Schedule 1: Call-Off Contract

PART 1 – ORDER FORM

United Kingdom Research and Innovation (UKRI)

Academia Ltd
First Floor, Unit 1 Progression Centre Mark Road Hemel Hempstead HP2 7DW
(Registered No. 04771037)

Friday 14th June 2024

Dear Sirs

Call-Off Contract No. DDaT24253 for the supply of Software and/or Services

1 Further to the Framework Agreement dated 22nd February 2021, we wish to instruct you to supply the Software and/or Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.

2 The particulars of this Call-Off Contract are set out below:

<table>
<tr><th>Item</th><th>Description</th></tr>
<tr><td>Order Form Reference:

(Front page of Call-Off Terms and Conditions)</td><td>The Order Form Reference is DDaT24253.</td></tr>
<tr><td>Parties</td><td>(1) United Kingdom Research and Innovation (UKRI), a statutory corporation whose registered office is at Polaris House, North star avenue, Swindon, SN2 1FL (Customer); and

(2) Academia Ltd (company number 04771037) whose registered office is at First Floor, Unit 1 Progression Centre Mark Road Hemel Hempstead HP2 7DW (Supplier).</td></tr>
<tr><td>Call-Off KPIs
(Cl. 1.1)</td><td>
<table>
<tr><th>Performance Target</th><th>Key Indicator</th><th>Performance Measure</th></tr>
<tr><td>Respond to all operational enquiries within four working hours.</td><td>Provision of Response</td><td>95%</td></tr>
<tr><td>Invoice accuracy.</td><td>Accuracy</td><td>95% of all invoices are submitted accurately</td></tr>
<tr><td>Invoice timeliness.</td><td>Timeliness</td><td>95% of all invoices are submitted on time</td></tr>
</table>
</td></tr>
</table>

	Reliability of all ordering systems utilised under this Contract including online ordering system, telephone, email.	Availability and Down Time	Ordering systems are reliable 97% of the time during the Term (of this Contract) (excluding pre-notified maintenance periods)	
Charges (Cl.1.1)	The Charge(s) for this Order is: £29,118.32 (Twenty nine thousand, one hundred and eighteen pounds and thirty two pence) excluding VAT.			
Instalments (Cl.9)	The stages of payment described in Clause 9 of the Call-Off Terms and Conditions are detailed below: The Payment method for this Call-Off Contract is BACS upon receipt of a valid invoice. The Buyer will pay the supplier when the Supplier has submitted their invoice with a valid purchase order to: finance@ukri.co.uk			
Adjustments to the Charges	The Charge(s) are fixed for the duration of this Call-Off Contract.			
Contract End Date (Cl. 1.1)	Means: Wednesday 30th July 2025.			
Software (Cl. 1.1)	The Software to be supplied under the Contract is as follows: • [redacted] Metalogix[redacted]			
Software licence (Cl. 7)	In consideration of the Customer's obligation to pay the Charges to the Supplier the Supplier has procured the grant to the Customer of the licence to the Software by Metalogix on the terms of the appended End User Licence Agreement within the Vendor Documentation.			
Software Specification (Cl. 1.1)	The Software shall meet the following technical/functional specification: • [redacted] Metalogix [redacted]			
Software Warranty Period (Cl. 1.1)	Not applicable			
Access Date (Cl.1.1)	Each item of Software that is being provided on an off-premises basis shall be made accessible from Wednesday 31st July 2024.			

Configuration (Cl.6.14)	No off-premises Software is being supplied under the Contract – not applicable
Delivery Date(s) (Cl. 1.1)	Not applicable
Installation Date (Cl. 1.1)	Not applicable
Software support (Cl. 6.14)	As detailed in the Vendor Documentation
Software availability (Cl. 6.14)	As detailed in the Vendor Documentation
Software new versions and maintenance releases (Cl. 6.14)	As detailed in the Vendor Documentation
Data storage as part of the provision of off-premises Software (Cl. 6.14)	The Supplier (Academia) will not be storing any Customer Data. Customer Data will be only stored by the Customer or the Vendor in line with the DPA agreed between the Vendor and the Customer.
Third Party terms and conditions that may apply in respect of Software (Cl. 6.14)	In the event of any inconsistency or conflict between the Contract and the Vendor Documentation, the Contract shall prevail. Except to the extent that there is any inconsistency or conflict with the terms of the Contract, the Vendor Documentation [i.e. the End User Licence Agreement] shall apply to the use of the Software by the Customer. Any terms within the Vendor Documentation which apply to payment are not applicable.
Software documentation (Cl. 6.14)	Not applicable
Premises (Cl. 1.1)	Not applicable
Services (Cl. 1.1)	Not applicable
Services Commencement Date (Cl. 1.1)	Not applicable

Services End Date (Cl. 1.1)	Not applicable
Customer Liability Cap (Cl. 1.1)	100% of the Order value, unless mutually agreed otherwise by the Customer and the Supplier.
Supplier Liability Cap (Cl. 1.1)	125% of the Order value, unless mutually agreed otherwise by the Customer and the Supplier.
Notices (Clause 19.3)	Any written notice provided under Clause 19.1 shall be sent: In the case of the Customer: To: Polaris House, North Star Avenue, Swindon SN2 1FL Marked for the attention of: [redacted] In the case of the Supplier: To: First Floor, Unit 1 Progression Centre Mark Road Hemel Hempstead, HP2 7DW Marked for the attention of: [redacted]
Data Protection Particulars (Schedule 4)	Not applicable.

3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.

4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Software and/or Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.

5 Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.

6 You must not make any amendments to the Call-Off Terms and Conditions.

7 Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.

Yours faithfully

[redacted]

for and on behalf of the **United Kingdom Research and Innovation (UKRI)**

Name: [redacted]

Designation: [redacted]

Date:

Accepted and acknowledged by:

[redacted]

for and on behalf of **Academia Ltd**

Name: [redacted]

Designation: [redacted]

Date: 12th July 2024

Annex A: Brief

Part 2 – Call-Off Terms and Conditions

CUSTOMER

and

SUPPLIER

Call-Off terms and conditions for the supply of Software and/or Services for the Software License Resellers Agreement

ORDER FORM REFERENCE: DDaT24253

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Call-Off Terms and Conditions

Dated Friday 14th June 2024

Between:

(3) The Customer; and

(4) The Supplier.

(the identities of the Customer and Supplier are set out in the Order Form)

Whereas:-

(A) The Authority acts as the lead organisation on behalf its Member Institutions (as defined below) providing its Member Institutions with pre-tendered arrangements for a variety of goods and services.

(B) The Authority issued a contract notice 2020/S 033-078650 on 22nd February 2021 in the Official Journal of the European Union seeking expressions of interest from potential suppliers for the provision of certain software and/or services to Member Institutions and Participating Consortium (as defined below).

(C) Following a tender process compliant with the requirements of the Public Contracts Regulations 2015, the Authority selected a group of suppliers to be eligible to provide the Software and/or Services on a call-off basis and entered into individual framework agreements with those suppliers and this included the Authority and the Supplier entering into the Framework Agreement (as defined below).

(D) Pursuant to the Framework Agreement, the Customer has appointed the Supplier to provide the Software and/or Services in accordance with the Contract (as defined below).

(E) These Call-off Terms and Conditions set out the terms and conditions for the provision of the Software and/or Services and the obligations of the Supplier in the provision of the Software and/or Services.

Now it is hereby agreed as follows:-

1 Definitions and Interpretation

1.1 In the Contract the following words and expressions shall have the following meanings:-

Access Date means, in respect of each item of Software provided on an off-premises basis under the Contract, the date detailed as such in the Order Form (as may be adjusted under the terms of the Contract);

Authority means the Southern Universities Purchasing Consortium, an operating unit of Southern Universities Management Services (company number 02732244; registered charity number 1042175);

ADR Notice has the meaning given in Clause 27.4;

Anti-Slavery Laws has the meaning given in Clause 29.1;

Brief means the Customer's requirements for the supply of the Software and/or Services, as applicable, annexed to the Order Form and any changes to the same notified by the Customer to the Supplier from time-to-time;

Brexit means the end point of any phased transition arrangement agreed between the United Kingdom and the European Union leading to the United Kingdom ceasing to be

subject to the transition or implementation arrangements provided for by Part 4 of the withdrawal agreement between the UK and the European Union negotiated under Article 50(2) of the Treaty of the European Union which sets out the arrangements for the UK's withdrawal from the European Union (as such arrangements are extended from time to time);

Call-Off KPIs means the key performance indicators set out in the Order Form;

Call-Off Terms and Conditions means the terms and conditions set out in the Contract, as referred to in the Framework Agreement;

Charges means the charges set out in the Order Form (and **Charge** or **Charge(s)** shall be construed accordingly);

Contract means the written agreement between the Customer and the Supplier consisting of the Order Form (and any appendices thereto), the Brief (annexed to the Order Form) and these Call-Off Terms and Conditions;

Contract End Date means the date detailed as such in the Order Form as such date may be extended pursuant to Clause 3.3 of the Contract;

Customer Data means, in respect of any item of Software provided on an off-premises basis, all information and data, including Personal Data, that is submitted to, created using or by and/or stored on the Software;

Customer Liability Cap means the amount detailed as such in the Order Form;

Customer's IP means all Intellectual Property Rights in any Documentation provided by the Customer under the Contract;

Data Protection Legislation means the Data Protection Act 2018 and GDPR and any national implementing laws, regulations and secondary legislation (as amended or updated from time to time and any successor legislation to the GDPR or the Data Protection Act 2018);

Delivery Date(s) means, in respect of each item of on-premises Software that is provided under the Contract, the date(s) for the delivery of the Software detailed as such in the Order Form (as may be adjusted under the terms of the Contract);

Dispute means any dispute or difference of whatsoever nature in relation to the formation, operation or interpretation of, or otherwise in connection with, or arising out of, the Contract;

Dispute Notice means a written notice of any Dispute, setting out the Dispute's nature and full particulars of the Dispute and which states it is a "Disputes Notice";

Documentation means any data, information, records or documents in any media and form whatsoever (including paper or electronic form);

EIR means the Environmental Information Regulations 2004;

FOIA means the Freedom of Information Act 2000;

Force Majeure Event has the meaning given in Clause 19.1;

Framework Agreement means the framework agreement for Software License Resellers Agreement for the supply of software and/or services made between the Authority (1) and the Supplier (2) and dated 22nd February 2021;

Framework Agreement KPIs means the key performance indicators set out in Schedule 7 to the Framework Agreement;

GBP means the United Kingdom Pound Sterling;

GDPR means the General Data Protection Regulation (EU 2016/679);

Good Industry Practice means the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the provision of software and/or services similar to the Software and/or Services under the same or similar circumstances as those applicable to the Contract;

Intellectual Property Rights means all intellectual property rights anywhere in the world including domain names, patents, design rights, copyrights including rights in computer software and databases (including database rights), rights in source code, topography right, trademarks, trade names, logos, trade secrets and know-how, and any applications or the right to make applications for any of the above, existing now or at any time in the future and whether registered or registrable or not;

Installation Date means, in respect of each item of Software provided on an on-premises basis under the Contract, the date detailed as such in the Order Form (as may be adjusted under the terms of the Contract);

KPIs means the Framework Agreement KPIs and the Call-Off KPIs;

Law means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, any applicable judgment of a relevant court of law which is a binding precedent in England and Wales, or directives or requirements of any Regulatory Body;

Losses means all liabilities, costs, expenses, damages and losses including but not limited to any direct loss, indirect loss or consequential loss, loss of contribution to incidental costs, loss of profit or overheads, loss of reputation and all interest, penalties and legal costs;

Marketing Premium has the meaning given in the Framework Agreement;

Marketing Premium Rate has the meaning given in the Framework Agreement;

Member Institution has the meaning given in the Framework Agreement;

Mini Tender has the meaning given in the Framework Agreement;

Order means the order placed by the Customer to the Supplier in accordance with the Framework Agreement, which sets out the description of the Software and/or Services (as applicable) to be supplied;

Order Form means the document used by the Customer to place the Order for the Contract;

Participating Consortium has the meaning given to it in the Framework Agreement;

Personnel means those personnel of the Supplier as shall be appointed by the Supplier to supply the Software and/or Services in accordance with the Contract including the Supplier's employees and subcontractors;

Premises means the premises detailed as such in the Order Form;

Project IP means all Intellectual Property Rights in any Documentation provided by the Supplier under the Contract and all other Intellectual Property Rights created or discovered by the Supplier as a result of, for or in connection with the performance of its obligations under the Contract, but excluding Supplier's Background IP;

PCR means the Public Contracts Regulations 2015;

Regulatory Body means any government department and regulatory, statutory and other entity, committee, ombudsman and/or body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer;

Schedule(s) means any one or more of the schedules attached to these Call-Off Terms and Conditions;

Services means any services identified as such in the Order Form;

Services Commencement Date means the date detailed as such in the Order Form;

Services End Date means the date detailed as such in the Order Form;

Software means any software identified as such in the Order Form and any associated support services and documentation identified in the Order Form. Each item of any such Software will be identified in the Order Form as either being provided by the Supplier on an on-premises or off-premises basis;

Software Specification means, in respect of each item of Software provided under the Contract, the specification for the Software set out in the Order Form;

Software Warranty Period means, in respect of each item of Software provided on an on-premises basis under the Contract, the period detailed as such in the Order Form for the Software or, if no such period is specified, 180 days after the Installation Date;

Supplier Liability Cap means the amount detailed as such in the Order Form;

Supplier's Background IP means all Intellectual Property Rights existing prior to the date of the Contract and used by the Supplier for or in connection with the performance of its obligations under the Contract;

Supply Rates means the rates set out in Schedule 2 of the Framework Agreement as may be amended pursuant to the procedures set out in Schedule 2;

Term means the period from the date of the Contract up to and including the earliest of:

(a) the Contract End Date; or

(b) the date the Contract is terminated in accordance with Clause 18;

Third Party Agreements has the meaning given in Clause 6.11;

Treaties means those referred to in section 2 of the European Communities Act 1972;

Value Added Tax means value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994; and

Variation has the meaning given in Clause 7.

1.2 In these Call-Off Terms and Conditions unless the context otherwise requires:

1.2.1 clause headings are inserted for convenience only and shall not affect the construction and interpretation of the Contract and all references to Clauses, Sub-clauses, or Schedules are to Clauses and Sub-clauses of, and Schedules to, these Call-Off Terms and Conditions; and

1.2.2 words denoting the singular number include the plural and vice versa; and

1.2.3 words denoting the masculine include the feminine and vice versa; and

1.2.4 references to persons include reference to bodies corporate and unincorporate; and

1.2.5 references to statutes or statutory instruments or any Law are to be construed as references to any consolidation, modification, extension, amendment, replacement or re-enactment of them from time to time and any subordinate legislation under it; and

1.2.6 references to any item of software (including any item of Software) being "on-premises" software or being provided on an "on-premises basis" or any similar phrase are to software that is downloaded by the customer, or provided on a physical medium such as a disk or CD to the customer, and then installed and operated on the customer's own systems or severs or those of its third party data centre or hosting provider, as opposed to software that is provided on a software-as-a-service or cloud basis; and

1.2.7 references to any item of software (including any item of Software) being "off-premises" software or being provided on an "off-premises basis" or any similar phrase are to software that is licensed and made available on a subscription, on demand, software-as-a-service, cloud or similar basis by a supplier (who as part of such arrangements is, among other things, responsible for hosting and providing the software to the customer), as opposed to software that is provided on an on-premises basis.

2 Contract Documents

2.1 The Contract consists of the following documents:

(a) these Call-Off Terms and Conditions;

(b) the Schedule(s) to these Call-Off Terms and Conditions;

(c) the Order Form (and any appendices thereto); and

(d) the Brief (annexed to the Order Form).

2.2 The Contract is made pursuant to the Framework Agreement.

2.3 In the event of any inconsistency or conflict between the Framework Agreement and the Contract, the Framework Agreement shall prevail.

2.4 Save in respect of the Framework Agreement, the Contract supersedes all other oral and/or written communications, representations, agreements or undertakings between the parties.

3 Appointment

3.1 The Customer appoints the Supplier as the supplier of the Software and/or Services set out in the Order Form.

3.2 The Contract shall take effect on and from the date of the Contract and shall expire automatically at the end of the Term.

3.3 The Customer may, by giving written notice to the Supplier not less than 3 (three) month(s) before the Contract End Date, extend the Contract End Date for any further period or periods specified in the Order Form. The provisions of the Contract will apply throughout any such extended period.

3.4 Any omission on the part of the Customer to inspect, review or disapprove shall not diminish or relieve the Supplier from any of its obligations or responsibilities under or in connection with the Contract.

3.5 The Supplier shall be responsible for the accuracy of all drawings, documents and information supplied to the Customer by the Supplier in connection with the supply of the

Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein.

4 No Partnership or Agency

4.1 Nothing in the Contract is intended to, or shall be deemed to:

4.1.1 establish any partnership or joint venture between any of the parties;

4.1.2 constitute any party as the agent of another party; or

4.1.3 authorise any party to make or enter into any commitments for or on behalf of any other party.

4.2 The Supplier confirms it is acting on its own behalf and not for the benefit of any other person.

5 Non Exclusivity

The Supplier acknowledges that, in entering the Contract, no form of exclusivity has been granted by the Customer for the supply of any software and/or services and that the Customer is at all times entitled to enter into other contracts and arrangements with any other suppliers for the supply of any software and/or services which are the same or similar to that which the Supplier may supply.

6 Supply of the Software and/or Services

6.1 The Supplier warrants and undertakes to the Customer that:

(a) it shall supply the relevant Software and/or Services diligently and in accordance with the Contract and in compliance with all applicable Laws and Good Industry Practice;

(b) it has exercised and shall continue to exercise in the performance of all its duties under the Contract all the skill, care and diligence reasonably to be expected of a properly qualified and competent supplier experienced in the supply of software and/or services of a similar nature to the Software and/or Services;

(c) it shall supply the relevant Software and/or Services in such a manner and at such times so that no act, omission or default of the Supplier shall cause or contribute to any breach of Law;

(d) it shall supply the relevant Software and/or Services in compliance with all reasonable instructions given in writing under or in connection with the Contract;

(e) it shall at all times observe and provide the Software and/or Services in accordance with the KPIs;

(f) it has the right to enter into the Contract and to provide any Software that it has agreed to supply on the basis described herein and grant to the Customer a licence and right to use that Software as contemplated by the Contract;

(g) all relevant Software and/or Services supplied by the Supplier shall:

(i) be fit for the purpose specified in, and comply with any other requirements documented in, the Brief;

(ii) in respect of any item of Software that is to be provided by the Supplier on an on-premises basis, comply with the Software Specification for the duration of the Software Warranty Period and be free from errors, bugs and defects;

(iii) in respect of any item of Software that is to be provided by the Supplier on an off-premises basis, be free from errors, bugs and defects and will comply with the Software Specification for the duration that the Supplier is obliged to provide the Software under the terms of the Contract;

(iv) be new, undamaged and free from defects in design, material and workmanship;

(v) be of satisfactory quality;

(vi) in respect of any on-premises Software that is (to be) delivered on a physical medium to a Customer, ensure that the physical medium is be properly packaged to survive transit and storage without damage, clearly labelled and addressed; and

(vii) otherwise comply with all applicable Laws.

6.2 In respect of each item of on-premises Software that is provided under the Contract, the Supplier shall, upon delivery of the relevant Software, provide the Customer with a delivery note.

6.3 In respect of each item of on-premises Software that is provided under the Contract, and notwithstanding the provisions of Clause 6.8, the Customer shall be entitled to reject the Software by notice to the Supplier within 30 (thirty) days of the later of the date of delivery of the Software to the Premises and the date of installation of the Software at the Premises if the Software does not comply with the terms of the Contract. Any rejected Software shall be returned to the Supplier at the Supplier's risk and expense and the Supplier shall be required to deliver replacement Software to the Customer within 15 (fifteen) days of receipt of the Customer's rejection notice, at no extra cost to the Customer. A Customer's right to reject under this Clause 6.3 shall apply equally to any Software replaced hereunder.

6.4 No failure by a Customer to reject the relevant Software under Clause 6.3 shall constitute acceptance or acknowledgment by the Customer of the relevant Software or the condition in which the Software was delivered, or in any way diminish or relieve the Supplier from any of its obligations or responsibilities under or in connection with the Contract.

6.5 In respect of each item of Software that is provided on an off-premises basis under the Contract, the Supplier shall ensure that the Software has been successfully set-up and configured to the Customer's specific requirements (as set out in the Order Form) and is made available to the Customer in that form on a software-as-a-service basis ready for access and use by the Customer in accordance with the Contract on and from the Access Date and for the Term. As part of such arrangements, the Supplier shall store the Customer Data and make the Customer Data available to the Customer through the Software.

6.6 In respect of each item of on-premises Software that is provided under the Contract, the Supplier will deliver the Software in accordance with the Delivery Date(s) and will successfully install and set-up the Software ready for use by the Customer on the Installation Date. The Supplier shall carry out such installation and set-up in accordance with any specific requirements agreed between the parties and set out in the Order Form.

6.7 Not Used

6.8 In respect of any item of on-premises Software that is delivered on a physical medium such as a CD under the Contract, title to the physical medium on which the Software is supplied shall pass to the Customer upon the earlier of:

6.8.1 delivery of the Software to the Premises in accordance with the Contract; or

6.8.2 payment for the Software in accordance with the Contract.

6.9 In respect of each item of on-premises Software that is delivered on a physical medium such as a CD under the Contract, if title to the physical medium on which the Software is supplied passes to the Customer prior to delivery, the Supplier shall arrange for the physical medium on which the Software is supplied to be marked as the Customer's property and shall ensure that they are stored and handled separately from other goods.

6.10 In respect of any item of on-premises Software that is delivered on a physical medium such as a CD under the Contract, risk of loss or damage to the physical medium on which the Software is supplied shall pass to the Customer when the physical medium on which the Software is supplied is delivered to the Premises in accordance with the Contract, save to the extent that any loss or damage after delivery is attributable to an act of the Supplier or its Personnel.

6.11 The Supplier shall have regard to all obligations on the part of the Customer in any third party agreements or in any other documentation relating to the Contract to which the Customer is a party to and of which copies (subject to the deletion of any confidential information therein) have been provided by or on behalf of the Customer (**Third Party Agreements**). The Supplier warrants and undertakes to the Customer that the Supplier will supply the relevant Software and/or Services and will perform its obligations under the Contract in such a manner and at such times that no act, omission or default of the Supplier shall cause or contribute to any breach by the Customer of any of its obligations under the Third Party Agreements or other documentation mentioned in this Clause 6.11.

6.12 If the Supplier becomes aware of any matter that may impact on its ability to deliver the relevant Software and/or Services in accordance with the Contract, it must immediately notify the Customer and shall propose and, if accepted by the Customer, implement any measures which may be practical to overcome or reduce any adverse impact on the Customer. The Supplier shall bear the cost of implementing such measures save where the relevant matter is a direct result of any wilful act, negligence or breach by the Customer of its obligations under the Contract.

6.13 The Supplier shall comply with the provisions of Schedule 5 (KPIs).

6.14 The parties shall comply with any additional terms and conditions relating to each item of Software that are set out in the Order Form and/or the Brief, including (without limitation) any terms and conditions relating to (i) the Customer's right and licence to access and use the Software; (ii) the installation, configuration, support and/or availability of the Software (as applicable); (iii) the provision of new versions and maintenance releases; (iv) data storage; (v) any Software related documentation; and (vi) the applicability of any of the Supplier's and/or any third party's (such as the ultimate software licensor's) policies or terms and conditions.

6.15 The Supplier shall provide the Services with effect on and from the Services Commencement Date until the Services End Date.

7 Use of the Software

7.1 In respect of each item of Software that is supplied by the Supplier to the Customer pursuant to the Contract, the Customer shall have the right (and shall be licensed) to access and use the Software on the basis, and subject to the terms and conditions, set out in the Order Form.

7.2 Save as expressly set out otherwise in the Order Form, in respect of each item of Software provided under the Contract, the Customer shall be licensed, and shall have the right to access and use the Software, on and subject to the terms and conditions of the Contract with effect on and from (i) where the Software is on-premises software, the earlier of the

Delivery Date and the Installation Date for the Software; and (ii) where the Software is off-premises Software, the Access Date for the Software, and for the term of the Contract.

7.3 The Customer acknowledges and agrees that, save as otherwise expressly set out in the Contract, the Customer shall acquire no rights in or to the Software.

8 Variations to the Contract

8.1 The parties acknowledge that the Customer may, at any time:

8.1.1 instruct the Supplier to add or omit any Software and/or Services to or from that which is being supplied under the Contract; or

8.1.2 instruct a change to the Brief annexed to the Order Form,

(a **Variation**),

provided always that such Variation shall not amount to a substantial variation for the purposes of regulation 72 of PCR (which the Customer shall determine in its sole discretion).

8.2 If any Variation instructed by the Customer shall:

8.2.1 in respect of the Software and/or Services being supplied under the Contract, increase or decrease the relevant Charge(s);

8.2.2 in respect only of any Software being supplied under the Contract on an on-premises basis, affect the Supplier's ability to supply the Software by the relevant Delivery Date(s) and/or install the Software by the relevant Installation Date; and/or

8.2.3 in respect only of any Software being supplied under the Contract on an off-premises, affect the Supplier's ability to allow the Customer to access and use the Software on and from the relevant Access Date in accordance with Clause 6.5,

the Supplier shall submit a quotation to the Customer within 10 (ten) days of the Variation instruction setting out the proposed increase or decrease to the relevant Charge(s) (calculated solely on the basis of the Supply Rates) and (where Clause 8.2.2 applies) applies, the proposed extension(s) to the relevant Delivery Date(s)/Installation Date and/or (where Clause 8.2.3 applies) the relevant Access Date.

8.3 Within 10 (ten) days of receipt of a Supplier's quotation pursuant to Clause 8.2, the Customer shall either accept the quotation, in which case the relevant Charge(s) and Delivery Date(s)/Installation Date and/or Access Date (if applicable) shall be adjusted accordingly, or withdraw the Variation instruction.

8.4 Until the Supplier's quotation is accepted in accordance with Clause 8.3, the Supplier shall continue to perform its obligations under the Contract as if the Variation had not been instructed and the Supplier agrees that the preparation of a quotation to be provided under Clause 8.2 will not cause any delay to the supply of the relevant Software and/or Services.

8.5 The Supplier shall have no entitlement to any increase in the relevant Charge or any extension(s) to the relevant Delivery Date(s)/Installation Date and/or Access Date where it complies with a Variation instruction prior to its quotation being accepted in accordance with Clause 8.3.

8.6 The Customer shall be entitled to refuse any Variation which does or could amount to a substantial variation for the purposes of regulation 72 of PCR.

8.7 The Supplier may request, in writing, a variation to the Charge(s) in the event there is a change in Law which was not reasonably foreseeable prior to the date of the Contract which

impacts on the Charge under the Contract. If the Supplier so requests a variation, the parties shall meet within 10 (ten) days of the date of such written request and shall agree any changes to the Charge in writing.

8.8 The Supplier and Customer acknowledge that in the event that the Supply Rates are amended in accordance with the procedures set out in Schedule 2 of the Framework Agreement, such amendments shall not apply to the Charge under the Contract unless agreed otherwise in writing between the parties and the Authority (in accordance with paragraph 8 of Schedule 2 of the Framework Agreement).

9 Payment of the Charge(s) and the Marketing Premium

Payment of the Charge(s)

9.1 The Customer shall pay the Supplier the Charge(s) as stated in Order Form as full remuneration for the supply of the Software and/or Services in accordance with the Contract.

9.2 Each Charge is fully inclusive of all costs and expenses of every kind incurred by the Supplier in connection with the supply of the Software and/or Services.

9.3 For the avoidance of doubt each Charge shall be exclusive of Value Added Tax. The Customer shall account for and pay the total amount of Value Added Tax properly due thereon.

9.4 The Charge(s) shall be paid to the Supplier in accordance with any stages set out in the Order Form and within 30 (thirty) days of receipt of properly rendered invoice(s) in accordance with Clause 9.5.

9.5 The Supplier shall submit invoices to the Customer in respect of any of the Charge(s) properly due to the Supplier under the Contract and all invoices submitted by the Supplier shall show amounts due, amounts invoiced to date.

9.6 Where any sum due under the Contract is not paid in full by the relevant due date, the Supplier shall be entitled (without prejudice to any other right or remedy) to suspend performance of its obligations under the Contract, provided that the Supplier shall give the relevant Customer not less than 14 (fourteen) days' notice of its intention to suspend performance of its obligations under the Contract and stating the ground(s) on which it intends to suspend performance. The right to suspend performance shall cease when the Customer makes payment in full of the amount due. Any period during which performance is suspended shall be disregarded for the purposes of any contractual time limit the time taken by the Supplier to supply the relevant Software and/or Services.

9.7 If the Customer fails to pay an amount due to the Supplier by the relevant due date, simple interest shall be added to the unpaid sum from the final date for payment until the actual date for payment. Such interest shall be calculated on a daily basis at the annual rate of 8% above the Bank of England base rate, together with any fixed charges, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the late payment of Commercial Debts Regulations 2013.

9.8 The Supplier acknowledges and agrees that the Authority, or any other Participating Consortia or any Member Institution has no liability to the Supplier for the payment of any Charges due to the Supplier pursuant to the Contract, unless the Authority or such Participating Consortia or Member Institution is the Customer under the Contract.

Payment of the Marketing Premium

9.9 The parties acknowledge that where the Customer is a Member Institution, the Supplier shall pay the Marketing Premium in accordance with the provisions of the Framework Agreement

and that the Marketing Premium Percentage may be amended during the Term in accordance with Clause 8.14 of the Framework Agreement.

10 Set Off

10.1 The parties acknowledge that the Customer may at any time, without notice to the Supplier, set-off any liability owed by the Supplier to the Customer against any liability owed by the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated and whether or not liability arises under the Contract. Any such exercise of set-off by the Customer shall not limit or affect any of the Customer's rights or remedies available under the Contract.

10.2 For the avoidance of doubt, all amounts due from the Supplier to the Customer under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding by the Supplier.

11 Personnel

11.1 The Supplier warrants to the Customer that all of the Supplier's Personnel shall at all times have the necessary qualifications and experience to perform their duties as required under the Contract.

11.2 The Supplier warrants to the Customer that all of the Supplier's Personnel shall at all times have the necessary qualifications and experience to meet the standards offered by the Supplier under the Contract.

11.3 The Supplier shall provide such details of its Personnel that may require access to the Premises to perform their duties as required under the Contract as are reasonably requested in writing by the Customer.

11.4 The Supplier shall ensure that when on the Premises, its Personnel at all times comply with all Laws and other requirements that may be in force from time to time in relation to the Premises.

11.5 The Customer may request the removal of any Supplier's Personnel, where in the Customer's reasonable opinion such Personnel's performance or conduct is or has been unsatisfactory. The Supplier shall promptly remove and replace such Personnel at the Supplier's own cost and expense.

12 Premises

12.1 The Customer grants the Supplier a non-exclusive licence to access the Premises, as may be reasonably required for the sole purpose of performing its obligations under the Contract.

12.2 The Supplier shall co-operate with all other suppliers or personnel who may also have access to the Premises.

12.3 At the end of the Term, the Supplier shall:

12.3.1 remove from the Premises all the Supplier's equipment and unused materials;

12.3.2 clear away all rubbish arising out of or in connection with the supply of the relevant Software and/or Services; and

12.3.3 leave the Premises in a clean and tidy condition to the Customer's reasonable satisfaction.

12.4 If the Supplier fails to comply with Clause 12.3, the Customer may remove and dispose of the Supplier's equipment and unused materials and clear away and clean the Premises as

required by Clauses 12.3.2 and 12.3.3 and the Customer shall be entitled to recover the cost of doing so from the Supplier as a debt.

12.5 Where the Supplier leaves any equipment or materials on the Premises during the Term, it does so at its own risk and the Customer shall have no liability to the Supplier in relation to such equipment or materials.

13 Assignment and Sub-contracting

13.1 Subject to Clause 13.2, the Supplier shall not assign, charge or transfer any right or obligation under the Contract or in any way deal or part with its interest in the Contract or any part of it to any person, without the Customer's prior written consent, which shall not be unreasonably withheld (provided always that the Customer shall be entitled to refuse to consent to any assignment, charge or transfer which could or does breach any regulation(s) of the PCR).

13.2 The Supplier shall not sub-contract to any person the performance of any of its obligations under the Contract:

(a) except with the Customer's prior written consent, such consent not to be unreasonably withheld;

(b) if any such sub-contracting would be inconsistent with the Supplier's tender in the Original Tender Process and/or the Mini Tender; and

(c) if any such sub-contracting could or would in the sole opinion of the Customer breach any regulation(s) of the PCR.

13.3 If the Customer consents to the Supplier to sub-contract, then the Supplier shall co-ordinate and integrate such services provided by the sub-supplier with his own and no sub-contracting by the Supplier and no consent by the Customer shall in any way relieve the Supplier from any liability or obligation in respect of the performance of its obligations under the Contract.

13.4 The Customer may at any time assign by absolute legal assignment the benefit of all the Supplier's obligations and the entire benefit arising under or out of the Contract to

13.4.1 any Contracting Authority (as defined in the PCR);

13.4.2 any other body established by the Crown or under statue to substantially perform any of the functions that had previously been performed by the Customer;

13.4.3 any private sector body which substantially performs the functions of the Customer,

provided that any such assignment shall not increase the Supplier's obligations under the Contract.

13.5 If the Supplier sub-contracts the Contract in accordance with this Clause 13, the sub-contract must be entered into on equivalent and no less onerous terms than the terms of the Contract.

14 Intellectual Property Rights

14.1 Any Customer's IP shall remain vested in the Customer and the Customer shall grant the Supplier an irrevocable, transferable, non-exclusive, royalty free licence to use such IP for the purpose of performing its obligations under the Contract.

14.2 The Project IP shall immediately vest in the Customer upon its creation or discovery and the Customer shall grant the Supplier an irrevocable, transferable, non-exclusive, royalty free licence to use the Project IP for the purpose of performing its obligations under the Contract.

14.3 The Supplier's Background IP shall remain vested in the Supplier and the Supplier shall grant the Customer an irrevocable, transferable non-exclusive, royalty free licence to use the Supplier's Background IP for any purpose related to the Contract and the Services supplied hereunder.

14.4 The licences granted under this Clause 14 include a right to sub-licence.

14.5 All royalties or other sums payable in respect of the supply and use of any patented article, processes or inventions required for and in relation to the performance of the Supplier's obligations under the Contract shall be paid by the Supplier.

14.6 The Supplier shall not be liable for any use of the Supplier's Background IP or Project IP other than that for which they were prepared.

14.7 For clarity, the foregoing provisions of this Clause 14 do not (i) licence or set out the basis upon which the Customer may access and use the Software (and the parties agree that such matters shall be governed by the provisions of Clause 7); or (ii) assign any Intellectual Property Rights in the Software to the Customer.

15 Confidentiality and publicity

15.1 Subject to Clauses 16 and 24, the Supplier will keep confidential all financial information, supplier lists, manuals, software (including its source code), trade secrets, business forecasts, specifications, correspondence, books, records, documents, agreements, photographs, quotations, invoices, files, plans, drawings, any other similar material or information relating in any way to the Contract, and/or the business of the Customer. The Supplier will not disclose details of these to any person, other than to its professional advisers, insurers and the Supplier's Personnel, without the consent of the Customer, and then only insofar as such disclosure is necessary for the effective performance of the Supplier's obligations under the Contract. The provisions of this Clause will continue to apply notwithstanding any novation and/or termination of the Contract for any reason and notwithstanding the completion of the performance of the Supplier's obligations under the Contract.

15.2 The Supplier shall not be liable for the disclosure of any confidential material which is referred to in Clause 15.1 which:

(a) is or becomes available to the public, other than by means of a breach of the Contract; or

(b) is required by Law to be disclosed.

15.3 The Supplier shall not, without the Customer's prior written consent, use the Customer's corporate name or any other unnamed trademark associated with the Customer for any purpose, including but not limited to by illustration, advertising, publicising, marketing or selling services and/or products, except as may otherwise be required by Law. In that event, the Supplier shall provide the Customer with written notice of such request as soon as reasonably practicable, sufficient to allow the Customer an opportunity to object prior to such disclosure.

15.4 Notwithstanding the provisions in this Clause 15 and Schedule 4 (Data Protection), the parties shall comply with the Data Protection Legislation.

15.5 To the extent there are any inconsistencies and/or conflicts between this Clause 14 and any separate confidentiality agreement entered into between the Authority and the Supplier [(pursuant to the Original Tender Process)] and/or between the Customer and the Supplier, the terms of any such confidentiality agreement(s) will prevail.

16 **Freedom of Information**

16.1 The Supplier acknowledges that the Customer is subject to the FOIA and the EIR and the Supplier shall, at its cost, use all reasonable endeavours and take all necessary steps to assist the Customer in complying with the FOIA and/or the EIR.

16.2 If the Supplier receives a 'request' from any third party (as that term is defined in the FOIA and the EIR, as applicable), it shall immediately provide the Customer with a written copy of that request.

16.3 The Supplier shall ensure that the provisions of this Clause 16 are included in any subcontract it enters into in respect of the Contract.

17 **Insurance**

17.1 The Supplier warrants that it currently maintains and shall continue to maintain:

17.1.1 professional indemnity insurance;

17.1.2 product liability insurance;

17.1.3 public liability insurance; and

17.1.4 employer's liability insurance,

for the periods set out in Clause 16.1 of the Framework Agreement, all with a well-established and reputable insurance office or underwriter of repute carrying on business in the United Kingdom and the European Union with a limit and basis of indemnity as set out in Article 3 of the Memorandum of Agreement in the Framework Agreement for each and every claim provided always that such insurance is generally available in the United Kingdom and the European Union to the business of the Supplier at commercially reasonable rates and terms. The Supplier shall immediately inform the Customer if such insurance ceases to be generally available at commercially reasonable rates and terms and for the avoidance of doubt it is hereby agreed and declared that any increased or additional premium required by insurers by reason of the Supplier's own claims record or other acts, omissions, matter or things particular to the Supplier shall be deemed to be within commercially reasonable rates.

17.2 As and when the Supplier is reasonably requested in writing to do so by the Customer, the Supplier shall produce for inspection sufficient documentary evidence in the form of a standard insurance broker's certificate that the insurance required under Clause 17.1 is being maintained in accordance with the terms of the Contract. If the Supplier fails to supply the relevant evidence, the Customer shall be at liberty to effect such insurance cover as it deems necessary at the Supplier's cost.

17.3 The Supplier shall not, once a claim under Clause 17.1 of the Contract has been notified to it, voluntarily do anything which would reduce or tend to reduce the scope of indemnity under its insurance policies or the amount of indemnity monies which will be available thereunder were the claim against it to succeed in full.

18 **Suspension and/or Termination**

18.1 The Customer may, in addition to any other rights and remedies which it may have, by giving not less than 7 (seven) days' written notice to the Supplier, suspend or terminate the Supplier's appointment under the Contract. If the Supplier's appointment is suspended pursuant to this Clause 18.1 then the Customer may, by giving not less than 7 (seven) days' written notice, require the Supplier to resume performance at any time within a period of 6 (six) months from the date of suspension. The Supplier shall use all reasonable endeavours

to resume performance of its obligations under the Contract as soon as possible after receipt of the Customer's written notice. If the Customer has not required the Supplier to resume performance within such period, then the Supplier's appointment under the Contract shall be deemed to have been terminated.

18.2 The Customer or the Supplier may suspend and/or terminate the Supplier's appointment under the Contract upon serving written notice on the other in the event that:

(a) the other is in breach of the Contract in any material respect and the other has failed within 30 (thirty) days of the service of the other's written notice to remedy such breach or breaches; and/or

(b) distress or execution is levied or threatened upon any of the other's property or any judgement against the other remains unsatisfied for more than 14 (fourteen) days or the other (being an individual) is bankrupt or unable to pay his debts or seeks an arrangement with his creditors, or the other (being a company) has an administrator appointed of it or a receiver or manager or administrative receiver is appointed of it or any of its assets or it enters into liquidation or it proposes or makes any voluntary arrangement with its creditors; any petition is presented or any resolution passed or any steps or proceedings taken which may lead to any of the foregoing occurrences; the other ceases to carry on business; and/or

(c) if any of the termination provisions of regulation 73(1) of PCR apply.

18.3 The Customer may terminate the Contract in accordance with

18.3.1 0 (Anti-bribery and Corruption); or

18.3.2 Schedule 5 (KPIs).

18.4 Not used.

18.5 Suspension or termination of the Supplier's appointment under the Contract, howsoever arising, shall be without prejudice to the rights and remedies of either of the parties in relation to any negligence, omission or default of the other prior to such termination.

18.6 If the Supplier's appointment under the Contract has been suspended or terminated by the Customer pursuant to Clause 18.1, or terminated by the Supplier pursuant to Clause 18.2 then:

18.6.1 after suspension or termination of the Supplier's appointment under the Contract, the Supplier shall immediately provide to the Customer copies of all Documentation for and in relation to this Contract which has been prepared by it or on its behalf or is in its possession;

18.6.2 the Supplier shall be entitled to send an invoice to the Customer for all outstanding Charges earned by the Supplier for the Services properly performed (whether wholly or in part) and Value Added Tax due thereon;

18.6.3 the Customer shall not be liable for any Losses howsoever arising out of or in connection with the suspension or termination of the Contract;

18.6.4 pursuant to the terms of the Contract, the Customer shall pay to the Supplier any instalments of any Charge and any other amounts which have accrued due prior to the date of suspension or termination, together with a proportion of the next following instalment of any Charge commensurate with the Services properly performed up to the date of suspension or termination carried out prior to the date of suspension or termination; and

18.6.5 the Participating Consortium shall be entitled to send an invoice to the Supplier for all outstanding amounts in relation to the Marketing Premium and Value Added Tax due to the Customer thereon.

18.7 If the Supplier's appointment under the Contract has been suspended or terminated by the Customer pursuant to Clause 18.2, 18.3 or 18.4:

18.7.1 after termination of the Supplier's appointment under the Contract, the Supplier shall immediately provide the Customer with copies of all Documentation for and in relation to the Contract which has been prepared by it or on its behalf or is in its possession and then delete this data following confirmation from the Customer of receipt;

18.7.2 the Customer shall not be liable for any Losses howsoever arising out of or in connection with the suspension or termination of the Contract; and

18.7.3 the Authority shall be entitled to send an invoice to the Supplier for all outstanding amounts in relation to the Marketing Premium and Value Added Tax due thereon.

19 Force Majeure

19.1 Neither party (subject to clause 19.3) shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract (except in relation to payment) if such delay or failure result from events, circumstances or causes beyond its reasonable control (**Force Majeure Event**).

19.2 In such circumstances the relevant party shall use all reasonable endeavours to mitigate any such delays and the time for performance shall be extended by a period equivalent to the period during which the performance of the obligation has been delayed or railed to be performed by the Force Majeure Event or the affected party shall be entitled to a reasonable extension of time for performing such obligations.

19.3 The following events, circumstances or causes shall not constitute a Force Majeure Event for the purposes of this Clause 19: system failures, cyber-attacks (including denial-of-service attacks) and power outages affecting the Supplier's, or its sub-contractors', systems or equipment.

20 Communications

20.1 Except as otherwise provided for in the Contract, all notices or other communications under or in respect of the Contract to either party must be in writing and shall be deemed to be duly given or made when delivered, in the case of personal delivery or sent by prepaid recorded delivery or registered post, or when posted, deemed to have been received 48 (forty-eight) hours after the same shall have been posted, or when despatched, in the case of e-mail, to the party addressed to him at the address stated in Clause 20.3 or such other address as such party may by notice in writing nominate for the purpose of service.

20.2 A written notice includes a notice by e-mail (confirmed by letter). A notice or other communication received on a non-working day or after normal business hours in the place of receipt, shall be deemed to be given or made on the next following working day in that place.

20.3 Any written notice provided under Clause 20.1 shall be sent:

20.3.1 in the case of the Customer, as set out in the relevant Order Form; and

20.3.2 in the case of the Supplier, as set out in the relevant Order Form.

20.4 Either party may change its respective notice correspondence information referred to in Clause 20.3 by prior written notice to the other party.

21 Indemnities

21.1 The Supplier shall indemnify and keep indemnified in full the Customer from and against all Losses suffered or incurred by the Customer arising out of or in connection with:

21.1.1 the Supplier infringing or being held to infringe any Intellectual Property Rights in the performance of the Supplier's obligations under the Contract;

21.1.2 the Customer infringing or being held to infringe any Intellectual Property Rights through the use of the Supplier's Background IP, the Project IP or the relevant Software and/or Services;

21.1.3 any wilful act, breach or negligent performance or non-performance of its obligations under the Contract by the Supplier;

21.1.4 subject to the provisions of Clause 22.2.1, the death or personal injury of any person or physical damage to any property attributable to the Supplier's performance or non-performance of its obligations under the Contract; and/or

21.1.5 any breach by the Supplier of its obligations pursuant to Schedule 4 (Data Protection) of the Contract.

21.2 The indemnities in Clause 21.1 shall not apply to the extent that the relevant Losses are attributable to the Customer's breach, wilful act or negligent performance or non-performance of the Contract.

21.3 Not used.

22 Limit of liability

22.1 Except where expressly stated elsewhere in the Contract:

22.1.1 the Supplier's total liability to the Customer for all losses howsoever arising under, for breach of, or in connection with the Contract is limited to, and shall not exceed the Supplier Liability Cap in the aggregate,

22.1.2 the Customer's total liability to the Supplier for all losses howsoever arising under, for breach of, or in connection with the Contract is limited to, and shall not exceed the Customer Liability Cap in the aggregate; and

22.1.3 neither party shall be liable to the other for any indirect loss or consequential loss, loss of contribution to incidental costs, loss of profit or overheads or loss of reputation, howsoever arising under, for breach of, or in connection with the Contract.

22.2 Nothing in the Contract shall limit or exclude:

22.2.1 either party's liability to the other for death or personal injury resulting from that party's negligence; or

22.2.2 any damage or liability incurred by either party as a result of fraud or fraudulent misrepresentation by the other; or

22.2.3 either party's liability to the other for any breach of Clause 24 and/or Schedule 4 .

23 Anti-bribery and Corruption

The parties shall comply with 0 in relation to anti-bribery and corruption.

24 Data Protection

The parties shall comply with Schedule 4 in relation to data protection.

25 **Conflicts of interest**

25.1 The Supplier may not, without the Customer's prior written consent, be directly or indirectly engaged, concerned or have any financial interest in any capacity with the Customer.

25.2 The Supplier shall promptly notify the Customer in writing of any actual or potential conflict of interest which arises during the Term and the Customer shall be entitled to require the Supplier to take such reasonable steps to remedy any conflict of interest as are reasonably required by the Customer.

26 **The UK's decision to leave the European Union**

26.1 Neither Brexit, nor any fluctuations in the GBP exchange rate (whether resulting directly or indirectly from Brexit), shall affect in any way the obligations of either party under the Contract and neither party shall be entitled to rely on Brexit and/or any fluctuations in the GBP exchange rate to make any claim against the other, whether for additional time, money or otherwise, on any basis, including for the avoidance of doubt in contract, tort or equity.

26.2 An event of Brexit and/or any fluctuations in the GBP exchange rate (whether resulting directly or indirectly from Brexit) shall not permit either party to vary and/or to terminate the Contract (or any part of the Contract) save where that party is otherwise entitled to vary and/or terminate the Contract (or any part of the Contract).

26.3 Both parties acknowledge that they have assessed the potential impact of Brexit on their ability to perform their obligations under the Contract and have taken all associated risks into account when entering into the Contract.

26.4 Both parties acknowledge and agree that any impact of Brexit on their ability to perform their obligations under the Contract shall not be deemed to be a Force Majeure Event for the purposes of Clause 19 of the Contract.

27 **Dispute Resolution**

27.1 If a Dispute arises in respect of the Contract then the procedure set out in this Clause 26 shall apply.

27.2 In the event of a Dispute, either party shall serve on the other party a Dispute Notice, together with any relevant supporting documentation.

27.3 Following the service of any Dispute Notice pursuant to Clause 27.2, Procurement Category Manager of the Customer and the Account manager of the Supplier shall use reasonable endeavours to resolve the Dispute, in good faith.

27.4 If Procurement Category manager of the Customer and the Account manager of the Supplier are for whatever reason unable to resolve the Dispute within 30 (thirty) days of service of the relevant Dispute Notice, the Dispute shall be referred to the Head of Procurement of the Customer and the Sales Director of the Supplier who shall use reasonable endeavours to resolve the Dispute, in good faith.

27.5 If Head of Procurement of the Customer and the Sales Director of the Supplier are for whatever reason unable to resolve the Dispute within 30 (thirty) days of the Dispute being referred to them pursuant to Clause 27.4, the parties will seek to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. The Mediator shall be nominated by CEDR Solve, unless otherwise agreed (in writing) between the parties. To initiate the mediation, a party must provide a written notice (**ADR Notice**) to the other party to the Dispute, requesting mediation. A copy of any such ADR Notice must be sent to CEDR Solve. The mediation will not start later than 15 (fifteen) after the date of the ADR Notice and the party providing the ADR Notice shall be responsible for all costs associated with the

provision of such ADR Notice (subject to any agreement made between the parties in relation to costs associated with such mediation).

27.6 In the event that:

27.6.1 the Dispute is not resolved within 30 (thirty) days after the service of an ADR Notice; or

27.6.2 either party fails to participate or fails to continue to participate in the mediation before the expiry of such 30 (thirty) days; or

27.6.3 the mediation terminates before the expiry of such 30 (thirty) days,

the Dispute shall be referred to the Courts of England and Wales in accordance with Clause 35 of the Contract.

27.7 No party may commence any court proceedings under Clause 35 of the Contract in relation to the whole or any part of a Dispute until 60 (sixty) days after the service of the ADR notice (provided that the right to issue proceedings is not prejudiced by a delay).

28 Records and Audit Access

28.1 The Supplier shall keep and maintain until 6 (six) years after the date of the end of the Term, full and accurate records and accounts of the operation of the Contract including but not limited to the Software and/or Services provided under it in accordance with good accountancy practice.

28.2 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of 6 (six) years after the date of the end of the Term to the Customer and/or the auditor and/or any statutory body entitled by Law on written request and shall provide the Customer and/or the auditor and/or any statutory body entitled by Law access to such records and accounts as may be required from time to time.

28.3 Subject the provisions of Clause 15, the Supplier shall on written request provide the auditor with all reasonable co-operation and assistance in relation to each audit, including:

(a) all information requested by the auditor within the scope of the audit;

(b) reasonable access to sites controlled by the Supplier and to equipment and materials used in the provision of the Software and/or Services; and

(c) access to the Supplier's Personnel.

28.4 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 28 unless the audit reveals a material breach by the Supplier of good accountancy practice and/or the Contract, in which case the Supplier shall reimburse the Customer for the reasonable costs it incurs in relation to the audit.

29 Compliance with Anti-Slavery and Human Trafficking Laws and Policies

29.1 In performing its obligations under the Contract the Supplier shall comply with all applicable labour, anti-slavery and human trafficking legislation and regulations in force from time to time in the United Kingdom, including but not limited to the Modern Slavery Act 2015 (**Anti-Slavery Laws**).

29.2 The Supplier represents and warrants that, as at the date of the Contract, neither the Supplier nor any of its officers, employees or agents have been convicted of any offence involving slavery and/or human trafficking, nor have they been or are the subject of an

investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and/or human trafficking whether pursuant to the Anti-Slavery Laws or any other relevant legislation in force from time to time.

29.3 The Supplier shall, throughout the Term, use its best endeavours to include, in all of its contracts with any of its subcontractors of any tier in the supply chain involved in the production or provision of the Software and/or Services:

29.3.1 a provision obliging the relevant subcontractor to provide the Software and/or Services specified in the relevant subcontract in accordance with Anti-Slavery Laws; and

29.3.2 provisions (to take effect upon a breach by the subcontractor of its obligation to provide the Software and/or Services under the relevant subcontract in accordance with Anti-Slavery Laws) which provide that:

(a) if a subcontractor's failure to comply with Anti-Slavery Laws has occurred more than once in any 6 (six) month period, the Supplier must serve a written notice on the subcontractor;

(i) specifying that the notice is a formal warning notice;

(ii) giving reasonable details of the subcontractor's breach; and

(iii) stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of the Subcontract;

(b) if, following service of a warning notice under Clause 28.3.2 (a), the breach specified has continued beyond 14 (fourteen) days or has recurred more than once within a 6 (six) month period after the date of the notice then the Supplier must serve another written notice on the subcontractor:

(i) specifying that it is a final warning notice;

(ii) stating that the breach specified has been the subject of a warning notice served within the 12 (twelve) month period prior to the date of service of the final warning notice; and

(iii) stating that, if the breach continues or recurs again within the 6 (six) month period after the date of the final warning notice, the subcontract may be terminated; and

(c) where a breach continues or recurs pursuant to Clause 29.3.2(b), the Supplier may terminate the subcontract by 7 (seven) days' notice in writing to the subcontractor,

or provisions that are equivalent to and no less onerous than those set out above.

30 Handover

30.1 Not used.

31 Contracts (Rights of Third Parties) Act 1999

Nothing in the Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

32 **Severability**

If any part of the Contract becomes, or is determined by any court or tribunal to be, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

33 **Liability**

The parties hereby agree that the Supplier shall remain liable under the Contract for 6 (six) years after the date of the end of the Term.

34 **Counterparts**

This Contract may be executed in one or more counterparts. Any single counterpart or set of counterparts executed, in either case, by all the parties shall constitute a full original of the Contract for all purposes.

35 **Governing Law and Jurisdiction**

35.1 The terms and conditions of the Contract and any Dispute shall be governed by the laws of England and Wales.

35.2 The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.

36 **Waiver**

36.1 A party's failure or delay to exercise a power or right under the Contract does not operate as a waiver of that power or right.

36.2 A waiver of a power or right will only be effective:

36.2.1 if it is in writing and signed by the party who has the benefit of the power or right being waived; and

36.2.2 in respect of the specific instance to which it relates and for the specific purpose for which it is given.

36.3 Communications between the parties made before the date of the Contract which are not expressly contained within the Contract shall not be deemed to be incorporated into the Contract.

36.4 Notwithstanding any other provision of the Contract, the terms approval or comment or consent when used in the context of any approval, comment or consent to be given by the Customer shall have the meaning acceptance of general principles only and no such approval, comment or consent shall diminish or relieve the Supplier from any of its obligations or responsibilities under or in connection with the Contract.

37 **Amendments to the Contract**

37.1 An amendment or variation to the Contract shall not be effective or binding unless it is in writing and signed by the Supplier and the Customer.

37.2 No amendment or variation to the Contract shall be permitted which could or does amount to a substantial variation for the purposes of regulation 72 of PCR (which the Customer shall determine in its sole discretion).

37.3 For the avoidance of doubt, the Customer shall be entitled to refuse any proposed amendment or variation to the Contract which does or could amount to a substantial variation for the purposes of regulation 72 of PCR.

This document has been entered into by the parties or their duly authorised representatives on the date set out at the beginning of this document.

Signed for and on behalf of)
CUSTOMER)
)

sign here: [redacted]

print name: [redacted]

Signed for and on behalf of)
SUPPLIER)
)

sign here: [redacted]

print name: [redacted]

Schedule 1: Anti-bribery and Corruption

[Drafting note: The below provisions currently only refer to Personnel, and may need to be updated to include references to subcontractors of the Supplier as well if the Supplier will be utilising subcontractors.]

[Drafting note: This is sample drafting only. To be replaced or amended as necessary in respect of any anti-bribery / corruption policy which the Customer may have.]

1. The term **Prohibited Act** means

   (a) directly or indirectly offering, promising or giving any person working for or engaged by the Customer a financial or other advantage of any kind to:

      (i) induce that person to improperly perform a relevant function or activity; or

      (ii) reward that person for improper performance of a relevant function or activity;

   (b) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;

   (c) committing any offence;

      (i) under the Bribery Act 2010;

      (ii) under Law creating offences in respect of fraudulent acts;

      (iii) at common law, in respect of fraudulent acts; or

      (iv) at common law, in respect of fraudulent acts relating to the Contract or any other contract with the Customer or any other public body; or

   (d) defrauding, attempting to defraud or conspiring to defraud the Customer.

2. The Supplier:

   (e) shall not, and shall procure that the Supplier's Personnel shall not, in connection with Contract, commit a Prohibited Act;

   (f) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Customer, or that any agreement has been reached to that effect, in connection with the execution of the Contract; and

   (g) warrants that in entering into the Contract it has not committed any Prohibited Act (as declared by the Supplier pursuant to the Original Tender Process in accordance with regulation 57 of the PCR).

3. The Supplier shall:

   (h) if requested in writing, provide the Customer, at the Customer's reasonable cost, to enable the Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and

   (i) within 20 (twenty) days of the date of the Contract, and annually thereafter, certify in writing to the Customer compliance with this 0 by the Supplier and all persons associated with it or any other persons who are supplying the Software and/or Services in connection with the Contract. The Supplier shall provide any such

supporting evidence of compliance with this 0 as the Customer may reasonably request.

4. The Supplier shall put in place and maintain an anti-bribery policy (a copy of which shall be provided to the Customer within 20 (twenty) days of the date of the Contract) which shall, as a minimum, prevent any Personnel from committing a Prohibited Act and shall enforce it where appropriate.

5. If at any time any breach of paragraph 2 above is suspected or known, the Supplier must notify the Customer immediately with the details of any such breach to follow in writing as soon as reasonably practicable.

6. If the Supplier notifies the Customer that it suspects or knows that there may be a breach of this 0, the Supplier will respond promptly to all of the Customer's enquiries in relation to any such suspected or actual breach and will co-operate at all times with any investigation, and permit the Customer access to and audit of any books, records and any other relevant documents. The obligation under this paragraph shall continue for 7 (seven) years following the expiry or termination of the Contract.

7. The Customer may terminate the Contract by written notice with immediate effect if the Supplier, its Personnel (in all cases whether or not acting with the Supplier's knowledge) breaches paragraph 2 of this 0. Any such termination shall be without prejudice to any right or remedy which has already accrued or which subsequently accrues to the Customer.

8. Any notice provided by the Customer pursuant to paragraph 7 must specify:

   (j) the nature of the Prohibited Act;

   (k) the identity of the party who the Customer believes has committed the Prohibited Act; and

   (l) the date on which the Contract will terminate in accordance with the applicable provisions of this 0.

9. Notwithstanding Clause 27 (Dispute Resolution) of the Contract, the Customer shall determine any Dispute relating to the interpretation of this 0 and/or the amount or value of any gift, consideration or commission and any such determination by the Customer shall be final and binding upon the parties.

Schedule 2: Participating Consortia

As per Schedule 6 of the Framework Agreement.

Schedule 3: Re-tendering, handover and TUPE

Not Used

Schedule 4: Data Protection

[Drafting note: the below provisions have been drafted on the basis that there will be a "Controller to Processor" arrangement between the Customer (as Controller) and the Supplier (as the Processor). If the arrangement between the Customer and the Supplier is not a Controller to Processor arrangement, different provisions will need to be included.]

In this Schedule, the following words and expressions shall have the following meanings:

Controller means the person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;

Data Protection Particulars means, in relation to any Processing under the Contract: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects as set out in the Order Form;

Data Subject means the identified or identifiable natural living person to whom the Personal Data relates;

Personal Data means any information relating to an identified or identifiable living individual;

Personal Data Breach means any act or omission that (i) compromises the security, confidentiality or integrity of the Personal Data that the Supplier Processes for and on behalf of the Customer (including, by way of example, the unauthorised loss or disclosure of any such Personal Data by the Supplier); (ii) compromises the physical, technical, administrative or organisational safeguards put in place by the Supplier that relate to the protection of the security, confidentiality or integrity of such Personal Data (including any breach of the IT and data security requirements); or (iii) causes the Customer or Supplier to be in breach of data protection Law (in particular the Data Protection Legislation);

Processor means the person which processes Personal Data on behalf of the Controller;

Processing means any operation or set of operations which is performed on Personal Data, whether or not by automated means and **"Process"**, **"Processes"** and **"Processed"** shall be construed accordingly; and

Sensitive Personal Data means Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR.

1 **Data Protection**

1.1 The parties acknowledges and agree that:

(a) the Contract will require the Processing of Personal Data by the Supplier on behalf of the Customer;

(b) the Customer shall determine the purposes for which and the manner in which Personal Data will be processed by the Supplier on behalf of the Customer under the Contract;

(c) the Customer is the Controller and the Supplier is the Customer's Processor in respect of all such Personal Data; and

(d) the only Processing of Personal Data that the Supplier is authorised to do is listed in the Data Protection Particulars

1.2 Where, under or in connection with the Contract, the Supplier Processes Personal Data on behalf of the Customer and the Customer's Processor, the Supplier shall Process the Personal Data only:

(a) to the extent, and in such as manner, as is necessary for the performance by the Supplier of its obligations under the Contract and in accordance with the Customer's written instructions; and

(b) as otherwise required by European Union law or individual European Union member state law to which the Supplier is subject, in which case the Supplier shall inform the Customer of that legal requirement before Processing the Personal Data (unless that law, on important grounds of public interest, prohibits the Supplier from informing the Customer).

1.3 If the Supplier is required by Law to Process Personal Data otherwise than in accordance with this Schedule 4, the Supplier shall immediately inform the Customer of the legal requirement before Processing Personal Data (unless prohibited from doing so by Law). The Supplier shall immediately inform the Customer if, in its opinion, Processing the Personal Data in accordance with written instruction received from the Customer or in the performance of its obligations under the Contract infringes Data Protection Legislation to which either the Customer or the Supplier is subject.

1.4 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any data protection impact assessment, as defined in the GDPR, prior to commencing any Processing. Such assistance may, at the discretion of the Customer, include:

(a) a systematic description of the envisaged Processing operations and the purpose of the Processing;

(b) an assessment of the necessity and proportionality of the Processing operations in relation to the performance of the Contract;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

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

1.5 The Supplier will not Process Personal Data, or disclose Personal Data to any party who carries on business, outside the EEA except with the Customer 's prior written consent and where such consent is given, take such actions and enter into such agreements as the Customer may require to ensure that such transfer or disclosure complies with Law.

1.6 The Supplier will keep a record of any Processing of Personal Data it carries out under the Contract.

1.7 The Supplier shall not disclose Personal Data to any person except under the Contract or with the Customer's written consent.

1.8 The Supplier shall ensure that access to Personal Data is limited to:

(a) those employees who need access to Personal Data to meet the Supplier's obligations under the Contract; and

(b) in the case of any access by any employee, such part or parts of Personal Data as is strictly necessary for performance of that employee's duties.

1.9 The Supplier shall ensure that employees that require access to Personal Data:

(a) are informed of the confidential nature of Personal Data;

(b) have undertaken training in Law (including Data Protection Legislation) relating to handling Personal Data; and

(c) are aware both of the Supplier's duties and their personal duties and obligations under Law (including Data Protection Legislation) and the Contract.

1.10 Without prejudice to Clause 15 of the Contract, the Supplier shall ensure that all persons authorised to Process Personal Data are under an appropriate contractual or other legal obligation of confidentiality in respect of Personal Data.

1.11 The Supplier shall not disclose Personal Data to any Data Subject or to a third party other than at the request of the Customer or as provided for in the Contract.

1.12 The Supplier shall, taking into account the nature of the Processing, implement appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and to ensure the security of the Personal Data and prevent Personal Data Breaches, having taken account of the:

(a) nature of the Personal Data to be protected;

(b) harm that might result from a Personal Data Breach;

(c) state of technological development; and

(d) cost of implementing any measures.

1.13 Appropriate technical and organisational measures include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, taking reasonable steps to ensure the reliability of its employees with access to Personal Data and regularly assessing and evaluating the effectiveness of such measures adopted.

1.14 The Supplier shall, upon becoming aware, immediately and in any event within 24 hours notify the Customer of any Personal Data Breach and shall work together with the Customer to provide the Customer with full co-operation and assistance, including to investigate the Personal Data Breach (including by (i) assisting with any investigation launched by the Customer; (ii) facilitating interviews with the Supplier's employees and others involved in the matter; and (iii) making available all relevant records reasonably required by the Customer to investigate the Personal Data Breach or otherwise comply with Law or the requests of any competent regulatory authority in relation to the Personal Data Breach or its investigation).

1.15 The Supplier shall not engage another Processor to Process Personal Data on behalf of the Customer except with the Customer's prior specific written authorisation and, where such authorisation is given, enter into a contract with the Processor that imposes the same contractual obligations set out in this Schedule 4 on that Processor, and remain liable for any Processor that it engages in accordance with the terms of this Schedule 4.

1.16 The Supplier shall assist and fully co-operate with the Customer to enable it to comply with its obligations as a Controller under and in accordance with Law (including the Data Protection Legislation) including in relation to the security of Processing, data subject right requests, reporting Personal Data Breaches to the supervisory authority and conducting data privacy impact assessments. The Supplier shall notify the Customer within 24 hours if it receives a request from a Data Subject to exercise its rights under Law or any communication from a Data Subject, the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract.

1.17 The Supplier shall promptly comply with any request from the Customer requiring the Supplier to amend, transfer or delete Personal Data. At the Customer's request, the Supplier

shall provide to the Customer a copy of all Personal Data held by it in the format and on the media reasonably specified by the Customer.

1.18 The Supplier shall at any time on the request of the Customer, return all Confidential Information and/or data (including any Personal Data that the Supplier Processes for and on behalf of the Customer) to that Customer and/or permanently delete the same from its systems, including any back-up copies.

1.19 The Supplier shall at the Customer's option, delete or return to the Customer all Personal Data on termination of the Contract and delete any existing copies of Personal Data except to the extent that the Customer is required to retain Personal Data by Law (including the Data Protection Legislation).

1.20 The Supplier shall make available to the Customer all information necessary to demonstrate the Customer's compliance with the obligations under this Schedule 4 and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.

1.21 The Supplier shall immediately inform the Customer if, in its opinion, an instruction from the Customer infringes Law (including the Data Protection Legislation).

1.22 The Supplier shall, in connection with the Contract, comply in all respects with Law relating to data protection (including the Data Protection Legislation) and have established procedures to ensure continued compliance with Law (including the Data Protection Legislation). The Supplier shall comply with its obligations as a Processor under and in accordance with Law (including the Data Protection Legislation).

1.23 The Supplier shall only collect any Personal Data in a form which is fully compliant with Law which will contain a data protection notice informing the data subject of the identity of the Controller, the identity of any data protection representative it may have appointed, the purposes or purpose for which their Personal Data will be Processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, Processed to enable Processing in respect of the Data Subject to be fair and compliant under Law.

1.24 The Customer may, at any time on not less than 30 working days' notice, revise this Schedule 4 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.

1.25 The parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 working days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

1.26 The Supplier shall Process Personal Data the performance of the Contract as notified by the Customer only for as long as required and for no longer than the term of the Contract.

1.27 The Supplier warrants that it shall:

(a) Process the Personal Data in compliance with Law (including the Data Protection Legislation); and

(b) take appropriate technical and organisational measures against Personal Data Breaches occurring.

1.28 The Supplier agrees to indemnify and keep indemnified and defend at its own expense the Customer against all costs, claims, damages or expenses incurred by the Customer or for

which the Customer may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this Schedule 4.

Schedule 5: Key Performance Indicators

1. The Call-Off KPIs are as set out in the Order Form.

2. The parties acknowledge the provisions of Schedule 7 of the Framework Agreement.

3. The parties agree that the Customer may amend the Call-Off KPIs during the term as agreed, in writing, with the Supplier.

4. The Supplier shall establish suitable processes to ensure it can monitor its performance of the provision of the Software and/or Services in accordance with the Call-Off KPIs under the Contract and that it is able to report on the same to the Customer.

5. At the end of each quarter during the Term, the Supplier shall provide the Customer (and, pursuant to the Framework Agreement, the Authority) with a report containing sufficient data setting out the Supplier's performance of the Call-Off KPIs. The Supplier acknowledges that the Customer will review such reports to determine the Supplier's effectiveness and efficiency of the Supplier's performance of the Call-Off KPIs.

6. If in the Customer's opinion, acting reasonably, the Supplier is not meeting the requirements of the Call-Off KPIs following a review of the reports provided pursuant to paragraph 5 above, the Customer may within 15 (fifteen) days give written notice (an **Initial KPI Warning Notice**) to the Supplier setting out:

   (a) the matter or matters giving rise to such notice;

   (b) the date by which such matters must be rectified by; and

   (c) a reminder of the implications of such notice.

   Any such Initial KPI Warning Notice shall state on it that is an Initial KPI Warning Notice.

7. If the Supplier (in the Customer's reasonable opinion) fails to adequately address the matter or matters set out in the Initial KPI Warning Notice by the date contained in such Initial KPI Warning Notice, the Customer may (at its discretion) issue a further written notice (a **Final KPI Warning Notice**) to the Supplier setting out:

   (d) the matter or matters continuing rise to such notice;

   (e) the date by which such matters must be rectified by; and

   (f) a reminder of the implications of such notice.

   Any such Final KPI Warning Notice shall state on it that is a Final KPI Warning Notice.

8. Without prejudice to any other rights under the Contract if the Supplier (in the Customer's reasonable opinion) fails to adequately address the matter or matters set out in the Final KPI Warning Notice by the date contained in such Final KPI Warning Notice, the Customer may terminate the Contract by giving not less than 7 (seven) days written notice to the Supplier.

9. In the event that the Framework Agreement is terminated in accordance with Schedule 7 of the Framework Agreement, the Supplier acknowledges that the Customer may terminate the Contract.

Not used