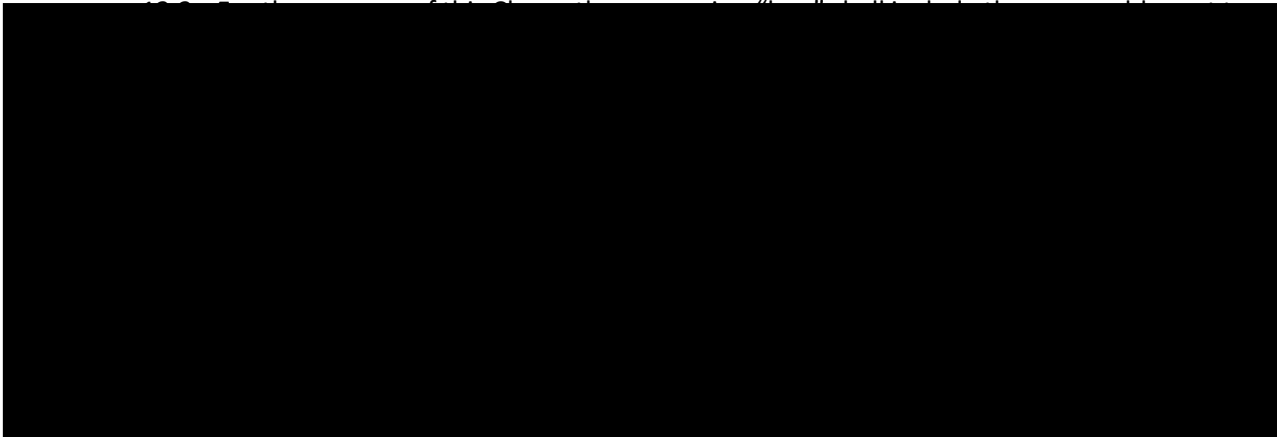
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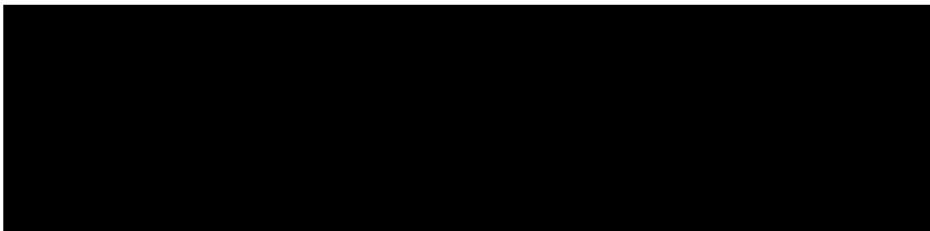
12.1.3.1 communicated to a person other than the Customer/Participating Authority the amount or the approximate amount of his Tender (except where the disclosure in confidence of the appropriate amount of his Tender was essential to obtain insurance premium quotations required for the preparation of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

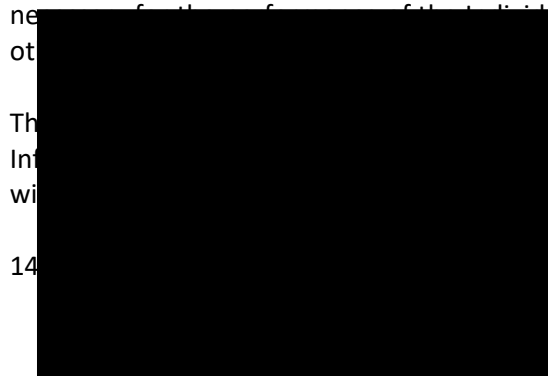


13.2 In the event that the Suppliers staff fail to comply with this Clause, the [redacted] the Individual



[redacted] the other Party as confidential and safeguard it accordingly, and shall not disclose 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 necessary for the performance of the Individual Contract or except where disclosure is otherwise required by the provisions of this Individual Contract.

14.2 The [redacted] cautions to ensure that all Confidential Information [redacted] Participating Authority under or in connection with [redacted]



14 [redacted] and professional advisors or consultants [redacted] with the Individual Contract as is strictly [redacted] the Individual Contract and only to the extent necessary for the performance 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

- 14.5.1 which is or becomes public knowledge (otherwise than by breach of this

the 1990s, the number of people in the United States who are 65 years of age or older has increased by 50% (U.S. Census Bureau, 2000). The number of people aged 65 and older is projected to increase to 20% of the total population by the year 2020 (U.S. Census Bureau, 2000). The increase in the number of people aged 65 and older is due to a number of factors, including the increase in life expectancy, the increase in the number of people who are married, and the increase in the number of people who are employed. The increase in life expectancy is the most significant factor, as it has led to a significant increase in the number of people who are aged 65 and older. The increase in the number of people who are married is also a significant factor, as it has led to a significant increase in the number of people who are aged 65 and older. The increase in the number of people who are employed is also a significant factor, as it has led to a significant increase in the number of people who are aged 65 and older.

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National Audit Act  
ss with which the

Customer/Participating Authority has used its resources.

- the 1990s, the number of people in the United States who are 65 years of age or older has increased by 50 percent. The number of people aged 75 and older has increased by 100 percent. The number of people aged 85 and older has increased by 200 percent. The number of people aged 95 and older has increased by 400 percent. The number of people aged 100 and older has increased by 800 percent. The number of people aged 105 and older has increased by 1,600 percent. The number of people aged 110 and older has increased by 3,200 percent. The number of people aged 115 and older has increased by 6,400 percent. The number of people aged 120 and older has increased by 12,800 percent. The number of people aged 125 and older has increased by 25,600 percent. The number of people aged 130 and older has increased by 51,200 percent. The number of people aged 135 and older has increased by 102,400 percent. The number of people aged 140 and older has increased by 204,800 percent. The number of people aged 145 and older has increased by 409,600 percent. The number of people aged 150 and older has increased by 819,200 percent. The number of people aged 155 and older has increased by 1,638,400 percent. The number of people aged 160 and older has increased by 3,276,800 percent. The number of people aged 165 and older has increased by 6,553,600 percent. The number of people aged 170 and older has increased by 13,107,200 percent. The number of people aged 175 and older has increased by 26,214,400 percent. The number of people aged 180 and older has increased by 52,428,800 percent. The number of people aged 185 and older has increased by 104,857,600 percent. The number of people aged 190 and older has increased by 209,715,200 percent. The number of people aged 195 and older has increased by 419,430,400 percent. The number of people aged 200 and older has increased by 838,860,800 percent. The number of people aged 205 and older has increased by 1,677,721,600 percent. The number of people aged 210 and older has increased by 3,355,443,200 percent. The number of people aged 215 and older has increased by 6,710,886,400 percent. The number of people aged 220 and older has increased by 13,421,772,800 percent. The number of people aged 225 and older has increased by 26,843,545,600 percent. The number of people aged 230 and older has increased by 53,687,091,200 percent. The number of people aged 235 and older has increased by 107,374,182,400 percent. The number of people aged 240 and older has increased by 214,748,364,800 percent. The number of people aged 245 and older has increased by 429,496,729,600 percent. The number of people aged 250 and older has increased by 858,993,459,200 percent. The number of people aged 255 and older has increased by 1,717,986,918,400 percent. The number of people aged 260 and older has increased by 3,435,973,836,800 percent. The number of people aged 265 and older has increased by 6,871,947,673,600 percent. The number of people aged 270 and older has increased by 13,743,895,347,200 percent. The number of people aged 275 and older has increased by 27,487,790,694,400 percent. The number of people aged 280 and older has increased by 54,975,581,388,800 percent. The number of people aged 285 and older has increased by 109,951,162,777,600 percent. The number of people aged 290 and older has increased by 219,902,325,555,200 percent. The number of people aged 295 and older has increased by 439,804,651,110,400 percent. The number of people aged 300 and older has increased by 879,609,302,220,800 percent. The number of people aged 305 and older has increased by 1,759,218,604,441,600 percent. The number of people aged 310 and older has increased by 3,518,437,208,883,200 percent. The number of people aged 315 and older has increased by 7,036,874,417,766,400 percent. The number of people aged 320 and older has increased by 14,073,748,835,532,800 percent. The number of people aged 325 and older has increased by 28,147,497,671,065,600 percent. The number of people aged 330 and older has increased by 56,294,995,342,131,200 percent. The number of people aged 335 and older has increased by 112,589,990,684,262,400 percent. The number of people aged 340 and older has increased by 225,179,981,368,524,800 percent. The number of people aged 345 and older has increased by 450,359,962,737,049,600 percent. The number of people aged 350 and older has increased by 900,719,925,474,099,200 percent. The number of people aged 355 and older has increased by 1,801,439,850,948,198,400 percent. The number of people aged 360 and older has increased by 3,602,879,701,896,396,800 percent. The number of people aged 365 and older has increased by 7,205,759,403,792,793,600 percent. The number of people aged 370 and older has increased by 14,411,518,807,585,587,200 percent. The number of people aged 375 and older has increased by 28,823,037,615,171,174,400 percent. The number of people aged 380 and older has increased by 57,646,075,230,342,348,800 percent. The number of people aged 385 and older has increased by 115,292,150,460,684,697,600 percent. The number of people aged 390 and older has increased by 230,584,300,921,369,395,200 percent. The number of people aged 395 and older has increased by 461,168,601,842,738,790,400 percent. The number of people aged 400 and older has increased by 922,337,203,685,477,580,800 percent. The number of people aged 405 and older has increased by 1,844,674,407,370,955,161,600 percent. The number of people aged 410 and older has increased by 3,689,348,814,741,910,323,200 percent. The number of people aged 415 and older has increased by 7,378,697,629,483,820,646,400 percent. The number of people aged 420 and older has increased by 14,757,395,258,967,641,292,800 percent. The number of people aged 425 and older has increased by 29,514,790,517,935,282,585,600 percent. The number of people aged 430 and older has increased by 59,029,581,035,870,565,171,200 percent. The number of people aged 435 and older has increased by 118,059,162,071,741,130,342,400 percent. The number of people aged 440 and older has increased by 236,118,324,143,482,260,684,800 percent. The number of people aged 445 and older has increased by 472,236,648,286,964,521,369,600 percent. The number of people aged 450 and older has increased by 944,473,296,573,929,042,739,200 percent. The number of people aged 455 and older has increased by 1,888,946,593,147,858,085,478,400 percent. The number of people aged 460 and older has increased by 3,777,893,186,295,716,170,956,800 percent. The number of people aged 465 and older has increased by 7,555,786,372,591,432,341,913,600 percent. The number of people aged 470 and older has increased by 15,111,572,745,182,864,683,827,200 percent. The number of people aged 475 and older has increased by 30,223,145,490,365,729,367,654,400 percent. The number of people aged 480 and older has increased by 60,446,290,980,731,458,735,308,800 percent. The number of people aged 485 and older has increased by 120,892,581,961,462,917,470,617,600 percent. The number of people aged 490 and older has increased by 241,785,163,922,925,834,941,235,200 percent. The number of people aged 495 and older has increased by 483,570,327,845,851,669,882,470,400 percent. The number of people aged 500 and older has increased by 967,140,655,691,703,339,764,940,800 percent. The number of people aged 505 and older has increased by 1,934,281,311,383,406,679,529,881,600 percent. The number of people aged 510 and older has increased by 3,868,562,622,766,813,359,059,763,200 percent. The number of people aged 515 and older has increased by 7,737,125,245,533,626,718,119,526,400 percent. The number of people aged 520 and older has increased by 15,474,250,491,067,253,436,239,052,800 percent. The number of people aged 525 and older has increased by 30,948,500,982,134,506,872,478,105,600 percent. The number of people aged 530 and older has increased by 61,897,001,964,269,013,744,956,211,200 percent. The number of people aged 535 and older has increased by 123,794,003,928,538,027,489,912,422,400 percent. The number of people aged 540 and older has increased by 247,588,007,857,076,054,979,824,844,800 percent. The number of people aged 545 and older has increased by 495,176,015,714,152,109,959,649,689,600 percent. The number of people aged 550 and older has increased by 990,352,031,428,304,219,919,299,379,200 percent. The number of people aged 555 and older has increased by 1,980,704,062,856,608,439,838,598,758,400 percent. The number of people aged 560 and older has increased by 3,961,408,125,713,216,879,677,197,516,800 percent. The number of people aged 565 and older has increased by 7,922,816,251,426,433,759,354,395,033,600 percent. The number of people aged 570 and older has increased by 15,845,632,502,852,867,518,708,790,067,200 percent. The number of people aged 575 and older has increased by 31,691,265,005,705,735,037,417,580,134,400 percent. The number of people aged 580 and older has increased by 63,382,530,011,411,470,074,835,160,268,800 percent. The number of people aged 585 and older has increased by 126,765,060,022,822,940,149,670,320,537,600 percent. The number of people aged 590 and older has increased by 253,530,120

...ing information under sub-paragraph  
customer/Participating Authority discloses  
...ch is necessary for the purpose concerned  
...ormation is treated in confidence and that  
...ng is given where appropriate.

- Page 20 of 52



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)



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

Participating Authority  
two (2) working  
all information in  
Participating Authority  
requires within five (5) working days (or such other period as the  
Customer/Participating Authority may specify) of the Customer/Participating  
Authority requesting that information; and

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

15.3 The [Redacted] be responsible for determining at its  
ab

15. [Redacted] closure under the Freedom of Information  
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

15.4.1 without consulting with the Supplier; or

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

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act, all remedies  
cumulative and may  
remedy shall not  
edies.

Throughout the duration of this Individual Contract the Supplier shall and in addition shall ensure that its Sub-Contractors shall discharge their obligations under this Individual Contract and/or Services in accordance with their respective obligations and/or Services in accordance with their respective obligations and/or Services in accordance with the provisions of the Sex Discrimination Act 1976 (Amended 2000) and the Disability Discrimination Act 1995 and the Equal Opportunities Commission and the Disability Rights Commission and provide the Customer/Participating Authority with the necessary information consistent with the Customer/Participating Authority's requirements.

19. **Liquidated Damages**

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.

statements of position.

as described in this without prejudice to a and information, as covered settlement 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 The Goods and/or Services in accordance with the dispute has been resolved.

- 20.7 No shall prevent the Parties from seeking from an interim order restraining the other Party to do any act.

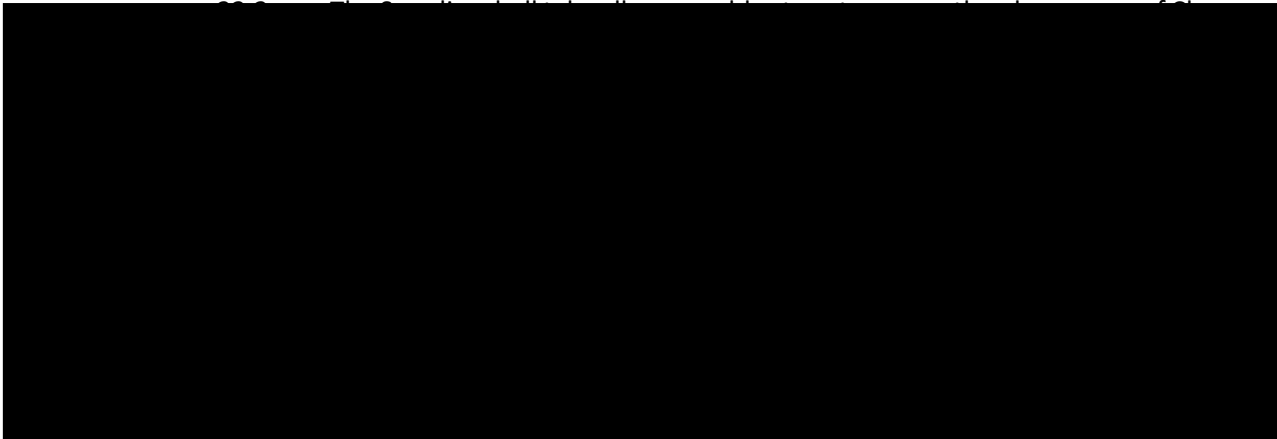
- 20.8 Any dispute between the Parties to this Individual Contract with respect to this Individual Contract which cannot be resolved by negotiation and except in so far as may be otherwise provided in this Individual Contract shall be referred to arbitration under the provisions of the Arbitration Act 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

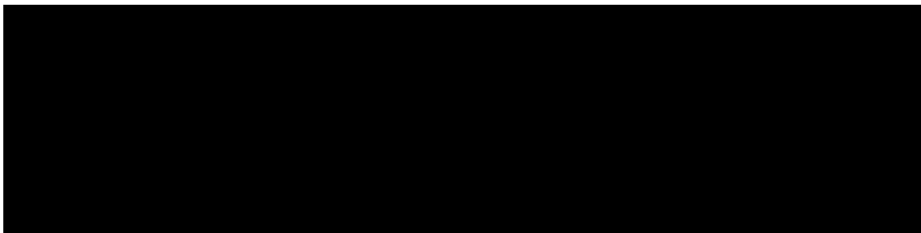
This Individual Contract shall be governed and construed in accordance with the Law of England and Wales. This Clause 21 may be adapted so that the Individual Contract is under Scottish or Northern Irish Law.

## 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).



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



in that could give MSA Offence or  
ately in writing if it  
y of its officers,  
employees, agents or sub-contractors have, breached the Modern Slavery Act 2015.

## 23. Title and Risk

- 23.1 Risk in the Goods shall pass to the Customer/Participating Authority unless and until a designated authorised officer of the Customer/Participating Authority has accepted the Goods on behalf of the Customer/Participating Authority for any reason. If the Goods are rejected or returned to the Supplier, then risk in the Goods shall revert to the Supplier. The Supplier shall notify the Customer/Participating Authority notifying the Supplier.

- 23.2 Title in the Goods shall pass to the Customer/Participating Authority upon 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.

- 24.3 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

delivery of all the Purchase Order and delivery of each Customer/Participating 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 When complied with payments will normally be made by the Participating Authority within thirty (30) days of the tax point of the invoice. The Participating Authority reserves the right to withhold payment if the Supplier has not been complied with.

- 24.8 The Supplier shall be responsible for payments due from the Supplier to the Participating Authority and/or Participating Authorities.

## 25. Notices

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.

- 27.1 The Customer/Participating Authority reserves the right to reject the use of any [REDACTED] Participating Authority [REDACTED] include, but are [REDACTED] financial risk, criminal [REDACTED]

[REDACTED] from any liability to the Customer/Participating Authority, in respect of the Sub-Contracted 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 the Supplier or their agents or employees.

- 27.2 The Supplier shall not sub-contract or in any way dispose of the Individual Contract without written prior approval from the Customer/Participating Authority. Such approval shall not be unnecessarily withheld.

- 27.3 The Supplier shall be responsible for the acts and omissions of its Sub-Contractors.

- 27.4 Where the Supplier is to engage Sub-Contractors, a copy of the [REDACTED] the 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.

and obligations under the individual contract or any part thereof with the previous consent in writing of the Supplier.

any Confidential Information of the Suppliers in such circumstances the Supplier shall be permitted to use such Confidential Information for the performance of the Suppliers obligations under the individual contract and for no other purposes and shall take all steps to ensure that the transferee gives a Confidential Information undertaking in relation to the Confidential Information.

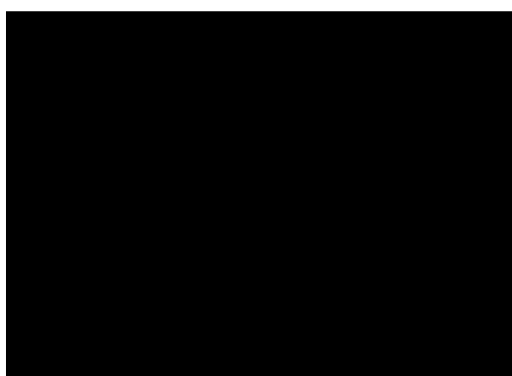
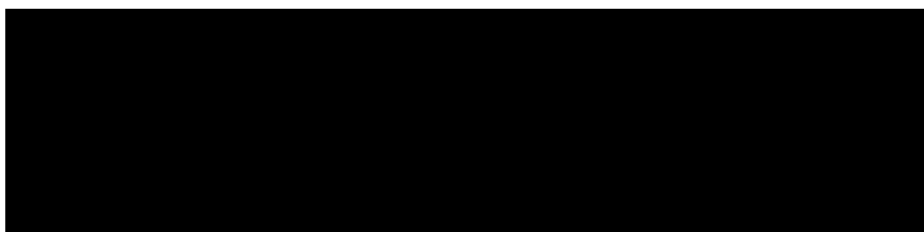
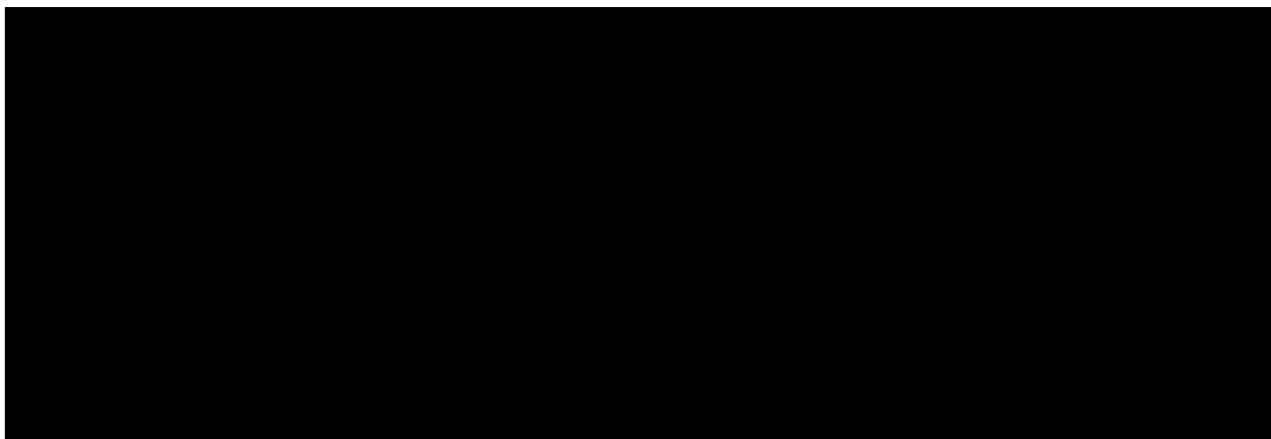
- 27.9 Each Party shall, on the issue of further documentation that the other Party requires for the purpose of giving the other Party the Individual Contract.

## 28. Access

- 28.1 If following the submission and acceptance of a condition by the Customer/Participating Authority, the Customer/Participating Authority reserves the right to remove such condition at any time during the term of the Individual Contract without penalty or incurring 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.





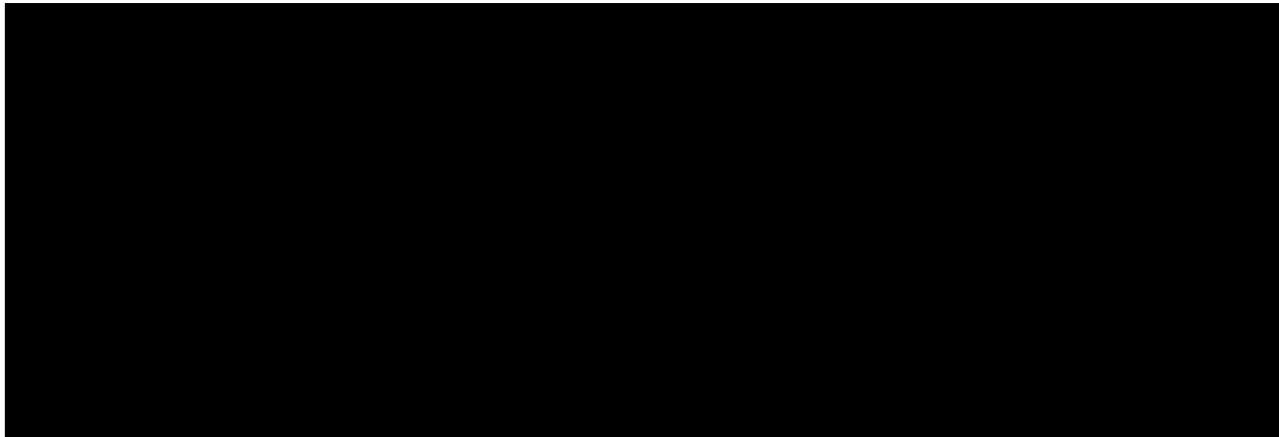
## Section Four – Part Compulsory Terms and Conditions

### 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



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).

			Timescales for Completion
1	Ordering / Customer	Manager	Ten (10) working days from notification
2	Authorised Representative of	Regional Account Manager or Sales Director	Ten (10) working days from notification to enact
3		Company Director	Fifteen (15) working days from notification

### 30. Liability

#### These Cl

#### 30.1 The

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

30.2.6 The Supplier is responsible for comprehensively insuring all fleet items against third party claims and any or control of the [REDACTED] 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, agents and Sub-Contractors) in respect of

29 [REDACTED] obligations arising under this Individual

29 [REDACTED] tortuous act or omission including [REDACTED] section with this Individual Contract

30.4 Any [REDACTED] Party, its employees, agents or Sub-Contractors for 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

Customer/Participating Authority to affect such insurance on behalf of the Supplier shall be recoverable from the Supplier or, at the money owed to

ble cover within

30.10.5 Cancel this Individual Contract with immediate effect.

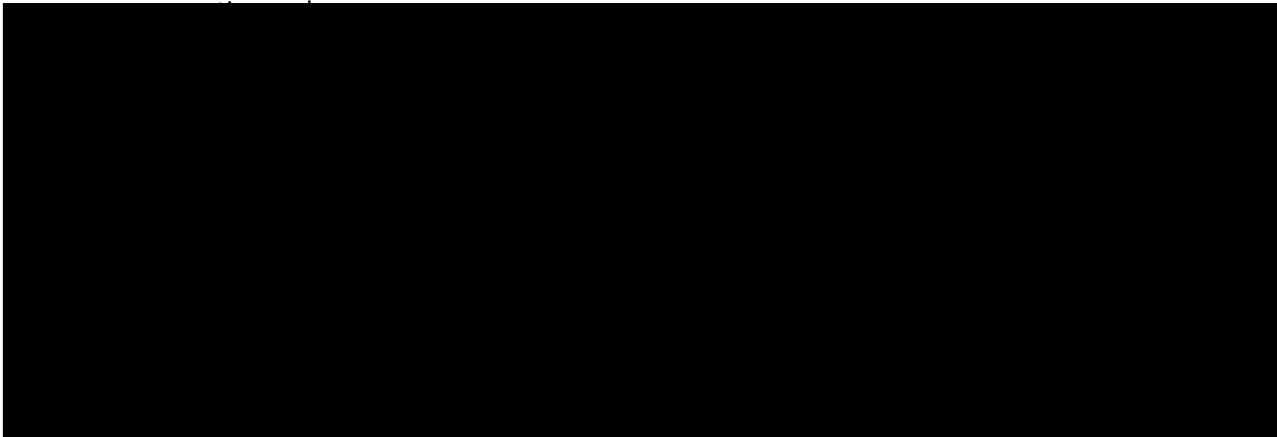
### 31. Termination

- 31.1 The [REDACTED] terminate the Individual Contract with just [REDACTED] by the Parties, on giving the Supplier sixty (60) [REDACTED]
- 31.2 The [REDACTED] be entitled immediately to terminate the Individual Contract with the Supplier the amount of any loss resulting from [REDACTED] Material Breach of any of the terms of this Individual Contract [REDACTED]
- 31.3 The Customer/Participating Authority may 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;

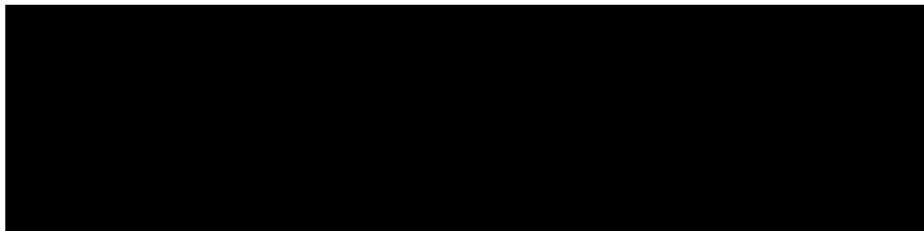
31.3.2 the Customer/Participating Authority shall cease to be bound to pay that part of the Price that relates to the Goods and/or Services that have not been delivered, unless a termination fee (which cannot exceed the value of the remaining period of the Individual Contract/Order) has been agreed as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



31.5.2 where no notification has been made, the date that the Change of



nted prior to the

#### **Termination on Default**

31.7 The Customer/Participating Authority may terminate the Individual Contract by giving written notice to the Supplier with immediate effect if the Supplier commits a Default and

31.7.1 the Supplier fails to remedy the Default to the requirements of the Individual Contract within twenty (20) working days, or such longer period as the Customer/Participating Authority, after giving written notice of the Default and requesting the Default to be remedied, may agree;

31.7.2 the Supplier fails to remedy the Default in the reasonable opinion of the Customer/Participating Authority, of 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

31.11 All termination or coming to an end of this Individual Contract shall be without effect and all of the terms of this Individual Contract shall remain in force notwithstanding 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 Clause 31 Termination

#### Termination

31.13 The Customer/Participating Authority may terminate the Individual Contract /Purchase Order, by

31.14 The Customer/Participating Authority may terminate the Individual Contract /Purchase Order if accepting upgrades, patches etc or the Supplier fails to deliver the products within the agreed time period and the Supplier makes changes to the requirement, not agreed by the Supplier.

#### 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

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

32.5 In accordance with the Data Protection Legislation, the Supplier shall be the Processor. The Supplier shall be determined by the Contracting Authority and/or Customer/Participating Authority and may not be determined by the Supplier.

33.2 The Supplier shall notify the Contracting Authority and/or Customer/Participating Authority if the Supplier considers that any of the Contracting Authority and/or Customer/Participating Authority's instructions infringe the Data Protection Legislation.

33.3 The Supplier shall provide assistance to the Contracting Authority and/or Customer/Participating Authority in the preparation of any Data Protection Impact Assessment. Such assistance may, at the discretion of the Contracting Authority and/or Customer/Participating Authority, include:

33.3.1 a systematic description of the envisaged 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

33.4.3 ensure that.

Data except in

and integrity of any  
Data and ensure

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

(B) are subject to appropriate confidentiality undertakings with the Supplier as a Sub-Processor;

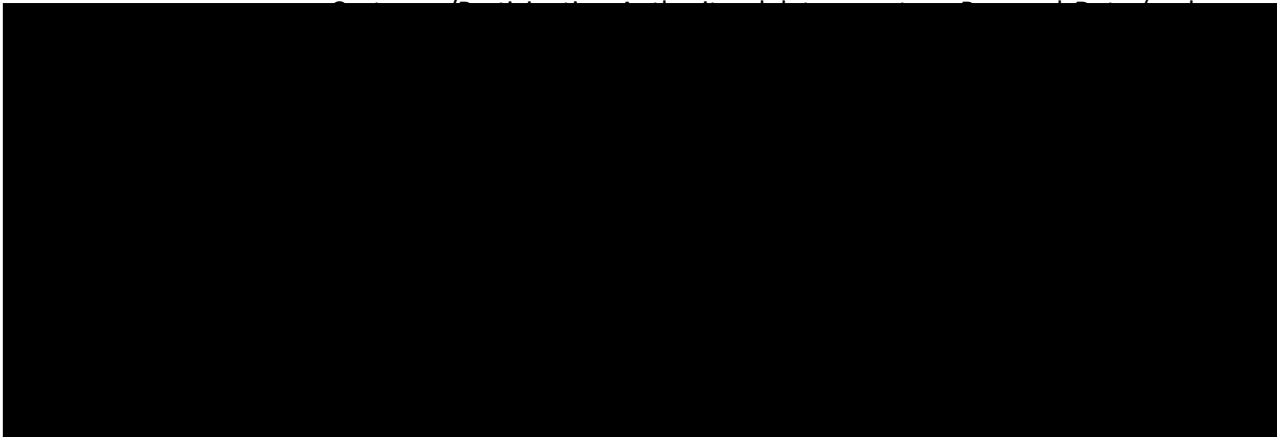
the confidential nature of the Personal Data and not to disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Contracting Authority and/or Customer/Participating Authority as required by this Individual Contract; and ensure adequate training in the use, care, protection of Personal Data;

33.5 The Supplier shall not transfer any Personal Data outside of the EU unless the prior written consent of the Contracting Authority and/or Customer/Participating Authority has been obtained and the following conditions are fulfilled:

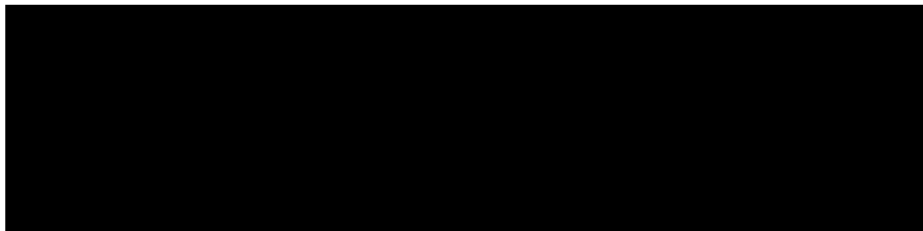
- (i) the Contracting Authority and/or Customer/Participating Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Contracting Authority and/or Customer/Participating Authority;
-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



33.5.3 receives any other request, complaint or communication relating to either



owner or any other  
processed under this

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

33.5.6 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

33.6 The Supplier shall ensure that Clause 33.5 shall include the provision of full assistance to the Contracting Authority and/or Customer/Participating Authority in meeting its obligations.

33.7 Taking into account the processing, the Supplier shall provide the Contracting Authority and/or Customer/Participating Authority with full assistance in relation to any request, complaint or communication made 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 Commissioner's Office.

[REDACTED]

offences referred to in Article 10 of the GDPR, and

[REDACTED] Contracting Authority to the rights and  
[REDACTED] by the Contracting Authority and/or  
Customer/Participating Authority's designated auditor.

33.10 The Supplier shall designate a data protection officer if required by the Data Protection Legislation.

33.11 The Supplier shall not access any Personal Data related to this Inc.

[REDACTED]

33.11.1 The Supplier shall assist the Contracting Authority and/or Customer/Participating Authority in the collection, storage, processing and processing;

33.11.2 The Supplier shall assist the Contracting Authority and/or

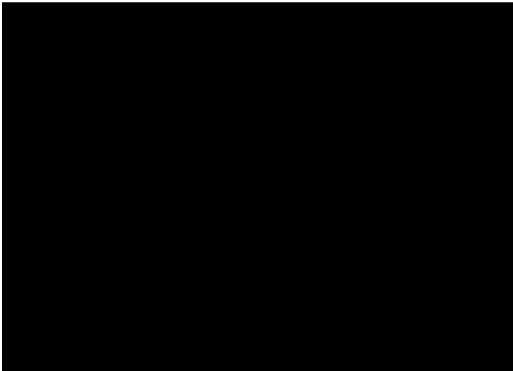
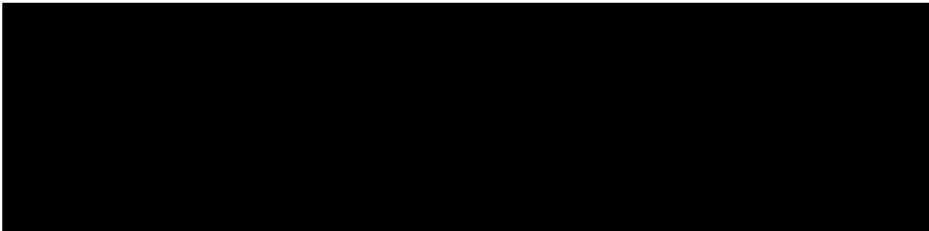

33.11.3 The Supplier shall ensure that the Sub-Processor which give effect to the terms set out in this clause so such that they apply to the Sub-Processor; and

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



## 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



as a result of a  
 ) specified in the  
 Individual Contract/Purchase Order.

35.2 The Goods and/or Services shall be delivered in the manner and quantity specified by the Individual Contract/Purchase Order.

35.3 The Supplier shall be responsible for arranging carriage of the Goods and/or Services to the Supplier.

35.4 The Supplier shall be responsible to deliver the Goods and/or Services to the Customer/Participating Authority (and/or, in the case of electronic delivery, to the email address or other electronic location) by any delivery date specified on the Individual Contract/Purchase Order.

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):

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

circumstances shall. Customer/Participating Authority shall not prejudice the

the 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 Goods and to claim the cost of this from the Supplier.

- 35.10 In the event the Customer/Participating Authority rejects any Goods it may (at its absolute discretion) also:

35.11 cancel the Individual Contract/Purchase Order or any part thereof without prejudice to its remedies; and/or

35.12 require the Supplier to pay all extra costs and expenses arising from the rejection of the Goods including, but not limited to, the cost of purchasing alternative 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.

39.2 The Customer/Participating Authority and Supplier Indemnity shall be limited as

liability shall be one of the total value of the Period in respect of 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 the Supplier in Clause 5;

to the extent that such damage is caused from the Goods and/or Services;

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

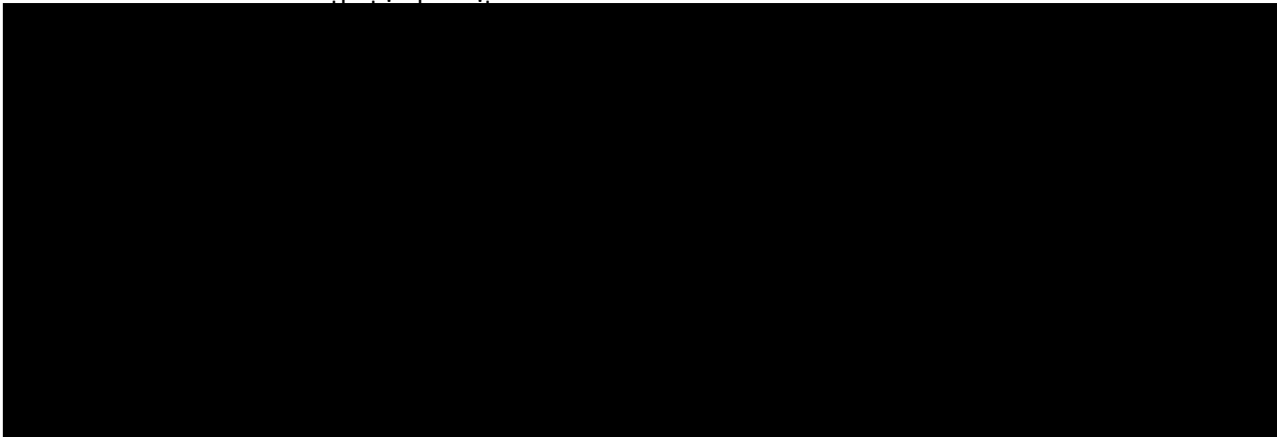
39.2.1.4 any negligent act or omission of the Supplier or its employees agents or Sub-Contractors in supplying and delivering the Goods and/or

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

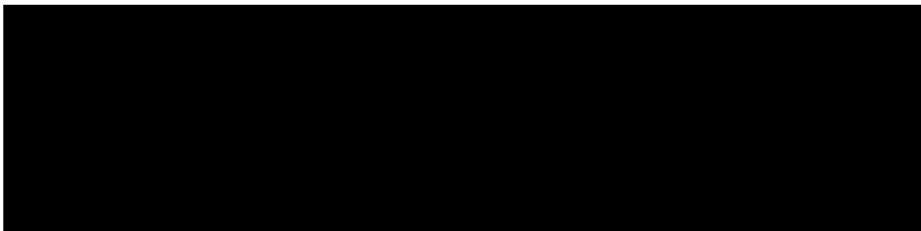
- 39.2.1.5 any liability which the Customer/Participating Authority incurs under the Consumer Protection Act 1987 as a result of the acts or omissions of the Supplier in providing the Goods and/or Services.

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



#### **40. Set-Off and Counterclaim**



to the Supplier,  
any lawful set-off  
at any time be

#### **41. Publicity**

- 41.1 The Supplier shall not, without prior written permission of the Customer/Participating Authority, advertise or publicly announce that the Supplier is undertaking work for any Customer/Participating Authority. The Supplier shall take responsible steps to ensure that its subcontractors, Suppliers, professional advisors and

- 41.2 The Customer/Participating Authority shall be entitled to publicise in accordance with legislation the results of the work undertaken by the Supplier, including any examination of

- 41.3 The Supplier shall not do anything to damage the reputation of the Customer/Participating Authority or to bring the 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

that any audit of the Supplier causes minimal delay or disruption to the Supplier. The Supplier accepts that direct control of the auditor is outside the control of the

ential Information  
to complete the

- 43.7 Both Parties agree that there will be no cost to either Party, unless a 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 relation to the identified Material Breach.

### **44. Variation**

- 44.1 The Customer/Participating Authority may request a variation to the Order provided that such variation does not result in a breach of the Order. Such a change is hereinafter called a "variation".

- 44.2 The Customer/Participating Authority shall request a variation by completing and sending the variation form set out in Appendix 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

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 contract, 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:-

45.2 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:-

45.2.1 continue to perform its obligations under the Individual Contract, itself supply or procure the Goods and/or Services until such time as the Customer/Participating Authority is to the reasonable satisfaction of the Customer/Participating Authority that the Supplier will once more be able to supply the Goods and/or Services in accordance with the Individual Contract;

45.2.2 terminate the Individual Contract, terminate the Individual Contract in respect of 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

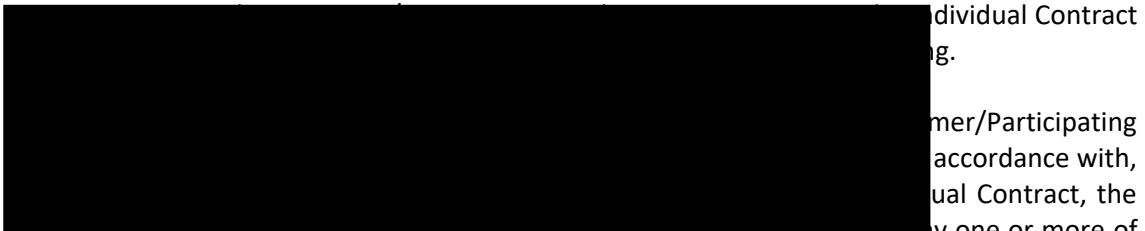


- 45.2.4 charge the Supplier for, and the Supplier shall pay, any costs reasonably incurred by the Customer/Participating Authority (including any reasonable administration costs) in respect of the supply of any part of the Goods and/or Services by the Supplier or a third party to the extent that such 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



- 45.4.2 persistently fails to comply with Clause 45.3 above;



Customer/Participating Authority shall be entitled to avail itself of any 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: -

- 45.4.3 (in whole or in part) and return them to the Supplier on the basis that a full refund of the price paid shall be paid forthwith by the

- 45.4.4 the Customer/Participating Authority's option to give the Supplier the choice to either remedy any defect in the Goods and/or Services or to provide replacement Goods and/or Services and

carry out any other necessary work to ensure that the terms of the Individual Contract are fulfilled;

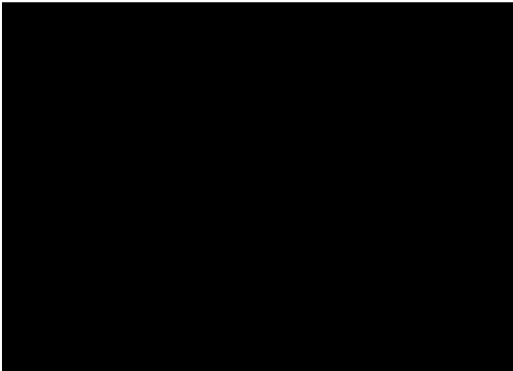
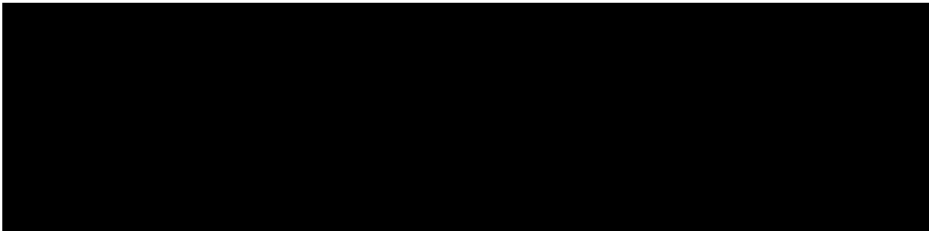

- 45.5.4 to refuse to accept any further deliveries of the Goods and/or Services but without any liability to the Customer/Participating Authority;

- 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.



### 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:** .....

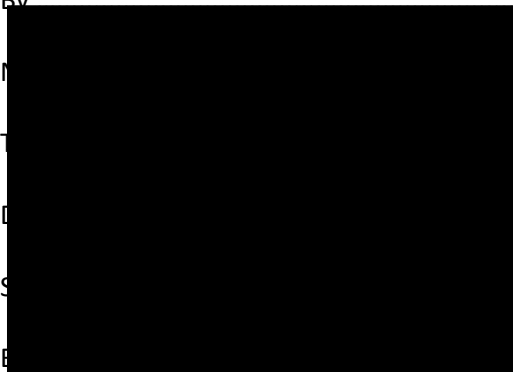


Changes to the Individual Contract referred to in (1) above



Signed for and on behalf of the Supplier

By



Name .....

Title .....

Date.....