

CALL OFF CONTRACT FOR SOFTWARE DEVELOPMENT SERVICES AND LICENSING

1. Background

The Supplier has agreed to develop >> for the Company in accordance with the terms and conditions of the

description or function of software to be developed and any associated services, all in accordance with the

2. Definitions and Interpretation

2.1 In these Terms and Conditions, the following expressions shall have the meanings:

in the context otherwise requires, the following meanings:

“Acceptance Date”

the date on which the New Software is deemed to be accepted) by the Company pursuant to Clause 7;

“Acceptance Tests”

the tests specified in the Call Off Contract or other tests as may be agreed in writing between the Company and the Supplier;

“Additional Services”

any additional services requested by the Company and provided by the Supplier as set out in the Call Off Contract;

“Annex”

any document attached to the Order for the Call Off Contract, completed as necessary, in the form of an annex to these Terms and Conditions;

“Framework Agreement”

the Framework Agreement entered into by the Company and the Supplier pursuant to which the Call Off Contract is made;

“Business Day”

any day (other than Saturday or Sunday) on which banks are open for their full day of business in <<insert location>>;

“Call Off Contract”

the Call Off Contract entered into by the Company and the Supplier pursuant to the Framework Agreement under the Framework Agreement, pursuant to which these Terms and Conditions apply, pursuant to which the Supplier is to provide the services which are the subject of these Terms and Conditions;

“Change Request”

any request for a change to the New Software or the services provided by the Company or the Supplier;

“Confidential Information”

“Company Group”

“Development Services”

“Documentation”

“Implementation Plan”

“Intellectual Property Rights”

“Licence”

“Payment Schedule”

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on to either Party, information
ed to that Party by the other Party
connection with the Call Off
er orally or in writing or any other
ether or not the information is
to be confidential or marked as
out in any way limiting the
foregoing, “information” includes
ware and the New Software (and
source code);

the Company is a company or
in the course of business, the
nt company holding a majority
company, and such parent
rity-owned subsidiaries;

are development, procurement,
computer programming services
uce the New Software;

mentation as set out in Part 2 of

g and sequence of events agreed
company and the Supplier for the
he Call Off Contract, as set out in

ights in any patents, trade marks,
registered designs, applications
ply for any of those rights) trade,
company names, internet domain
ail addresses, unregistered trade
vice marks, copyrights, database
/, rights in designs and inventions;

er licences, consents, orders,
erwise in relation to a right in

same or similar effect or nature as
paragraphs (a) and (b) which now or
y subsist; and

ue for past infringements of any of
hts;

ce to use the New Software
upplier to the Company pursuant

ent details as set out in Annex 3;

| | | |
|--|---|---|
| <p>“Planned Acceptance Date”</p> | S | <p>specified in the Implementation Plan; the New Software is intended to be developed by the Company in accordance with the Plan;</p> |
| <p>“Price”</p> | A | <p>all-inclusive price for the New Software, the Licence and the Support Services;</p> |
| <p>“Project”</p> | M | <p>Project, the development, delivery and support of the New Software;</p> |
| <p>“Rates”</p> | P | <p>as set out in Annex 3;</p> |
| <p>“New Software”</p> | L | <p>are being developed or provided by the Supplier for the Company, the details of which are set out in the Specification, including any enhancements and modifications;</p> |
| <p>“Source Software”</p> | E | <p>are, details of which are as set out in the Specification, being the software owned by the Supplier, on which the New Software is to be developed in accordance with the Call Off;</p> |
| <p>“Specified Equipment”</p> | | <p>computers and/or devices, including peripherals, on which the New Software is to be developed as specified in Part 3 of Annex 1;</p> |
| <p>“Specification”</p> | | <p>Specification of the New Software as set out in Part 3 of Annex 1;</p> |
| <p>“System”</p> | | <p>the New Software, the Specified Equipment and the Support Services; and</p> |
| <p>“Warranty Period”</p> | | <p>period of <<insert period>> after the completion of the Project.</p> |
| <p>2.2 The Call Off Contract shall incorporate both these Terms and Conditions and the Work Agreement</p> | | |
| <p>3. The Project</p> | | |
| <p>3.1 The Supplier shall:</p> <p>3.1.1 provide the Support Services for the purpose of creating the New Software;</p> <p>3.1.2 install and test the New Software on the Specified Equipment;</p> <p>3.1.3 provide the Support Services for the purpose of the New Software;</p> <p>3.1.4 carry out any other tasks agreed by the Parties.</p> | | |
| <p>3.2 The Supplier shall provide the Support Services in accordance with the Specification</p> | | <p>as set out in sub-Clause 3.1 in the Specification</p> |
| <p>3.3 The Supplier shall provide the Support Services for the New Software when required</p> | | <p>the object and source code of the New Software.</p> |

- 3.4 The Supplier shall ensure that the Project is carried out in accordance with Clause 11.
- 3.5 Where the Company requires the Supplier to provide training, support and maintenance in relation to the Project, both Parties shall negotiate and enter into a separate maintenance agreement, the terms of which shall be agreed between the Parties.
- 4. Personnel**
- The Supplier shall ensure that the Personnel engaged in the Project:
- 4.1 have the necessary skills and experience to undertake such work and will conform to the standards generally observed in the software development industry;
- 4.2 comply with the Terms and Conditions relating to Confidential Information.
- 5. Company's Obligations**
- The Company shall:
- 5.1 deliver the Source Code in a form suitable for the Supplier to carry out the Development;
- 5.2 make available to the Supplier, at no charge, such computer facilities (including but not limited to access to the Specified Equipment), office and secretarial support as may be necessary to enable the Supplier to carry out its obligations under the Call;
- 5.3 ensure that its employees co-operate reasonably with the Supplier's employees in carrying out the Project;
- 5.4 promptly furnish the Supplier with the information and documents as it may reasonably request in order to enable the Supplier to discharge its obligations under the Call Off Contract; and
- 5.5 ensure that any assets or facilities appointed by it are available as required for the Project.
- 6. Change Requests**
- 6.1 If either Party identifies a change, a Change Request will be sent to the other Party. If sent by the Supplier, the Change Request will be subject to the effect such a change shall have on the New Software Development Plan and the Price. If sent by the Company, the request received by the Supplier will constitute a Change Request. The effect such a change shall have on the New Software Development Plan and the Price. The Supplier shall use all reasonable endeavours to apply the necessary details within the period of the Change Request or such other period as may be agreed between the Parties.
- 6.2 Where a change to the Project results in additional cost for the Supplier, the additional cost shall be the Rates as detailed in Annex 3. The Parties shall agree whether or not to implement the change. If the change is implemented, the New Software Development Plan and the Price shall be revised. The Supplier shall apply the necessary details within the period of the Change Request or such other period as may be agreed between the Parties.
- 6.3 The Supplier shall ensure that the Project is carried out in accordance with the New Software Development Plan and the Price unless instructed to do so by the Company.

the Company.

7. Acceptance Tests and Liability

- 7.1 The Acceptance Tests shall be carried out by the Parties in accordance with the Implementation Plan.
- 7.2 The Supplier shall ensure that the New Software is ready for acceptance testing by the Planned Acceptance Date. In any event, the Supplier shall give the Company <<insert number of Days>> Days' prior notice in writing of the date when it will carry out the Acceptance Tests. Unless otherwise agreed, the tests shall take place on the <<insert day, e.g. sixth>> Business Day after the notice has been given.
- 7.3 The Company shall ensure that the New Software has passed the Acceptance Tests immediately after the New Software has been accepted.
- 7.4 If the New Software fails the Acceptance Tests, repeat tests shall be carried out until the New Software passes the Acceptance Tests:
- 7.4.1 the New Software shall be tested a further time;
- 7.4.2 the Acceptance Tests shall be repeated 3 times; or
- 7.4.3 a 30-day period shall elapse after the Acceptance Date has expired.
- 7.5 If at any time the Company determines that the live running of the whole or any part of the New Software (including the results of the Acceptance Tests) then the Company shall be entitled to terminate the New Software.
- 7.6 If the New Software fails the Acceptance Tests, then the Company shall be entitled to exercise any other rights or remedies it may have under the Call Off Contract immediately. Notwithstanding the liquidated damages provided for in the Call Off Contract, the Company shall be entitled to claim damages or compensation for any loss suffered by the Company on or after the occurrence of the failure of the New Software. Notwithstanding Clauses 7.4.2 or 7.4.3, then the Company shall be entitled to exercise any other rights or remedies it may have under the Call Off Contract at law, to terminate the Call Off Contract immediately. Notwithstanding the liquidated damages provided for in the Call Off Contract, the Company shall be entitled to claim damages or compensation for any loss suffered by the Company on or after the occurrence of the failure of the New Software.
- 7.7 If the New Software fails the Acceptance Tests, then the Company shall be entitled to exercise any other rights or remedies it may have under the Call Off Contract at law, to terminate the Call Off Contract immediately. Notwithstanding the liquidated damages provided for in the Call Off Contract, the Company shall be entitled to claim damages or compensation for any loss suffered by the Company on or after the occurrence of the failure of the New Software.

8. Representatives and Procedures

- 8.1 Each Party shall nominate a representative for the purposes of the Call Off Contract. Representatives shall be responsible for providing any information required for the signing of the Call Off Contract, and for the purposes of the Call Off Contract.

which may be required to terminate the
Call Off Contract.

to perform its obligations under the

- 8.2 The Parties shall provide the other Party with the following information at least <<insert frequency>> times per year, or more frequently if required by Planned Acceptance:

9. Warranties

- ### 9.1 The Supplier warrants

- 9.1.1 it is entitled to
grant the Lic

- 9.1.2 the New Specification
Specification
errors excluded

- 9.1.3 the Document
enable them

- 9.1.4 the development of professional

- 9.2 The Supplier shall provide a warranty set out in the Supplier's standard terms and conditions.

- 9.2.1 software of
Equipment;

- 9.2.2 modification to the New S

- 9.3 If the Supplier receives notice of the warranties set forth in this Agreement, the Supplier's failure to comply with the obligations of the Supplier shall, at its option, constitute a breach of this Agreement. Notwithstanding the foregoing, the Supplier shall not be liable or obligated to provide any warranty or obligation to the Buyer without notice of the defect.

10. Undertakings

- 10.1 The Supplier shall:

- 10.1.1 observe and
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- 10.1.2 [not either d
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confidential

- of the engagement under the Call or part of which relies directly or on method, gimmick, character or company or the Source Software, of are as a result of the engagement less of whether such material is

- 10.1.3 hold the S
rights provis
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documentat
Company a

- in accordance with the proprietary software, in completion of the Project, return to the Licensor all related materials and Confidential Information belonging to the Licensor, in whole or any part thereof or, if

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requested by the Company in writing to the Supplier;

destroy the same and certify in writing that the same has been destroyed;

10.1.4 not incur any costs without the Company's prior written consent;

or costs on behalf of the Company without the Company's consent;

10.1.5 ensure that the New Software is free from any reasonable malware for which an antidote software is generally available and that the New Software is not infected with any malware;

agents and sub-contractors take all reasonable steps to ensure that no known viruses or other malware are introduced into the New Software and that an antidote software is generally available and that the New Software is not infected with any malware.

10.2 If the Supplier wishes to use any material (in any form or by any medium) owned by third parties as part of the New Software, the Supplier shall, prior to the New Software being made available, first obtain the Company's prior written agreement in writing, including any necessary assignments, releases, licences and other permissions, and shall permit such use and shall ensure that the material in the New Software does not infringe the intellectual property rights of any third party. The Supplier shall deliver copies of all such agreements to the Company upon request.

any medium) owned by third parties as part of the New Software, the Supplier shall, prior to the New Software being made available, first obtain the Company's prior written agreement in writing, including any necessary assignments, releases, licences and other permissions, and shall permit such use and shall ensure that the material in the New Software does not infringe the intellectual property rights of any third party. The Supplier shall deliver copies of all such agreements to the Company upon request.

11. Licence

11.1 On payment in full of the New Software, the Company shall grant to the members of the Company a non-exclusive licence to use the New Software and the Data on a non-exclusive basis for the Company [or a member of the Company] for a period of [] years.

grants to the Company [(and to all members of the Company] (and to all members of the Company) to use the New Software and the Data on a non-exclusive basis for the Company [or a member of the Company] for a period of [] years.

11.2 The Company may permit any member of the Company to use the New Software on behalf of the Company or on behalf of any entity other than the Company, provided that the member has agreed to the terms and conditions of this Licence and the Company's employee or agent has agreed to such terms and conditions.

available the New Software to any member of the Company Group (where applicable) who has agreed to the terms and conditions of this Licence and who are deemed to have agreed to such terms and conditions.

12. Proprietary Rights

12.1 The Intellectual Property Rights in the New Software (including the source code and object code) and in the Data shall remain the property of the Supplier. The Company immediately acknowledges that the New Software and the Data are the intellectual property of the Supplier and shall remain the property of the Supplier.

the New Software (including the source code and object code) and in the Data shall remain the property of the Supplier. The Supplier shall notify the Company immediately of any unauthorised use of the New Software or the Data by any person.

12.2 The Intellectual Property Rights in the New Software (including the source code and object code) and in the Data shall remain the property of the Supplier apart from the functionality of the New Software which is the result of the functionality of the New Software and the Data created at the request of the Company. All Intellectual Property Rights in the New Software (including the source code and object code) shall remain the property of the Supplier.

the New Software (including the source code and object code) and in the Data shall remain the property of the Supplier. All Intellectual Property Rights in the New Software (including the source code and object code) shall remain the property of the Supplier.

12.3 The Supplier will indemnify the Company for all demands, expenses, costs and losses (including reasonable legal fees and costs) incurred by the Company in connection with any infringement of the intellectual property rights of any third party by the New Software or the Data, provided that the Company has followed the following conditions:

demand against all costs, claims, damages and expenses (including reasonable legal fees and costs) incurred by the Company in connection with any infringement of the intellectual property rights of any third party by the New Software or the Data, provided that the Company has followed the following conditions:

12.3.1 The Company shall notify the Supplier in writing of any infringement of the intellectual property rights of any third party by the New Software or the Data as soon as it is aware and shall not make any admission or settlement without the written consent of the Supplier;

by the Supplier in writing of any infringement of the intellectual property rights of any third party by the New Software or the Data as soon as it is aware and shall not make any admission or settlement without the written consent of the Supplier;

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12.3.2 The Company shall allow the Supplier to conduct negotiations and litigation resulting from any such claim and payment of any such

request and expense, shall allow the Supplier taking over such conduct within <<insert period>> Days after being notified of the claim and promptly diligently pursues the settlement

12.3.3 The Company shall, at the request of the Supplier, afford all reasonable assistance in negotiations or litigation, and shall be reimbursed for all expenses incurred in doing so.

request of the Supplier, afford all negotiations or litigation, and shall be hand for all expenses incurred in

12.4 If the Company's use of the New Software in a jurisdiction competent jurisdiction Intellectual Property infringement of a third party's expense:

New Software or any part of the Off Contract is held by a court of infringement of a third party's Supplier shall promptly and at its own

12.4.1 procure for the New Software to continue using and possessing the New Software; or

to continue using and possessing the New Software; or

12.4.2 modify or replace the New Software (or part thereof) without detracting from the overall value of the New Software, so as to avoid the infringement

(or part thereof) without detracting from the overall value of the New Software, so as to avoid the

12.5 If the remedies set out in 12.4 above are not in the Supplier's opinion reasonably adequate, the Company shall return the New Software which is the subject of the intellectual property claim and the Supplier shall refund the corresponding portion of the Price, as normally depreciated, and the Off Contract shall immediately terminate.

12.4 above are not in the Supplier's Company shall return the New Software which is the subject of the intellectual property claim and the corresponding portion of the Price, Off Contract shall immediately

13. Charges and Expenses

13.1 In consideration of the Project, the Company shall pay to the Supplier the amount specified proportionately in Clause 14.

but the Project, the Company shall pay to the Supplier the amount specified proportionately in Clause 13 and subject to the terms set out

13.2 In consideration of the Project, the Company shall pay to the Supplier the amount specified in the Rates as set out in

the Project, the Company shall pay to the Supplier the amount specified in the Rates as set out in

13.3 The Company shall pay to the Supplier reasonable travelling expenses incurred in the course of the Project subject to a maximum of £<<insert sum>> per day excluding all travel

the payment to the Supplier of all reasonable travelling expenses incurred in the course of the Project subject to a maximum of £<<insert sum>> per day

14. Terms of Payment

14.1 Payment of sums due to the Supplier shall be made within <<insert period>> days from the Supplier. All payments shall be made in <<insert currency>>.

the Supplier shall be made within <<insert period>> days from the Supplier. All payments shall be made in <<insert currency>>.

14.2 With effect from the Date, the Supplier shall be entitled to a discount of <<insert percentage>> [by no more than <<insert period>>] provided that not less than <<insert period>> notice has been given to the Company by the Supplier.

the Supplier shall be entitled to a discount of <<insert percentage>> [by no more than <<insert period>>] provided that not less than <<insert period>> notice has been given to the

14.3 [A one-off bonus of <<insert sum>> shall be payable by the Company to the Supplier on the Date.]

shall be payable by the Company to the Supplier on the Date.]

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- Supplier in the event of non-completion of the work specified in Annex 1 and within the timeframes specified in Annex 2.
- 14.4 All payments under the Call Off Contract shall be payable by the Company to the Supplier in the same manner for the time being prescribed by the Supplier, exclusive of VAT, which shall be in the same manner for the time being prescribed by the Supplier of a valid tax invoice.
- 15. Liability and Insurance**
- 15.1 The Supplier shall maintain the Call Off Contract, maintain employer's liability, product liability and professional negligence insurance cover of its liabilities arising out of or connected with the performance of the Call Off Contract to be to a minimum value of £<<insert sum>> and on request supply certificates of insurance to the Company as evidence that the same remain in force. The Supplier undertakes to use reasonable efforts to pursue claims under such insurance policies.
- 15.2 The Supplier shall be liable for personal injury or death caused by the negligence of the Supplier in connection with the performance of their duties under the Call Off Contract or by defects in any product supplied pursuant to the Call Off Contract.
- 15.3 The Supplier will be liable for direct damage to tangible property caused by the negligence of the Supplier in connection with the performance of the Call Off Contract or by defects in any product supplied pursuant to the Call Off Contract. The Supplier's total liability under this Clause shall not exceed £<<insert sum>> for any one event or series of connected events.
- 15.4 Save in respect of personal injury arising from the negligence of the Supplier, the Supplier shall not be liable for any damages resulting from loss of anticipated savings, nor for any damages that are a secondary consequence of any act or omission of the Supplier, unless such damages were reasonably foreseeable.
- 15.5 Except as provided for in sub-Clause 15.5.1, the Supplier's liability to the Company under the Call Off Contract or by defects in any product supplied pursuant to the Call Off Contract shall be limited to the greater of:
- 15.5.1 the sum for which the Supplier is required to maintain comprehensive insurance cover pursuant to Clause 15.1; or
- 15.5.2 a sum equivalent to the amount of the Supplier's claim, plus damages awarded to the Supplier for the products or services that caused the Company's claim, plus damages of the same amount for any other losses and necessarily incurred by the Company in connection with the products and/or services.
- 15.6 Nothing in this Clause shall be construed to limit the liquidated damages provided for in Clause 14.4.
- 15.7 The Parties acknowledge that the limitations contained in this Clause 15 are reasonable in the circumstances.
- 15.8 The Company's status as a consumer (where the Licensee is a consumer) shall not affect the application of this Clause 15.

- consumer and not a
- 15.9 All liability that is not
- 15.10 These limitations will not be affected by the form of action, whether under statute, in contract or otherwise or any other form of action.
- 15.11 For the purposes of the Contracts (Rights of Third Parties) Act 1999, the "contractor" includes its employees, subcontractors and suppliers and shall have the benefit of the limits and exclusions of liability of the Contracts (Rights of Third Parties) Act 1999.
- 15.12 Nothing in the Call Off Contract shall include or limit liability for fraudulent misrepresentation.

16. Confidentiality

- 16.1 Each Party undertakes to keep confidential and not disclose any information authorised in writing by the other Party during the continuance of the contract and for a period of <<insert period>> years after its termination:
- 16.1.1 keep confidential any information;
- 16.1.2 not disclose any information to any other party;
- 16.1.3 not use any information for any purpose other than as contemplated by the terms of the Call Off Contract;
- 16.1.4 not make any disclosure in any way or part with possession of any Confidential Information;
- 16.1.5 ensure that its subcontractors and suppliers would be bound by the provisions above.
- 16.2 Either Party may:
- 16.2.1 disclose any Confidential Information to:
- 16.2.1.1 any officer or employee of that Party;
- 16.2.1.2 any government authority or regulatory body; or
- 16.2.1.3 any other person or body of that Party or of any of the parties or bodies;
- to such extent as may be necessary for the purposes contemplated by the Call Off Contract (including for the provision of the Services), or to inform the other Party of any Confidential Information (except where the disclosure is to any officer or employee or officer of any Party or to the other Party a written undertaking in question. Such undertaking should be a written undertaking in the terms of this Clause 16, to keep the Confidential Information confidential and to use it only for the purposes for which it was disclosed; and
- 16.2.2 use any Confidential Information for any purpose, or disclose it to any other person or body, at it is at the date of the Call Off Contract, or at any time thereafter becomes, public knowledge making such use or disclosure, that

- Party must not disclose the Confidential Information which is not public.
- 16.3 The provisions of the Call Off Contract shall continue in force in accordance with their terms, notwithstanding termination of the Call Off Contract for any reason.
- 17 [Force Majeure - termination]**
- In the event that either Party terminates the obligations hereunder as a result of a Force Majeure Cause (as defined in the Work Agreement) for a continuous period of <<insert period>> days, the Parties shall agree upon termination of the Call Off Contract by written notice. In the event of such termination, the Parties shall agree upon payment for all work on the Project completed up to the date of termination. Payment shall take into account any prior contractual commitment and shall be based on the performance of the Call Off Contract.]
- 18. Term and Termination**
- 18.1 The Call Off Contract shall commence on <<insert Commencement Date>> and shall continue in force in accordance with the provisions of this Call Off Contract, subject to the relevant Clauses of the Call Off Contract.
- 18.2 Either Party may terminate the Call Off Contract by giving to the other not less than <<insert notice period>> days' written notice, to expire on or at any time after <<insert minimum term>> days.
- 18.3 Either Party may immediately terminate the Call Off Contract by giving written notice to the other Party if the other Party:
- 18.3.1 fails to pay any sum owed to the other Party under any of the provisions of the Call Off Contract within <<insert period>> Business Days after being given written notice of the breach;
 - 18.3.2 commits a breach of any of the provisions of the Call Off Contract which is capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied;
 - 18.3.3 is an insolvent company, or where the other Party is a company, a member of the same group of companies;
 - 18.3.4 is subject to a winding up arrangement with its creditors or to an administration order (within the meaning of the Insolvency Act 1986);
 - 18.3.5 is a bankrupt individual, or firm, has a bankruptcy order made against it, goes into liquidation (except for reconstruction or re-construction and in such case the other Party has not therefrom effectively agreed to be bound by or to carry on business; or
 - 18.3.6 anything is foregone under the law of any jurisdiction or
 - 18.3.7 that other Party ceases, to carry on business; or

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18.3.8 control of the
persons not
Off Contract
“connected”
Sections 11

red by any person or connected
ther Party on the date of the Call
of this Clause 18, “control” and
e meanings ascribed thereto by
of the Corporation Tax Act 2010.

18.4 For the purposes of
of remedy if the Par
respects.

each shall be considered capable
with the provision in question in all

18.5 The rights to termin
prejudice any other
concerned (if any) o

t given by this Clause 18 shall not
er Party in respect of the breach

19. Effects of Termination

Upon the termination of the

y reason:

19.1 any sum owing by
Call Off Contract sh

under any of the provisions of the
due and payable;

19.2 the Supplier shall in
related materials
belonging to the Co
requested by the C
Company that it has

Company the Source Software, all
nd any Confidential Information
the whole or any part thereof or, if
e same and certify in writing to the

19.3 all Clauses which, e
the expiry or termin
effect;

ir nature, relate to the period after
tract shall remain In full force and

19.4 termination shall no
which the terminati
termination or any
may have in respect
before the date of t

right to damages or other remedy
spect of the event giving rise to the
or other remedy which any Party
all Off Contract which existed at or

19.5 subject as provided
rights neither Party

except in respect of any accrued
er obligation to the other; and

19.6 each Party shall (e
cease to use, eith
shall immediately re
control which conta

rred to in Clause 16 immediately
any Confidential Information, and
ny documents in its possession or
ntial Information.

20. Further Assurance

Each Party shall execute
may be necessary to carry
effect.

deeds, documents and things as
all Off Contract into full force and

21. Costs

Subject to any provisions t
its own costs of and incide
into effect of the Call Off C

y to the Call Off Contract shall pay
reparation, execution and carrying

22. Set-Off

Either Party shall be entitle
sums received in respect

any manner from payments due or
e Call Off Contract or any other

agreement at any time.

23. Time

The Parties agree that all terms and conditions in the Call Off Contract shall be of the essence of the Call Off Contract.

24. Non-Solicitation

24.1 Neither Party shall, for a period of <<insert period>> after the expiry of the Call Off Contract and for a period of <<insert period>> after the expiry, employ or contract the services of any person who was employed or otherwise engaged by the other Party at any time during the term of the Call Off Contract [without the express written consent of that Party].

24.2 Neither Party shall, for a period of <<insert period>> after the expiry of the Call Off Contract and for a period of <<insert period>> after the expiry, solicit or entice away from the other Party any such solicitation or enticement which would cause damage to the other Party [without the express written consent of that Party].

25. Counterparts

The Call Off Contract may be executed in multiple counterparts and by the Parties to it on separate occasions. Each counterpart when so executed and delivered shall be an original, but all counterparts together shall constitute one and the same instrument.

26. Dispute Resolution

26.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Call Off Contract by negotiations between their appointed representatives who shall endeavour to settle such disputes.

26.2 [If negotiations under 26.1 do not resolve the matter within <<insert period>> of the date of the last attempt to negotiate, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.]

26.3 [If the ADR procedure under 26.2 does not resolve the matter within <<insert period>> of the date of the last attempt to negotiate, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]

26.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and the Rules for Arbitration of the International Chamber of Commerce (ICC) or the Rules for Arbitration of the International Chamber of Commerce (ICC) or the Rules for Arbitration of the International Chamber of Commerce (ICC). In the event that the Rules for Arbitration of the International Chamber of Commerce (ICC) or the Rules for Arbitration of the International Chamber of Commerce (ICC) or the Rules for Arbitration of the International Chamber of Commerce (ICC) are unable to resolve the dispute, either Party may, upon the written request of either Party, apply to the President or Deputy President of the International Chamber of Commerce (ICC) for the appointment of an arbitrator or arbitrators for the purpose of the arbitration. The decision on rules of procedure shall be made by the arbitrator or arbitrators.

26.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court of competent jurisdiction for an injunction or other relief.

26.6 The Parties hereby acknowledge that the award and outcome of the final method of dispute resolution under 26.3 shall [not] be final and binding on both Parties.

These Annexes are included as part of the Order Form and Conditions so that the format of them is agreed as part of the Order Form. When each Order Form is completed, a copy of each of the Annexes must be attached to the Order Form and completed in full before they are accepted by the Supplier.

Annex A – New Order Form

PART 1: Specification

<<Insert Details>>

PART 2: Documentation

<<Insert Details>>

PART 3: Specified Equipment

Company's Hardware

<<Insert Details>>

Company's Operating System

<<Insert Details>>

PART 4: Licence Restriction

| Site | Number of Designated Servers |
|---------------------|------------------------------|
| <<insert location>> | <<insert number>> |
| <<insert location>> | <<insert number>> |
| <<insert location>> | <<insert number>> |
| <<insert location>> | <<insert number>> |

<<Insert Details>>

PART 1: The Price

The Price shall be £<<insert sum>> in the following instalments:

| Stage | Rate | |
|------------|-----------------|----------------------------|
| Initiation | £<<insert sum>> | Off Contract |
| Stage 1 | £<<insert sum>> | f parts 1-4 of Annex 2 |
| Stage 2 | £<<insert sum>> | f parts 5 and 6 of Annex 2 |
| Stage 3 | £<<insert sum>> | f parts 7-9 of Annex 2 |
| Stage 4 | £<<insert sum>> | |

PART 2: Additional Services Rate

<<e.g. <.>% of List Price>>

Solution

<<Insert Details>>

<<Insert Details>>