

CALL OFF CONTRACTS FOR  
SOFTWARE SUPPORT AND MAINTENANCE

1. Background

- 1.1 The Supplier has licensed from third parties, and has granted to the Company a non-exclusive licence to use the Licensed Programs and their associated documentation under the terms and conditions set out in the Call Off Contract] dated <<..>> ('the Licence')
- 1.2 The Supplier has provided to the Company certain services in connection with the use of the computer software and the equipment upon which such services are provided.
- 1.3 The Supplier will provide the services in the terms and conditions set out in the Call Off Contract.

2. Definitions

In the Call Off Contract, unless the context or otherwise specified, the following definitions will apply:

**“Annex”** means any document attached to the Order for the Call Off Contract, or any document necessary, in the form of one of the Annexes, to the Terms and Conditions.

**“Basic Enhancements”** means enhancements to the Licensed Programs, including those which are logical improvements to the Licensed Programs. Basic Enhancements include only those enhancements which are generally made available at the time of the Supplier's customers that use the Licensed Programs.

**“Call Off Contract”** means the contract entered into by the Company and the Supplier under the Ordering Procedure under the terms and conditions to which these Terms and Conditions apply, under which the Supplier is to provide the services which are the subject of these Terms and Conditions.

**“Commencement Date”** means the date on which the support and maintenance services commence in connection with the Supported Software;

**“Documentation”** means the user instructions, technical literature and other materials supplied to the Company by the Supplier for the use and application of the Licensed Programs;

**“Equipment”** means the hardware on which the Supported Software is to be used in operational use;

**“Error”** means a failure of the Licensed Programs to substantially meet the specifications included in the documentation.

**“Error Correction”**

**“Framework Agreement”**

**“Licensed Program Materials”**

**“Licensed Programs”**

**“Location”**

**“Maintenance Charge”**

**“Maintenance Services”**

**“Major Enhancements”**

**“the Media”**

**“Normal Support Hours”**

**“Specification”**

**“Supported Software”**

**“Support Fee”**

**“Support”**

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or addition that, when made or Programs, establishes material ations in the Documentation;

reement entered into by the er pursuant to which [the Licence e Call Off Contract is made;

ne Documentation, and the Media;

s and computer programs of the ex 1, and all releases and versions

s where the Equipment is to be nnex 4;

Services to be provided under the fied in Annex 3;

s to be provided by the Supplier ding, testing, and release of ults. Maintenance shall be within etermined by the Supplier, and does basic product training or technical

ne Licensed Programs, other than sic Enhancement, that w features; offered separately as optional sed Programs; and able to customers that purchase Services from the Supplier without

ne Licensed Programs and the ded or printed, as provided to the and as specified in Annex 5;

o Friday and from 0900 to 1730 ys);

icensed Programs describing the ereof set out in Annex 1;

together with any releases or e that have been made generally during the preceding 2 years;

Services to be provided under the fied in Annex 3;

rovided by the Supplier in respect

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### **“Training”**

### **“Use the Licensed Program Materials”**

### **“Use the Licensed Programs”**

- 2.2 The “Call Off Contract” shall incorporate both these Terms and Conditions and the provisions of the Call Off Contract.

## **3. Services to be Provided**

The Supplier agrees to:

- 3.1 provide the Support and Maintenance of the Licensed Programs;
- 3.2 provide the Maintenance of the Licensed Programs;
- 3.3 provide training and documentation to the Company, if appropriate; and
- 3.4 provide the other services as may be required by the Call Off Contract.

## **4. Term**

The Support and the Maintenance shall commence on the Commencement Date and shall remain in force until terminated in accordance with the provisions of the Call Off Contract.

## **5. Payment**

- 5.1 The Support Fee shall be payable by the Company on the Commencement Date as provided in Annex 1.
- 5.2 The Company shall pay the Maintenance Charge (being non-refundable) periodically in advance as specified in Annex 3. No support shall be provided until the Maintenance Charge has been received by the Supplier.
- 5.3 Any charges payable under the Call Off Contract in addition to the Support Fee shall be paid within 30 days after the receipt by the Company of the invoice.
- 5.4 The Support Fee and the Maintenance Charge, which shall be payable by the Company at the rate specified in the Call Off Contract for the time being prescribed by law against submission of an invoice.
- 5.5 The Supplier shall charge interest on overdue invoices at the rate of 4% per year, calculated from the date when payment becomes due for payment up to and including the date of payment or before or after judgment.
- 5.6 The Supplier shall, from time to time, to increase the Maintenance Charge in the Supplier's standard

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- fact, the Supplier shall provide the port services:

- im, the Company can telephone or available during the Normal Support adaptation or failure of the system, media, or software performance problems which do not delay or ed by written reports.

- be provided by the Supplier if and where appropriate in the event of a Software problem.

- , where specified in the Call Off  
r online problem resolution.

- support shall, where specified in the Supplier.

- of critical errors or assistance to  
ns. The Supplier may, in its sole  
by new version.

- y of new versions of software.

- on software development,  
together with estimates for the same.

- Supplier a detailed description of use 7.1 and the circumstances in material and information to enable problem.

- our to give an estimate of how long  
r will keep the Company informed  
Supplier's support staff will attempt  
on thereafter as possible and the

- Friday from 0900 to 1730 (excluding  
use its reasonable endeavours to  
receipt of a request; or

- <<e.g. Saturday>> from 0900 to 1700 hours. The Supplier shall use its reasonable endeavours to respond to a request within 24 hours of receipt of a request.

## 8. Maintenance

During the continuance of the Agreement, the Supplier shall provide the Company with the following:

### 8.1 Error Correction

8.1.1 If the Company determines that the current release fails to perform in accordance with the Specification, then the Company shall, within 14 days after such determination, notify the Supplier in writing of the defect or error in question (the "Error"). The Supplier (so far as the Company is able) with a

8.1.2 The Supplier shall, upon receipt of such notification, make reasonable endeavours to correct the Error. The Supplier shall, within 14 days of such notification, provide the Company with the corrected version of the current release in machine readable form, together with any amendments (if any) to the Documentation and providing instructions for the implementation of the correction and providing the Company with all assistance reasonably necessary to enable the Company to implement the correction.

8.1.3 The foregoing shall not include service in respect of:

8.1.3.1 defects arising from any modifications of the current release by any person other than the Supplier;

8.1.3.2 any defects in Programs other than the current release;

8.1.3.3 any defects arising from release or operator error;

8.1.3.4 any defects arising from the use of the current release in any programs used in conjunction with the current release;

8.1.3.5 defects arising from the use of the current release on any Equipment (other than the Equipment) or programs not approved in writing by the Supplier, or from the use of any programs designated for use in the Specification shall be subject to the approval of the Supplier.

8.1.4 The Supplier shall, at its standard scale charge in accordance with its standard scale of charges being in force for any services provided by it, provide the Company with the following:

8.1.4.1 at the request of the Company, but which do not qualify for correction service by virtue of any of the exclusions set out in clause 8.1.3 above; or

8.1.4.2 at the request of the Company but which the Supplier finds it necessary to correct.

For the avoidance of doubt, nothing in this clause shall impose any obligation on the Supplier to provide services in respect of any of the exclusions referred to in clause 8.1.3 above.

### 8.2 Releases

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8.2.1 The Supplier shall provide the Company with the latest version of the Software at the time of delivery. The Supplier shall make any improvements to the Software at the Supplier's expense from time to time.

the Company of any improved version of the Software at the Supplier's expense from time to time.

8.2.2 Upon receipt of the Software, the Company shall deliver to the Supplier a copy of the Software (in the form of a CD-ROM or other electronic form) together with the Documentation.

the Supplier shall deliver to the Company a copy of the Software (in the form of a CD-ROM or other electronic form) together with the Documentation.

8.2.3 If required by the Company, the Supplier shall provide training for the Company's personnel in the use of the Software at the Supplier's expense, the time being in force as soon as the Supplier receives the Software.

the Supplier shall provide training for the Company's personnel in the use of the Software at the Supplier's expense, the time being in force as soon as the Supplier receives the Software.

8.2.4 The new release of the Software shall conform to the provisions of the Software License Agreement.

the new release of the Software shall conform to the provisions of the Software License Agreement.

### 8.3 Advice

The Supplier will provide the Company with such technical advice by telephone, ordinary mail or electronic means, as shall be necessary to resolve any difficulties and queries in using the Software.

with such technical advice by telephone, ordinary mail or electronic means, as shall be necessary to resolve any difficulties and queries in using the Software.

### 8.4 Changes in Law

The Supplier will from time to time make such modifications to the current release of the Software as shall be necessary to conform to any change of legislation or new requirements of the Company. The Supplier shall promptly implement the amendments to the Software and shall use of such modifications.

such modifications to the current release of the Software as shall be necessary to conform to any change of legislation or new requirements of the Company. The Supplier shall promptly implement the amendments to the Software and shall use of such modifications.

## 9. Excluded Support and Maintenance

9.1 The Supplier shall be responsible for the provision of Support and Maintenance in respect of:

provide Support and Maintenance in respect of:

9.1.1 problems relating to the Licensed Program Materials, customisation of the Licensed Program Materials, or any other modifications to the Licensed Program Materials, or any other modifications to the Licensed Program Materials;

modifications or customisation of the Licensed Program Materials, or any other modifications to the Licensed Program Materials, or any other modifications to the Licensed Program Materials;

9.1.2 any software or hardware not supplied by the Supplier;

Program Materials;

9.1.3 incorrect or incomplete use of the Licensed Program Materials or any other modifications to the Licensed Program Materials;

the Licensed Program Materials or any other modifications to the Licensed Program Materials;

9.1.4 any fault in the Licensed Program Materials;

on with the Licensed Program Materials;

9.1.5 any program or data not supplied by the Supplier;

on with the Licensed Program Materials;

9.1.6 use of the Licensed Program Materials in any other manner than as specified in the Documentation;

nsed Program Materials in any other manner than as specified in the Documentation;

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9.2 The Supplier shall  
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The Supplier shall  
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9.3 The Supplier rese  
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continue the Support and the  
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9.4 The Supplier shall  
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are, operating system software, or  
needs or external data.

## 10. Warranty

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rms of the Call Off Contract, no  
express or implied, statutory or  
fitness for purpose, or ability to  
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rranties, conditions, undertakings

10.4 The Company agre  
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that the Supplier will remedy such  
ugh a third party) and if, in the  
to remedy such non-conformance,  
OR [Maintenance Charge] for the  
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10.5 The Supplier does  
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upplier of any non-conformance to  
h the remedy stated above, and in

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## 11. Liability

- 11.1 [The Supplier shall maintain the Call Off Contract, maintain employer's liability, product liability and professional negligence insurance of its liabilities arising out of or connected with the Call Off Contract to be to a minimum value of £1,000,000 and with a minimum level of repute. The Supplier shall on request supply copies of such policies as evidence that such insurance is in place. The Supplier undertakes to use such insurance to cover any claims under such insurance policies.]
- 11.2 The Supplier shall indemnify the Company 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.
- 11.3 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 £1,000,000 for any one event or series of connected events.
- 11.4 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 or actually foreseen.
- 11.5 Except as provided for in clause 11.6, 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 for direct costs and damages only and shall be limited to the greater of:
- 11.5.1 the sum for which the Supplier has comprehensive insurance cover pursuant to clause 11.1;
- 11.5.2 a sum equivalent to the cost of the products or services that caused the claim, plus damages for any additional costs directly incurred by the Company in obtaining alternative products or services.
- 11.6 The parties acknowledge that the limitations contained in this clause 11 are reasonable in the circumstances.
- 11.7 The Company's statutory liability that is not excluded by the Call Off Contract is excluded.
- 11.8 These limitations will apply regardless of the form of action, whether under contract, tort, or any other form of action.
- 11.9 For the purposes of clause 11, the term 'Supplier' includes its employees, subcontractors and sub-contractors and shall not have the benefit of the limits and exclusions of liability under the Contracts (Rights of Third Parties) Act 1999.
- 11.10 Nothing in these limitations shall apply to anything else in the Call Off



Contract shall exclude any liability for fraudulent misrepresentation.

## 12. **Company's Warranty**

- 12.1 The Company warrants that the Software shall conform to any oral representation made by the Supplier or any written representations, illustrations or specifications contained in any call for tenders or other material produced by the Supplier which are only intended to provide an idea of the products and services mentioned. The Company shall not be relied upon the descriptions, illustrations, functions or specifications contained in the user manual and software specifications.
- 12.2 The Company warrants that the Software shall comply in all material respects with all applicable laws, regulations and standards of conduct (whether statutory or otherwise) of the United Kingdom and that all licences, permissions and consents required for the use of the Software have been obtained and are in full force and effect.

## 13. **Company's Obligations**

- 13.1 The Company shall
- 13.1.1 operate the Software and the database in accordance with the user manual;
  - 13.1.2 by arrangement with the Supplier maintain the premises and/or systems at all times in a state fit for the use of the Software;
  - 13.1.3 make hardware and software available to the Supplier's support staff, and when required ensure that the necessary facilities are required for such support staff to perform their duties;
  - 13.1.4 permit the Supplier to update the Software to the current version of software from time to time when required, to provide a reasonable level of assistance in connection with the use of the Software;
  - 13.1.5 provide notice to the Supplier of any hardware or operating system or software changes which may affect the use of the Software.
- 13.2 The Company shall provide the Supplier with reasonable direct and remote access to the Computer System, and shall provide such assistance as may be required, including, but not limited to, providing sample data.

## 14. **Confidential Information**

- 14.1 The Company undertakes to keep confidential and keep secret the payment terms of the Call Off Contract, the Software, the Licensed Program and all information contained or embodied in the Software or information contained in any call for tenders or other material produced by the Supplier (collectively referred to as "Confidential Information").
- 14.2 The Company shall not disclose Confidential Information without the written consent of the Supplier to any person except:
- 14.2.1 the Company's employees, agents, consultants and subcontractors who need to know Confidential Information in order to perform their duties;
  - 14.2.2 the Company's employees, agents, consultants and subcontractors who are required to know Confidential Information by HM Revenue and Customs and the Company has a right, duty or obligation to know Confidential Information only in pursuance of such right, duty or obligation.

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14.5 The foregoing oblig  
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## 15. Security and Control

The Company shall during

15.1 effect and maintain  
Program Materials f

15.2 retain the License  
Company's effective

15.3 maintain a full and  
of the Licensed P  
Supplier on request

15.4 comply with all reas  
of the Licensed  
implementation of  
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## 16. Termination

16.1 The Company may  
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16.2 The Supplier may t  
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16.3 Forthwith upon the  
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the Licensed Programs are for the  
(the terms of the Licence) and then  
enable such person to properly

persons and bodies mentioned in  
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, and that they owe a duty of  
shall indemnify the Supplier against  
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upplier if it becomes aware of any  
n the Company divulges all or any  
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lity shall remain in full force and  
Licence or the Call Off Contract.

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shall produce such record to the

he Supplier with regard to the use  
cluding, without limitation, the  
d Programs, third party software,  
hardware which the Supplier may

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contract forthwith on giving notice in

breach of any term of the Call Off  
n capable of being remedied) shall  
receipt of a request in writing from  
breach (such request to contain a  
terminate); or

inues the use of the Licensed

Off Contract, any licence made  
d relating to any software or other  
intenance supplied under the Call

- Off Contract, shall be provided in any such licence agreement.
- 16.4 Any termination of the Licence (howsoever occasioned) shall not affect any accrued rights of either party, nor shall it affect the coming into force of any provision hereof which is expressly or by implication intended to come onto or continue in force on or after such termination.
- 16.5 If the Supplier terminates the Licence pursuant to clause 16.2, then the Company shall refund of the [Support Fee and the Maintenance Charge] if it has been paid.
17. **Alterations**
- The Company undertakes to permit the whole or any part of the Licensed Program Materials in any version to become incorporated in, any other Licensed Programs to be developed by the Company.
18. **Training**
- 18.1 The Supplier undertakes to permit training in the use of the Licensed Programs for the staff of the Company set out in Annex 7.
- 18.2 Any additional training for the Company shall be provided by the Supplier in accordance with the schedule of charges from time to time in force.
19. **Documentation**
- The Supplier shall provide to the Company e.g. 2>> copies of a set of the Documentation containing details of the facilities and functions set out in Annex 7. If the Company requires further copies of the Documentation, the Supplier shall obtain under licence from the Supplier in accordance with the schedule of charges from time to time in force.
20. **Company's Confidential Information**
- 20.1 The Supplier shall treat the Company as a licensee of the Program Materials, subject to the Company's prior written consent to the Company's publicity materials, subject to the Company's publicity document.
- 20.2 Subject to clause 20.1, the Supplier shall treat as confidential all information supplied to the Company under the Call Off Contract which is designated as confidential, or which is by its nature clearly confidential, provided that such information was not extend to any information which was rightfully in the knowledge of the Supplier prior to the commencement of the negotiations leading to the Call Off Contract, or which is already public knowledge or becomes public knowledge (otherwise than as a result of a breach of this clause).
- 20.3 The Supplier shall not disclose confidential information to any person except to its own employees who need to know the same.
- 20.4 The Supplier shall ensure that its employees are aware of and comply with the provisions of this clause.
- 20.5 The foregoing obligations shall survive the termination of the Licence or the Call Off Contract.

## 21. Remote Access

- 21.1 If the Supplier has modem access to any part of the Company's Equipment, the Supplier shall perform its obligations under this clause 21 shall apply additionally.
- 21.2 The Supplier will:
- 21.2.1 only use a modem approved by the Company (such approval not to be withheld or delayed);
  - 21.2.2 provide the name of each individual who will have access to the Company's Equipment and the phone number at which the individual will be dialing-in;
  - 21.2.3 ensure that its personnel to remotely access the Company's Equipment shall not simultaneously access the Internet or be logged on to the Company's Equipment;
- 21.3 The Supplier further agrees that its personnel will not remotely access the Company's networked computer unless the Company's network is protected by a firewall that is maintained by a 7x24 hour service. This firewall must be certified by the International Computer Security Association (ICSA) (or an equivalent certification as determined by the Company) if the connection to the Company's network is made through a line such as frame relay or T1 line;
- 21.4 The Supplier will restrict access to its Equipment to only the Company's personnel. This clause shall entitle the Supplier to a production copy of the Licensed Programs unless the Supplier has previously agreed in writing that such access is to take place on a date on which such access is required. The Supplier shall report in writing when such access is required and during such access.

## 22. Interpretation

In the case of conflict or ambiguity between a provision contained in the body of these Terms and Conditions and a provision contained in any Annex, the provision in the body of these Terms and Conditions shall have precedence unless in relation to the Order that Annex states expressly that that particular content of the Annex prevails over any other provision of the Call Off Contract concerned..

## 23. Announcements

Neither party shall issue any announcement or disclose any information regarding the subject matter of this Contract without the prior written consent from the other party.

## 24. Assignment

Either party may assign the whole or part of its equity share in the business relating to the subject matter of the Call Off Contract, provided that the assignee is under common control with, a partner or subsidiary of the Company. Any attempted assignment in violation of this clause will be null and void.

25. **Force Majeure**

[25 Neither party shall be deemed to be in breach of the Call Off Contract for failure to perform its obligations in performance of the Call Off Contract which results from a Force Majeure Cause as defined in the Framework Agreement. If a Force Majeure Cause continues for a continuous period of >>> months>>>, either party may terminate the Call Off Contract with the other party.]

OR

[25. Notwithstanding anything to the contrary in the Call Off Contract, neither party shall be liable for failure to perform its obligations under the Call Off Contract if such delay is caused by a Force Majeure Cause as defined in the Framework Agreement. Without limitation any delay caused by a Force Majeure Cause provided however that any delay by a party shall not relieve the party of its obligations. If a delay is beyond the reasonable control of the party concerned. Subject to the party so notifying the other party in writing of the reasons for the delay, the performance of such party's obligations shall be extended for a period that the said circumstances persist and such party shall be entitled to an extension of time for performance equal to the period of such delay is caused by the act or omission of the party. The rights, remedies and liabilities of the party shall be referred and imposed by the other party.]

25.1 any costs and expenses incurred by the party incurring the delay shall be borne by the party incurring the delay;

25.2 either party may terminate the Call Off Contract with the other by reasonable notice to the Supplier. If a Force Majeure Cause continues for more than 10 weeks, either party may terminate the Call Off Contract with giving notice in writing to the other party. Save that the Company shall pay for the cost of any work carried out by it in respect of any work carried out by it for that purpose the Company may deduct such amount from any amount previously paid by the Company under the Call Off Contract (if any) of which shall be refunded to the Supplier (or otherwise).]

26. **Annexes**

The provisions of Annexes to the Framework Agreement shall apply to the Call Off Contract herein for the purpose of performance of the Call Off Contract. The Annexes to be attached to a Call Off Contract shall be the same as the Annexes to the Framework Agreement.

27. **Successors and Assignees**

27.1 The Call Off Contract shall bind the parties and their successors and permitted assignees, and inure to the benefit of, the parties and their successors and permitted assignees, and the Call Off Contract shall include its successors and permitted assignees.

27.2 In the Call Off Contract, references to a person shall include references to a person:

27.2.1 who for the purposes of the Call Off Contract (by assignment, novation or otherwise) transfers or assigns its interest in the Call Off Contract (or any part thereof) to another person.

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27.2.2 who, as administrator, exercises those rights;

otherwise, is entitled to exercise

and in particular the right to exercise any interest in those rights in the event of a division, reconstruction or other corporate purpose, references to the exercise of similar rights to which the exercise of novation of the Call Off Contract

a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, acquisition or other corporate reorganization involving that party. For this purpose, references to the exercise of similar rights to which the exercise of novation of the Call Off Contract include any person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, acquisition or other corporate reorganization involving that party.

28. **Counterparts**

The Call Off Contract may be executed in any number of counterparts or duplicates, each of which shall be an original and all of which shall together constitute one and the same contract.

number of counterparts or duplicates, each of which shall be an original and all of which shall together constitute one and the same contract.

29. **Time of the Essence**

Time shall be of the essence of the contract as regards any time, date or period mentioned in it or in any agreement in writing between the parties.

contract as regards any time, date or period mentioned in it or in any agreement in writing between the parties.

30. **Costs and Expenses**

Each party shall bear its own costs and expenses arising in connection with the drafting, preparation, execution and registration (if applicable) of the Call Off Contract.

Each party shall bear its own costs and expenses arising in connection with the drafting, preparation, execution and registration (if applicable) of the Call Off Contract.

31. **Set-off**

Where either party has incurred a liability to the other party under the Call Off Contract or otherwise, and the other party has a claim against the first party, the first party may set off the amount of the claim against the amount due to the other party under the Call Off Contract.

Where either party has incurred a liability to the other party, whether under the Call Off Contract or otherwise, and the other party has a claim against the first party, the first party may set off the amount of the claim against the amount due to the other party under the Call Off Contract.

32. **Proper Law and Jurisdiction**

32.1 Clause 17 of the Framework Agreement shall apply to the Call Off Contract notwithstanding the provisions of the Framework Agreement save that:

Clause 17 of the Framework Agreement shall apply to the Call Off Contract notwithstanding the provisions of the Framework Agreement save that:

32.1.1 the Supplier shall have the right to sue to recover its fees in any court of law having jurisdiction in the place where the Supplier is operating or has assets; and

the Supplier shall have the right to sue to recover its fees in any court of law having jurisdiction in the place where the Supplier is operating or has assets; and

32.1.2 the Supplier shall have the right to sue for breach of its intellectual property rights (including but not limited to trade secrets ('IPR')) (whether or not such breach or threatened breach of IPR is taking place) in any country in which the Supplier is operating or has assets. For the avoidance of doubt, the provisions of the Call Off Contract shall not apply to the parties to the Call Off Contract.

the Supplier shall have the right to sue for breach of its intellectual property rights (including but not limited to trade secrets ('IPR')) (whether or not such breach or threatened breach of IPR is taking place) in any country in which the Supplier is operating or has assets. For the avoidance of doubt, the provisions of the Call Off Contract shall not apply to the parties to the Call Off Contract.

32.2 Each party recognizes and agrees that its business relies upon the protection of its IPR. In the event of a breach or threatened breach of IPR, the other party shall be entitled to seek such other equitable relief in order to prevent a breach or threatened breach of IPR.

Each party recognizes and agrees that its business relies upon the protection of its IPR. In the event of a breach or threatened breach of IPR, the other party shall be entitled to seek such other equitable relief in order to prevent a breach or threatened breach of IPR.

32.3 With respect to all claims arising out of or in connection with the Call Off Contract which are not IPR related pursuant to the provisions of clauses 32.1 and 32.2, the following procedures in

With respect to all claims arising out of or in connection with the Call Off Contract which are not IPR related pursuant to the provisions of clauses 32.1 and 32.2, the following procedures in

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and Conditions so that the format of  
ents. When each Order Form is  
e attached to the Order From and  
Order Form and accepted by the

ls, staff expenses and pension

### 1. Hardware

<<Insert Details>>

### 2. Operating System

<<Insert Details>>

### 3. Third Party Software

#### Supplier

<<Insert Details>>

#### Name

<<Insert Details>>

#### Version

<<Insert Details>>

	Annual Licence Fees
<b>For first 12 months</b>	
On signature	£
On delivery	£
<b>After first 12 months</b>	
At start of each period [£ ]	of licences purchased]
Training: <<Insert [	
<b>Additional charges as per the above</b>	<b>Conditions:</b>
On invoice £ p	

[<<insert details>>] OR [such other as may be agreed by the Company.]

<<insert details>>



<<insert details>>

- 1 The Supplier will at no additional cost provide up to <<..>> day's training and in connection with the first
- 2 Training will thereafter be provided at the rate specified in Annex 3.
- 3 The Supplier will also provide the first 5 days to assist users, set up data and integrate software

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