



Partnership
Education

TERMS & CONDITIONS



PARTIES

- (1) **Partnership Education Limited (PEL)** incorporated and registered in England and Wales whose registered office is at Cranfield Innovation Centre, University Way, Cranfield Technology Park, Cranfield, Bedfordshire, MK43 0BT ("Supplier").
- (2) **The Customer** – as detailed in the Proposal ("Customer")

BACKGROUND

- (A) The Supplier has developed and will provide the Managed Services.
- (B) The Customer has decided to appoint the Supplier to provide the Managed Services.
- (C) The Supplier has agreed to provide, and the Customer has agreed to receive and pay for the Services, subject to the terms and conditions of this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Applicable Laws: means all laws and regulatory requirements, and all rules, codes, industry standards, guidance and other requirements made or imposed by a regulator or any governmental or other competent authority, in each case that are applicable to the activities from time to time of the Customer, the Supplier and/or provision or use of the Services.

Additional Services: means services which are additional to the Services and not found in the Managed Services Specification and are separately chargeable.

Agreement: means this document and the Proposal and annexed hereto.

Business Day: a day other than a Saturday, Sunday or between Christmas Day and New Year's Day, or public holiday in the UK when banks are open for business.

Change Control Procedure: the procedures set out in clause 10 and Schedule 3.

Change of Control: means that the person or persons who controlled or had the power to control the affairs and policies of the applicable entity whether directly or indirectly and either by ownership or share capital, possession of voting power, ability to appoint directors, contract or otherwise, ceases to have such control.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services (together, its **Representatives**) to the other party and that party's Representatives in connection with this agreement which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Customer Data: any information that is provided by the Customer to the Supplier as part of the Customer's use of the Managed Services, including any information derived from such information, which includes Customer Personal Data.

Customer Personal Data: any Personal Data comprised in the Customer Data.

Customer Site: As detailed in the Proposal.

Customer-Side Equipment: any equipment located or to be located on a Customer Site but controlled or to be controlled exclusively by the Supplier as part of the Managed Services.

Data Controller: has the meaning given to that term in the DPA.

Data Processor: has the meaning given to that term in the DPA.

Data Protection Regulations: means the DPA and all other Applicable Laws that are relevant to privacy and/or the protection of personal data.

DPA: the Data Protection Acts of 1998 and 2018.

Dispute Resolution Procedure: the procedure described in clause 11.

Effective date: as detailed in the Proposal.

End User Licence Agreement: means the software licence agreements relating to any and all Customer Software.

Exit Services: the exit related services that are to be provided by the Supplier, as requested by the Customer, to successfully transition the Managed Services to a Replacement Supplier.

Extended term: a period of 1 year commencing on each anniversary of the Effective Date.

Fees: the fees payable to the Supplier, as described in the Proposal.

First Level Support: the level of support provided by a Service Desk as the single point of contact for reporting all issues that are impacting the IT user community. The Service Desk staff will attempt to resolve the issue i.e. if it is an incident, restore normal service or if it is a service request, fulfil the request. If the Service Desk engineer cannot resolve the issue, then it is escalated to another level of support for resolution. The escalation can be to Second or Third Level Support as identified by the Service Desk engineer.

Goods: means equipment, hardware or software ordered by the Supplier on behalf of the Customer.

Good Industry Practice: means the exercise of skill, care, diligence, prudence and foresight that would reasonably or ordinarily be expected from a skilled and experienced operator engaged in the same or similar type of undertaking as the Supplier.

Hardware: all physical telecommunications, networking and computer equipment (including switches, routers, cables, servers, racks, cabinets and peripheral accessories) provided and used by the Supplier to deliver the Managed Services to the Customer. Excluding any hardware used or owned by the Customer (**Customer Hardware**).

Term: the period stated in the Proposal.

Intellectual Property Rights: any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of

any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions.

Maintenance: any error corrections, updates and upgrades that the Supplier may provide or perform with respect to the Managed Services, as well as any other support under this agreement, all as described in Schedule 4, as may be amended from time to time by written agreement of the parties.

Managed Services: the service described in the Managed Service Specification to be performed by the Supplier in accordance with this agreement, as may be amended from time to time by written agreement of the parties, including Maintenance.

Managed Service Specification: the specification for the Managed Services as described in Schedule 4 (Clauses 4.1 and 4.2) and the Proposal, as may be amended from time to time by written agreement of the parties.

Personal Data: has the meaning given to that term in the DPA.

Proposal: a document entitled proposal and or quotation, including an ICT Support Contract letter.

Quotation: means the price and specification provided in relation to Additional Services.

Replacement Supplier: means a person who provides the Customer with services similar to one or more of the Services in succession to the Supplier, whether following the termination of this agreement or otherwise.

Second Level Support: the level of support provided by a group with more expertise in the issue that has been reported. This level of support may include staff who are physically co-located with the user who is reporting the issue and who can attend the user in person, should this be required to resolve the issue.

Service Desk: The function provided by the Supplier to undertake activities such as logging Customer incidents, provide First Line Support Services to the Customer and allocate onsite support as required.

Service Level Arrangements: the service level arrangements set out in Schedule 1 regarding the performance of the Managed Services, as may be amended from time to time by written agreement of the parties.

Services: the Managed Services and/or Additional Services.

Signatory Authority: an individual or individuals with authority to contractually bind the Customer.

Software: any software used by the Supplier to provide the Managed Services to the Customer whether owned by a third party (**Third-Party Software**) or by the Supplier (**Supplier Software**) but excluding any software used or owned by the Customer (**Customer Software**).

Supplier's System: the information and communications technology system to be used by the Supplier in performing the Services, including the Hardware, the Software, the Customer-side Equipment and communications links between the Hardware and the Customer-side Equipment and the Customer's operating environment.

Third Level Support: the level of support provided by the staff that are the technical authority for the part of the IT infrastructure that is under investigation e.g. the application development team, the network team.

Transferring Contracts: the third-party contracts (including licenses to Third-Party Software) that the Supplier reasonably considers necessary to enable the transition of the Managed Services to the Customer or any Replacement Supplier on expiry or termination of this agreement.

TUPE: means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

Virus: without limitation, any malicious code, trojans, worms and viruses, lock, authorisation key or similar device that impairs or could impair the operation of the Software, Customer Software and or the Managed Services.

Year: means, for Year 1, the period of twelve-months from the Effective Date, and for each subsequent Year, the twelve-month period commencing on each anniversary of the Effective Date.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.8 References to clauses and schedules are to the clauses and schedules of this agreement. References to paragraphs are to paragraphs of the relevant schedule.
- 1.9 A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated from time to time.
- 1.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

2. **CONFLICTING TERMS**

- 2.1 If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

3. SERVICE PROVISION

3.1 The Supplier shall provide the Managed Services as from the relevant Effective Date until expiry or earlier termination of this agreement in accordance with this agreement.

3.2 Without prejudice to the Customer's other rights or remedies under this agreement, where the Supplier fails to perform the Managed Services in accordance with the applicable service levels set out in the Service Level Arrangements, the Customer shall be entitled to require the Supplier promptly to remedy any faults with the Managed Services at no additional charge to the Customer and the Supplier shall promptly arrange all such additional resource as is reasonably necessary to rectify such faults, mitigate the impact of such faults and prevent any recurrence of such faults.

3.3 The Customer shall not store, distribute or transmit any material or commit such acts through the Managed Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images; and/or
- (d) promotes unlawful violence, discrimination based on race, gender, age, disability, sexual orientation, religion and belief, gender reassignment, or any other illegal activities.

3.4 The Customer shall remain responsible for the use of the Managed Services under its control, including any use by third parties (whether fraudulent or invited by the Customer).

3.5 The Customer shall not provide the Managed Services to third parties, unless agreed with the Supplier.

3.6 The Supplier reserves the right to (on giving the Customer at least 30 days' prior written notice of the same):

- (a) modify the Supplier's System, its network, system configurations or routing configuration; or
- (b) modify or replace any Hardware or Software in its network or in equipment used to deliver any Service over its network,

provided that this has no adverse effect on the Supplier's obligations under this agreement and/or the Customer's receipt of the Managed Services, and/or the Supplier's provision of the Managed Services or the Service Level Arrangements.

4. CUSTOMER DATA

4.1 The Supplier shall promptly notify the Customer in writing of any corruption, loss or damage to the Customer Data or of any breach of its obligations relating to Customer Data under this agreement. In the event of any corruption, loss or damage to Customer Data, the Supplier shall, without prejudice to the Customer's other rights and remedies, use all reasonable endeavours to restore and/or correct the corrupted, lost or damaged Customer Data from the latest backup of such Customer Data. The Supplier

shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of Customer Data caused by any third party (except those third parties that are engaged by the Supplier, such as subcontractors who perform services related to Customer Data maintenance and back-up on behalf of the Supplier).

4.2 Each party warrants that it shall comply with the DPA in respect of its obligations or otherwise arising under this agreement.

4.3 The Customer shall be the Data Controller, and the parties hereby acknowledge that the Supplier will be acting as Data Processor in respect of all data processing activities in relation to Customer Data that the Supplier carries out under this agreement.

4.4 The Supplier undertakes to the Customer that:

- (a) it shall process the Customer Personal Data only in accordance with the written instructions of the Customer and to the extent, and in such a manner, as is reasonably necessary to supply the Managed Services in accordance with this agreement or as is required by any Applicable Laws;
- (b) in respect of Customer Personal Data of the Customer, which is in the possession or under the control of the Supplier, it shall implement and maintain the technical and organisational measures to protect this Customer Personal Data against unauthorised or unlawful processing and accidental loss, destruction, alteration or disclosure;
- (c) it shall not (and shall ensure that its Personnel do not) publish, disclose or divulge any Customer Data and/or Customer Personal Data to any third party, nor allow any third party to process Customer Data and/or Customer Personal Data on the Supplier's behalf without the prior written consent of the Customer;
- (d) it shall not transfer Customer Personal Data outside the European Economic Area without the prior written consent of the Customer; and
- (e) it shall assist the Customer with any subject access request that the Customer or Supplier receives relating to Customer Personal Data processed by the Supplier under this agreement.

4.5 The Supplier will establish and maintain robust policies and procedures to:

- (a) ensure that access to Customer Personal Data (or data comprising Customer Personal Data) is limited to those of its Personnel who require access to perform the Managed Services or to otherwise comply with its obligations and/or exercise its rights under this agreement;
- (b) ensure the reliability of Personnel who have access to Customer Personal Data (or data comprising Customer Personal Data), and ensure that those Personnel are aware of their obligations and the Supplier's obligations under this agreement; and
- (c) maintain the confidentiality and security of all Customer Personal Data (or data comprising Customer Personal Data) in a manner consistent with its obligations under this agreement and the Data Protection Regulations.

4.6 The Supplier will, on request of the Customer on termination (or expiry) of the agreement or on such earlier date as the Customer may require, and at no additional cost to the Customer, either return the Customer Data including all Customer Personal Data (and including all back-up records and other copies thereof, whether electronic or written) to the Customer in a format reasonably requested by the Customer or, if the Customer so elects and it is reasonably practical and achievable, destroy the Customer Data including all Customer Personal Data.

5. **SUPPLIER'S OBLIGATIONS**

5.1 The Supplier hereby warrants, represents and undertakes that:

- (a) the Services will be performed with all reasonable skill and care and in accordance with Good Industry Practice, and in accordance with all Applicable Laws, the Managed Service Specification, Service Level Arrangements and the other terms and conditions of this agreement;
- (b) it shall perform the Services in a manner that does not cause damage to, or otherwise unreasonably adversely interfere with, the Customer's operating environment and/or any other data, systems, property and/or equipment owned or used by the Customer; and

5.2 The Supplier shall:

- (a) keep all Customer Data safe and secure while they are in the custody, possession or control of the Supplier;
- (b) co-operate with all third-party service providers engaged by the Customer from time to time and notified to the Supplier by the Customer in writing, and keep the Customer informed in advance (where reasonably practicable) of any issue regarding the Managed Services and/or any third party service provider that may adversely impact performance of any Service;
- (c) act reasonably and in good faith and give prompt attention to any matter reasonably raised by the Customer relating to the Supplier's obligations and/or the performance or receipt of the Services;
- (d) provide its communications, co-operation, support, information and assistance in a timely manner and in a proactive, transparent and open way and in a spirit of trust and mutual confidence;
- (e) promptly report all problems and issues with the Services to the Customer and agree with the Customer a workable solution before taking any remedial or corrective action (such agreement not to be unreasonably withheld or delayed);
- (f) ensure PAYE employees have a valid and up to date Enhanced DBS certificate;
- (g) act at all times in accordance with any Applicable Law and not act in a manner that will put the Customer in breach of any Applicable Law;
- (h) comply with the provisions of any End User Licence Agreements applicable to Third Party Software provided by the Customer to the Supplier under this agreement.

6. **SECURITY**

6.1 The Supplier shall ensure that robust and appropriate safety and security systems and procedures are implemented, maintained and enforced at all times to prevent any unauthorised access or damage to any and all Services, the Supplier's System and related networks or resources and/or the Customer Data, in accordance with this agreement.

6.2 The Customer shall promptly inform the Supplier if it suspects or uncovers any breach of security and shall use all reasonable endeavours to promptly remedy such breach and to prevent it reoccurring.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall:

- (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by the Supplier, in order to render the Managed Services, including Customer Data, security access information and Customer Software interfaces, to the Customer's other business applications, subject to the Supplier complying with the Customer's security requirements;
- (b) provide such access for any of the Supplier's Personnel to the relevant Customer's Site(s) during the Customer's normal working hours in each Business Day as may be reasonably required in connection with the provision of the Services and at such other hours as may be arranged in advance;
- (c) provide such personnel assistance, as may be reasonably requested by the Supplier from time to time;
- (d) nominate a Signatory Authority, who shall have the authority to contractually bind the Customer on all matters relating to this agreement;
- (e) comply with the Proposal;
- (f) comply with all Applicable Laws with respect to its activities under this agreement; and
- (g) carry out all other Customer responsibilities set out in this agreement.

8. WARRANTIES

8.1 The Customer warrants that:

- (a) it has the full capacity and authority to enter into and perform this agreement and that this agreement is executed by a duly authorised representative of the Customer;
- (b) it has the authority to grant any rights to be granted to the Supplier under this agreement, including the right to provide the Customer Software and Customer Hardware to the Supplier as indicated in this agreement and for the same to be used in the provision of the Managed Services and otherwise in connection with this agreement;
- (c) it will comply with and use the Managed Services in accordance with or as reasonably anticipated by this agreement and all Applicable Laws, and shall not do any act that shall infringe the rights of any third party including the publishing or transmission of any materials contrary to relevant laws;

- (d) it owns or has obtained valid licences, consents, permissions and rights to use, and where necessary to sub-license to the Supplier (or otherwise allow the Supplier to use), any third-party licences and consents in respect of any Customer Software;
- (e) the Supplier's use in the provision of the Managed Services or otherwise in connection with this agreement of any third-party materials, including any Customer Hardware or Customer Software supplied by the Customer to the Supplier for use in the provision of the Managed Services or otherwise in connection with this agreement, shall not, as far as Customer is aware, cause the Supplier to infringe the rights, including any Intellectual Property Rights, of any third party; and,
- (f) it will request its users comply with the Supplier's reasonable and lawful instructions and provide reasonable cooperation in relation to the Managed Services.

8.2 The Supplier warrants, represents and undertakes that:

- (a) it has the full capacity and authority to enter into and perform this agreement and that this agreement is executed by a duly authorised representative of the Supplier;
- (b) it owns or has obtained valid licences, consents, permissions and rights to enable the Supplier to comply with this agreement and to use any of the Intellectual Property Rights necessary for the fulfilment of all its obligations under this agreement including for the Customer's use and receipt of the Services, and the Supplier shall not breach the provisions of any such necessary licences, consents, permissions and rights or cause the same to be breached;
- (c) it will comply with all Applicable Laws in performing its obligations under this agreement;
- (d) the Customer's use of the Services, including any materials supplied by or on behalf of the Supplier to the Customer, shall not cause the Customer to infringe the rights, including any Intellectual Property Rights, of any third party;
- (e) all personnel used by the Supplier in the performance of this agreement are adequately skilled and experienced and qualified and trained for the activities they are required to perform;
- (f) the Managed Services, with effect from the relevant Effective Date, will function and perform in accordance with the requirements of this agreement, including the Managed Services Specification, Proposal and the Service Level Arrangements.

9. FEES AND PAYMENT

9.1 The Customer shall, in consideration of provision of the Services in accordance with this agreement, pay the Fees for each Service requested by the Customer outlined in the Proposal. The Customer shall, in consideration for an order of Goods made on behalf of the Customer, pay the Supplier the amount stated in a Quotation which has been accepted by the Customer.

9.2 All amounts and Fees stated or referred to are exclusive of any applicable value added tax, which shall be added to the relevant invoice at the appropriate rate.

9.3 Except to the extent expressly stated otherwise, the Supplier shall invoice the Customer annually in advance for the Fees. The Supplier shall invoice the Customer for Goods on delivery of Goods. The Supplier shall

invoice the Customer for Additional Services on completion of the Additional Services, however the Supplier may issue partial invoices for Goods or Additional Services in advance of completion.

- 9.4 The Supplier may issue partial invoices for Goods delivered, even if the entire order has not been completed. These partial invoices will be based on the quantity and value of Goods delivered. The Customer agrees to pay each partial invoice within 30 days of its receipt.
- 9.5 Each undisputed invoice is payable within 30 days of the date of invoice. The Customer agrees to notify the Supplier in writing of any invoice dispute without undue delay and in any case within 10 working days of receipt of the disputed invoice.
- 9.6 The Customer shall reimburse the Supplier for all actual, reasonable travel costs and expenses including airfares, hotels and meals incurred by the Supplier for services delivered outside of the Proposal.
- 9.7 The Customer shall be charged a 5% fee to cover the costs of processing a cheque, should the Customer opt to pay the Fees by cheque. This fee will be deducted from the amount paid and applied to the Customer's outstanding balance.
- 9.8 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any undisputed amounts on the due date, the Supplier may:
 - (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand;
 - (b) where: (i) such undisputed amounts have been overdue for 15 days or more; and, (ii) the Supplier has after such 15 day period notified the Customer in writing that it intends to suspend all Services if the Customer does not pay such undisputed amounts within 30 further days of its receipt of that notice, suspend all Services until payment has been made in full or immediately terminate this agreement..

Company details are provided below:

- **VAT Number:** GB 338888537
- **Company Number:** 05924935
- **Registered Office:**

Partnership Education Ltd,
Innovation Centre,
University Way,
Cranfield Technology Park,
Cranfield,
Bedfordshire,
MK43 0BT

Please make cheques payable to Partnership Education Ltd

10. CHANGE CONTROL AND DELAYS

- 10.1 If either party wishes to change the scope or execution of the Managed Services (including Customer requests for additional services), it shall submit a change control request in line with the Change Control Procedure in accordance Schedule 3, detailing the requested change to the other in writing.
- 10.2 If at any time the Supplier becomes aware that it will not (or is unlikely to) perform the Managed Services in accordance with this agreement, it shall promptly notify the Customer of such delay and provide the Customer with preliminary details of the reasons for it.
- 10.3 The Supplier shall as soon as possible and in any event not later than two Business Days after notification under clause 10.2, give the Customer written details of the reasons for the delay and the consequences of the delay.
- 10.4 The Supplier shall, at no additional cost to the Customer, deploy such additional resources and take all reasonable steps as are necessary to eliminate or mitigate the consequences of the delay, and advise the Customer and keep the Customer fully informed and up-to-date of the status of remedial efforts being undertaken with respect to the delay except to the extent that the delay is due to reasons within the Customer's reasonable control. To the extent that the delay is due to reasons within the Customer's reasonable control, the Customer may request that the Supplier deploy such additional resources and take all reasonable steps as are necessary to eliminate or mitigate the consequences of the delay at the Customer's additional cost.
- 10.5 It is agreed that any Customer delays in meeting its obligations in relation to the Services may result in a Supplier delay in providing the Services. In such circumstances, the Supplier will be relieved from performing its obligations under this agreement if, and only to the extent that the Supplier's non-performance results from the Customer's delay to perform its obligations under this agreement, provided that the Supplier:
 - (a) promptly notifies the Customer in writing of the Customer's delay and the impact or likely impact of the delay; and
 - (b) uses its all reasonable endeavours to perform and mitigate any impact, notwithstanding any failure by the Customer to perform or delay in performing.

11. DISPUTE RESOLUTION

- 11.1 If a dispute arises under this agreement, including any dispute arising out of any amount due to a party hereto, then before bringing any suit, action or proceeding in connection with such dispute, a party must first give written notice of the Dispute to the other party describing the dispute and requesting that it is resolved under this dispute resolution process (Dispute Notice).
- 11.2 If the parties are unable to resolve the dispute within 30 days of delivery of the Dispute Notice, then each party will promptly (but no later than five Business Days thereafter):

- (a) appoint a designated representative who has sufficient authority to settle the Dispute and who is at a higher management level than the person with direct responsibility for the administration of this agreement (Designated Representative); and
- (b) notify the other party in writing of the name and contact information of such Designated Representative.

11.3 The Designated Representatives will then meet as often as they deem necessary in their reasonable judgment to discuss the Dispute and negotiate in good faith to resolve the Dispute. The Designated Representatives will mutually determine the format for such discussions and negotiations, provided that all reasonable requests for relevant information relating to the Dispute made by one party to the other party will be honoured.

11.4 If the parties are unable to resolve the Dispute within 30 days after the appointment of both Designated Representatives, then either party may proceed with any other available remedy.

11.5 Notwithstanding the foregoing, either party may seek interim or other equitable relief necessary (including an injunction) to prevent irreparable harm.

12. THIRD-PARTY RIGHTS

Nothing in this agreement shall confer any right or benefit upon any person who is not a party to it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13. PROPRIETARY RIGHTS

13.1 Each party acknowledges and agrees that, as between the parties:

- (a) the Supplier and/or its licensors own all Intellectual Property Rights in all materials connected with the Services and in any material developed or produced in connection with this agreement by the Supplier, its officers, employees, subcontractors or agents; and
- (b) the Customer and/or its licensors own all Intellectual Property Rights in assets or items made available by or on behalf of the Customer to the Supplier including the Customer Data, and all materials developed or produced in connection with this agreement by the Customer, its officers, employees, subcontractors or agents.

Except as expressly stated herein, neither party grants the other any rights to such Intellectual Property Rights.

13.2 Nothing in this agreement affects either party's rights in pre-existing Intellectual Property Rights (including pre-existing Intellectual Property Rights of either party contained in or relating to Confidential Information).

13.3 The Supplier hereby grants the Customer (and its third party providers) during the term of this agreement a licence to: (i) use all materials, software and deliverables; and (ii) copy any documentation in each case that are made available by or on behalf of the Supplier to the Customer in connection with provision of the

Services to the extent necessary to enable the Customer to enjoy and make use of the Services and any related services including those provided by third party vendors of the Customer (such as related interface, security and other activities).

- 13.4 Subject to clause 13.7, the Customer shall indemnify the Supplier against any claim made against the Supplier that the Supplier's use of the pre-existing IPR of the Customer in accordance with this agreement infringes any third party Intellectual Property Rights.
- 13.5 Subject to clause 13.7, the Supplier shall indemnify the Customer against any claim made against the Customer that the Customer's use of the Pre-Existing IPR of the Supplier in accordance with this agreement or the Supplier's provision of the Services infringes any third party Intellectual Property Rights.
- 13.6 Where an indemnity is given under this agreement, the indemnified party shall:
 - (a) give prompt written notice to the indemnifying party of any claim or facts or circumstances that may give rise to a claim together with all relevant details;
 - (b) give the indemnifying party the exclusive conduct to defend, at its expense, any such claim and to enter into settlement negotiations;
 - (c) not settle or compromise any such claim, except with the prior written consent of Customer; and
 - (d) give the indemnifying party reasonable assistance and information as the indemnifying party may reasonably require in connection with the investigation, defence or settlement of such claims.

14. INDUCEMENT OF EMPLOYEES AND TUPE

- 14.1 Neither party shall during the term of this agreement and for a period of 12 months following the termination howsoever caused, directly or indirectly solicit or entice away or endeavour to solicit or entice away from the other party any employee (including any subcontractor directly involved in providing the Services) of the other party who has been engaged in the provision of the Managed Services or the performance of this agreement.
- 14.2 In the event that a party is found to be in breach of clause 14.1 then that party shall pay the other party by way of liquidated damages an amount equal to the gross annual salary, as at the time of the breach, of the employee concerned. This provision shall be without prejudice to the other party's right to seek injunctive relief.
- 14.3 Any information obtained by either party during the term of this Agreement regarding the other party's employees or subcontractors shall be treated as confidential and shall not be disclosed to any third party.
- 14.4 If, on termination of part or all of this Agreement or on the Customer or a Replacement Supplier providing the Customer with services similar to the Services (or some of them) in succession to the Supplier, any contract of employment relating to any person engaged in providing the Services (or some of them) has effect or is alleged to have effect as if originally made between the Customer or any Replacement Supplier and that person (the Relevant Person), the following shall apply:

- (a) the Customer shall within 10 (ten) Business Days of becoming aware of that effect or alleged effect notify the Supplier;
- (b) the Supplier shall use reasonable commercial endeavours, within 15 days of being so notified, to find suitable alternative employment for and make an offer of employment to the Relevant Person;
- (c) unless the offer is accepted and the Supplier provides evidence to the Customer and the Replacement Supplier that the offer has been accepted within 20 days of the notification referred to under clause 14.3(a), the Customer or the Replacement Supplier (whichever may be the transferee for the purposes of TUPE) may terminate (or purport to terminate) the contract of employment of the Relevant Person.

15. CONFIDENTIALITY

15.1 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- (d) was known to the receiving party before the information was disclosed to it by the disclosing party;
- (e) the parties agree in writing is not confidential or may be disclosed; or
- (f) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

15.2 Each party shall keep the other party's Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this agreement (Permitted Purpose); or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

15.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access to is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

15.4 The Customer acknowledges that the Supplier's Confidential Information includes any designs, plans, software or other materials created by the Supplier in connection with the Managed Services and the Customer agrees not to make use of any such material for any purpose other than receipt of the Services.

15.5 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

15.6 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

15.7 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 15.7, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

15.8 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.

15.9 The provisions of this clause 15 shall continue to apply after termination of this agreement.

15.10 Each party agrees that damages alone would not be an adequate remedy for any breach of this clause 15 and accordingly, without prejudice to any other rights or remedies available, each party shall be entitled to seek injunctive or other equitable relief to prevent any breach or threatened breach of this clause 15 by the other party.

16. INDEMNITY AND LIMITATION OF LIABILITY

16.1 This clause 16 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of any breach of this agreement.

16.2 Nothing in this agreement excludes or limits the liability of either party for:

- (a) death or personal injury caused by the Supplier's negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot lawfully be excluded or limited.

16.3 Subject to clause 16.2:

- (a) neither party shall be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for

any indirect loss of profits, indirect loss of business, depletion of goodwill or similar losses, or indirect economic loss, or for any other indirect or consequential loss, costs, damages, charges or expenses however arising; and

- (b) the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited, in any Year, shall not exceed the sum of the annual fees paid or payable by the Customer.

16.4 Subject to clause 16.2, and without prejudice to the Customer's obligation to pay Fees (and any expenses) due to the Supplier, the Customer's maximum aggregate liability under or in connection with this agreement whether in contract, tort (including negligence or breach of statutory duty), restitution or otherwise shall not exceed to the sum of the annual fees paid or payable by the Customer.

16.5 The Supplier shall not be responsible for, nor have any liability for any failure to provide or delay in providing the Services in accordance with the agreement in so far as such failure or delay results from the failure of the Customer to observe and perform its obligations from time to time under this agreement.

16.6 The terms of this clause 16 shall survive termination of the agreement.

17. TERM AND TERMINATION

17.1 This agreement shall be deemed to have commenced on the Effective Date. Unless terminated earlier in accordance with this clause 17, this agreement shall continue in force for the Term and shall renew automatically annually thereafter. Each Term shall automatically renew for one year unless either party gives the other written notice of termination at least ninety (90) days prior to expiration of the then current term. Should the Term in the Proposal be one year, then the annual fees will automatically increase by 5% or CPI (whichever is the higher) unless mutually agreed. Should the Term in the Proposal be three years, then the annual fee for the initial renewal will automatically increase by 15% unless mutually agreed, and the subsequent renewals will incur an uplift of 5% or CPI (whichever is the higher) year on year. This includes software licensing, warranties and web services.

17.2 Without prejudice to any rights that the parties have accrued under this agreement or any of their respective remedies, obligations or liabilities, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (in the case of a company) for the sole purpose of a

scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (e) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (g) a creditor or encumbrance of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.2(b) to clause 17.2(h) (inclusive); or
- (i) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- (j) either party commits a material breach of the agreement which, if capable of remedy, fails to be remedied within 30 days after being given written notice specifying full particulars of the breach and requiring it to be remedied.

17.3 Any provision of this agreement which expressly or by implication is intended to continue in force on or after termination of this agreement shall remain in full force and effect.

17.4 Termination of this agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

17.5 On effective termination of part or all of this agreement for any reason, the following provisions shall apply in respect of the terminated part(s):

- (a) the Supplier shall cease provision of the Managed Services unless requested to provide services to exit (such services will be documented via a Change Control and shall be separately chargeable);
- (b) each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;
- (c) the Customer shall pay to the Supplier, within 30 days, all of the Supplier's outstanding undisputed invoices and for Services provided, but yet to be invoiced;

(d) the Supplier shall not be liable to repay any Fees to the Customer, should the Customer terminate the agreement under clause 17.4.

17.6 If a party is required by any law, regulation, or government or regulatory body to retain any documents or materials which it would otherwise be obliged to return or destroy under this agreement, it shall notify the other party in writing of such retention, giving details of the documents or materials that it must retain. Clause 17 shall continue to apply to any such retained documents and materials for as long as any such requirement continues in force, subject to any disclosure mandated by any Regulatory Requirement.

18. TITLE AND RISK

18.1 The Customer's systems shall remain their property and/or your lessors and, save as expressly provided for in this Agreement, the Supplier has no, nor shall acquire any, right, title or interest therein and your system is and shall remain at your sole risk.

18.2 Unless the parties agree to the contrary the title to any Customer Hardware or other equipment which is purchased by the Supplier for the Customer shall pass to the Customer upon payment in full of the purchase price to the Supplier. Such Customer Hardware or other equipment shall be at the Customer's sole risk from the time of delivery at the Customer Site.

18.3 Title to all equipment and other tangible property supplied by the Supplier for the performance of the Services shall remain with the Supplier, and the risk in all equipment and other tangible property either supplied by or used by the Supplier either within the Customer Site or off site for the performance of the Services shall remain with the Supplier.

18.4 If the Customer is responsible for any delays, damages, or other issues resulting in additional delivery or restocking fees for Goods which are purchased by the Supplier for the Customer, these fees will be passed on to the Customer. The Customer will be notified of any such fees and provided with an itemised breakdown of the costs.

18.5 Any additional import or customs fees that apply to any Goods purchased by the Supplier for the Customer will be passed on to the Customer. The Customer will be notified of any such fees and provided with an itemised breakdown of the costs.

19. NOTICES

19.1 Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at its registered office (if a company) or (in any other case) its principal place of business.

19.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. FORCE MAJEURE

20.1 Neither party shall have any liability to the other party under this agreement if it is prevented from, or delayed in, performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control (a Force Majeure Event).

20.2 Force Majeure Events may include:

- (a) strikes, lock-outs or other industrial action (other than strikes, lock-outs or other industrial action specific to the staff of the affected party or its group companies or sub-contractors); and
- (b) fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster,

but a Force Majeure Event shall exclude any event to the extent that:

- (c) the Supplier could reasonably have avoided such circumstances by fulfilling its obligations or otherwise exercising the level of diligence that could reasonably have been expected of it (having exercised Good Industry Practice); or

20.3 If either Party is affected by a Force Majeure Event, it shall only be entitled to relief if it complies with the following:

- (a) it shall, within two Business Days of becoming aware of the Force Majeure Event, provide a written notice to the other party giving details of the Force Majeure Event, its likely duration and the manner and extent to which its obligations are likely to be prevented or delayed. The date(s) for performance of the affected obligation(s) shall be postponed for so long as is made necessary by the Force Majeure Event; and
- (b) the party claiming relief uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned.

20.4 If a Force Majeure Event affects the Supplier and results in the Customer not receiving the Managed Services in accordance with this agreement for 30 consecutive days, the Customer may terminate this agreement immediately by giving written notice to the Supplier of the same without charge or penalty.

21. AUDIT AND ACCESS

21.1 The Supplier shall, on reasonable written notice in advance, allow the Customer and any auditors of, or other advisers to, the Customer to access any of the Supplier's personnel, relevant records and systems used by the Supplier in the provision of the Services (including the Supplier's System) as may be reasonably

required to: (i) verify that the Managed Services are being provided in accordance with this agreement; (ii) verify the adequacy of the Supplier's financial standing; and (iii) obtain copies of the Customer Data.

- 21.2 The Customer shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Managed Services by the Supplier.
- 21.3 Subject to the Customer's obligations of confidentiality, the Supplier shall provide the Customer (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 21.4 The Customer shall bear their own costs and expenses incurred in respect this clause 21.

22. ANTI-BRIBERY

- 22.1 The Supplier shall:
 - (a) comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010;
 - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
 - (c) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement.

23. AI USAGE AND LIABILITY

- 23.1 The Customer acknowledges that the Managed Services may incorporate third-party Artificial Intelligence ("AI") tools or automated workflows to enhance service delivery. While the Supplier uses Good Industry Practice to select such tools, the Supplier shall not be liable for any inaccuracies, "hallucinations," or errors in outputs generated by third-party AI models.
- 23.2 The Supplier warrants that it will not use Customer Data (including Customer Personal Data) to train any third-party AI models without the Customer's prior express written consent.
- 23.3 All Intellectual Property Rights in AI-generated outputs created specifically for the Customer as part of a Service shall vest in the Customer, provided the Customer has fulfilled all payment obligations.

24. CUSTOMER INSURANCE WARRANTY

- 24.1 The Customer warrants that it shall, at its own expense, maintain in full force and effect for the duration of this Agreement a Cyber Liability insurance policy with a reputable insurer.

24.2 Such policy shall cover, at a minimum, data breaches, network security failures, and business interruption.

24.3 Upon request, the Customer shall provide the Supplier with a certificate of insurance as evidence of such coverage. Failure to maintain this insurance shall be considered a material breach of this Agreement.

25. REMOTE AND HOME WORKING SECURITY

25.1 The Customer's security obligations under this Agreement extend to all "Hybrid" or "Remote" working environments where the Supplier's System is accessed.

25.2 The Customer is responsible for:

- (a) Ensuring home Wi-Fi networks used for accessing the Managed Services are secured with WPA2/WPA3 encryption.
- (b) Maintaining the physical security of any portable Hardware (laptops, tablets) when removed from the Customer Site.
- (c) Enforcing the use of Multi-Factor Authentication (MFA) for all remote access to the Supplier's System.

26. LICENSING RECONCILIATION

26.1 The Supplier shall conduct an annual "True-Up" review of the Customer's software usage (e.g., per pupil licensing, user seats, devices, or cloud instances).

26.2 If actual usage exceeds the quantities stated in the Proposal, the Supplier shall be entitled to:

- (a) Back-bill the Customer for the additional usage from the date it was first deployed.
- (b) Automatically adjust the go-forward Fees to reflect the increased quantity without requiring a formal Change Control.

27. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

28. SEVERANCE

28.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

28.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

29. ENTIRE AGREEMENT AND AMENDMENT

29.1 This agreement and the documents referred to in it constitute the entire agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

29.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.

29.3 Nothing in this clause shall limit or exclude any liability for fraud.

29.4 No alteration to or variation of this agreement shall take effect unless and until the same is in writing and signed on behalf of each of the parties by a duly authorised representative.

30. ASSIGNMENT

30.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge or otherwise dispose of any other manner with all or any of its rights or obligations under this agreement.

30.2 The Supplier may assign, novate, transfer, charge or otherwise dispose of any other manner with all or any of its rights or obligations under this agreement. Upon such an assignment, novation, transfer, charge or disposition, the Supplier shall be released from such rights or obligations.

31. NO PARTNERSHIP OR AGENCY

31.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

31.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

32. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

33. GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the Effective Date stated in the relevant Proposal.

SCHEDULE 1 - SERVICE LEVEL ARRANGEMENTS

1. THE OBJECTIVE OF THE SERVICE LEVEL ARRANGEMENTS

- 1.1 To identify and document the service request guidelines and responsibilities of the Supplier and the Customer, with the target of ensuring commitment, in order to achieve maximum quality and efficiency.
- 1.2 To establish a quantifiable and measurable set of requirements for acceptable service and provide a formal system by which services can be measured, tracked, reported and managed with clear accountabilities.

2. RESPONSE TIME COMMITMENTS

- 2.1 On-site response times do not account for 3rd party support calls or where a manufacturer is required for diagnostics. Times listed are based on maximum response times, we would endeavour to resolve all issues as soon as practically possible. SLA's only apply to hardware replaced as detailed in the rolling replacement strategy, equipment beyond its product lifecycle will be fixed on a reasonable endeavours basis.

Issue priority	Target Response time	Definition
P1 - Critical	First response – 30 minutes Onsite response – 4 hours	An emergency situation which causes a complete loss of service, or a critical application fails catastrophically or is otherwise rendered completely inoperable and affects multiple end users simultaneously experiencing the same failure. (Examples: Whole School Issue - Complete loss of emails; complete loss of internet; at least 50% of users cannot log onto the network)
P2 - High	First response – 1 hour Onsite response – 1 working day	An urgent situation which causes a partial loss of a critical service and affects a whole department simultaneously. (Examples: Partial Wireless Connectivity Issue; Edge Switch failure; between 5-25% of users are affected)
P3 - Medium	First response – 4 hours Onsite response – 2 working days	A situation whereby a single user workstation has failed catastrophically or is otherwise rendered completely inoperable, or, A situation whereby multiple end users (two or more) do not have access to a number of the services they normally use, but the business is still able to operate. (Example: One or Two Class Issue - One user's keyboard stopped working or computer won't boot; two or more user's unable to print.) (Example: One user unable to access a file server; unable to print; unable to access emails etc.)
P4 - Low	First response – 1 working day Onsite response – 4 working days	An issue that is affecting an individual user and is not preventing the user from working but may be causing minor irritation or delay. (Example: Undesirable screen resolution; missing email signature etc.)

- 2.2 Response times are measured from the time that you record the issue via the helpdesk portal or central helpdesk telephone number and a unique call reference number is provided, to the time the engineer commences working on the Incident / Issue.

- 2.3 The severity of the problem will be assessed and determined by the Supplier in accordance with above definitions

SCHEDULE 2 - ACCEPTABLE USE POLICY

Partnership Education Ltd (PEL) seeks to provide outstanding ICT services to all of our schools, charities and organisations at the best price possible (our Customers). Our team is dedicated to ensure technology enhances our Customer's organisation. From time to time, we are required to identify over usage of our technical resources to ensure we can meet the expectations of all of our Customers.

Our Managed Service Specification allows for break-fix issues to be solved in line with our SLAs, contained within our Terms and Conditions. This support allows our Customers to log issues within our helpdesk system as and when required, to meet the demands of the specified IT issues. We do, however, in extreme cases, need to review the amount of resource demanded from one Customer. We have therefore defined specific thresholds which trigger a review of the contract usage to ensure other Customers are not impacted by one particular contract. Typically, this will be discussed on a case-by-case basis with the Customer involved, taking into account any major emergency which would critically impact the core infrastructure.

1. THRESHOLDS

1.1 PEL has calculated the thresholds to reflect our internal cost of delivery, which is detailed below:

Threshold (Hours) =	Total Managed Service Support Contract Value
	60

Example:

100 (Hours) =	£6,000
	60

1.2 Once this threshold has been exceeded, a review will be conducted which will determine the next steps of the process. Please note this does not include our day technician service, flexi-support service or consultancy based work.

1.3 Should this threshold be exceeded, PEL reserve the right to amend the terms, conditions and service level agreements detailed in the original Proposal.

SCHEDULE 3 – CHANGE CONTROL PROCEDURE

1. CHANGE CONTROL NOTICE

- 1.1 If either party requests a change to the scope or execution of the Services, the requesting party shall submit details of the request change to the other in writing.
- 1.2 Following the raising of the change request, the Supplier shall, within 3 days and at no additional charge to the Customer, provide a written estimate to the Customer of the impact of the requested change, including:
 - (a) the likely time required to implement the change;
 - (b) any variations to the Fees arising from the change; and
 - (c) any other impact of the change on the terms of this agreement.
- 1.3 The Supplier shall act reasonably in considering any change proposed by the Customer and shall not charge the Customer for time incurred in considering or dealing with change requests. Any changes to pricing or new pricing required as a result of a change control shall be agreed in good faith and be market competitive.
- 1.4 If the Supplier requests a change to the scope of the Services, the Customer shall act reasonably in considering any change proposed by the Supplier.
- 1.5 If the parties agree to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its Fees and any other relevant terms of this agreement to take account of the change.

SCHEDULE 4 - MANAGED SERVICE SPECIFICATION

1. ICT SUPPORT SERVICE

1.1 The annual ICT Support Service includes the following:

- (a) Centralised Service Desk
- (b) 1st / 2nd / 3rd line escalations
- (c) Triage of Third Party services and systems
- (d) Account Management - strategic advice and guidance
- (e) Service desk analysis
- (f) Network management
- (g) 3-5 Year IT Strategy
- (h) Unlimited break-fix On-site Support* (Subject to Schedule 2)
- (i) Unlimited Remote Support* (Subject to Schedule 2)
- (j) The above is applicable during Business Days

2. REMOTE SUPPORT SERVICE

2.1 The Remote Support Service includes:

- (a) Centralised Service Desk
- (b) Remote 1st / 2nd / 3rd line escalations
- (c) Remote triage of Third Party services and systems
- (d) Unlimited Remote Support* (Subject to Schedule 2)

2.2 PEL will provide remote assistance, sharing control of users' computers with a technical expert over the network or internet connection to help resolve tickets. Should the Customer object to PEL providing remote support or not allow the software to be installed or utilised, it may incur additional costs and/or delays to resolution times.

2.3 Should the issue require an on-site visit, it would be chargeable either through purchase of additional days or at an hourly rate.

3. PEL SUPPORT DAY - DAY TECHNICIAN / ENGINEER / SENIOR ENGINEER / TECHNICAL SERVICE MANAGER SERVICE

The PEL Support Day Service ensures that you have regular visits delivered from a range of competency levels to undertake proactive maintenance tasks.

3.1 This service includes (based on competency level detailed in the Proposal):

(a) Technician Day

- (i) Pro-active maintenance of staff and curriculum devices
- (ii) Pro-active maintenance of audio visual equipment
- (iii) Deployment of software
- (iv) Updates and patching
- (v) Checks of backups
- (vi) User account management

(b) Engineer Day

- (i) Server and network performance checks
- (ii) Server administration
- (iii) 2nd line fault diagnostics

(c) Senior Engineer Day

- (i) Network management
- (ii) 3rd line fault diagnostics
- (iii) Operational advice and guidance for staff

(d) Technical Service Manager Day

- (i) Policy and process reviews
- (ii) Strategic advice and guidance
- (iii) Complex infrastructure configuration
- (iv) Disaster Recovery and Business Continuity Planning

3.2 A day is defined as a 6-hour day (3 hours for a specified half-day).

3.3 Days are purchased in advance and cannot be transferred beyond the contract Term.

3.4 Days are non-interchangeable between competency levels. Should there be a requirement to increase the level of personnel provided, the change will be chargeable.

3.5 Days will be scheduled on a regular pattern in agreement between the Supplier and the Customer prior to the Effective Date

(a) Changes to pre-agreed working patterns cannot be changed after the Effective Date.

4. WEBSITE SUPPORT SERVICE

4.1 Depending on the requirements specified in the Proposal, the Website Support Service covers the following:

- (a) Domain Hosting
- (b) Website Hosting
- (c) Adding new website editors
- (d) Website issues
- (e) Break-fix tickets

4.2 This service does not include:

- (a) Aesthetic changes to the website
- (b) Major Structural changes to the website
- (c) Additional functionality, extensions or applications
- (d) Integration into 3rd party software platforms
- (e) Logo design
- (f) Content Creation

5. EXCLUSIONS TO ABOVE SERVICES

5.1 The following services are not included as standard in the above-mentioned services and will incur an additional charge:

- (a) Hardware Installation
- (b) Personal devices (non-school owned)
- (c) Devices beyond the end of their end of usable life
- (d) Management of MIS Systems
- (e) Broadband installations
- (f) Print installations
- (g) Subject Access Requests / Freedom of Information Requests – Management of process and Redaction of information
- (h) Parent Communication Platforms
- (i) CCTV - Managing and reviewing footage
- (j) Broadband changeover / installation
- (k) School announcement / bell systems

- (l) Parental device payment schemes
- (m) Cashless Catering Systems
- (n) Implementation and deployment of new software platforms
- (o) Diagnosis or resolution of issues relating to services and systems provided by Third Party Suppliers appointed outside the Suppliers recommendation (for example, Telephony, Printers, CCTV, Broadband, Door Access Systems)
- (p) Scrap collection
- (q) Training and CPD
- (r) Teaching or leading classroom activities
- (s) Creating content or learning materials
- (t) Out-of-hours support
- (u) Moving furniture
- (v) Operating a camera, taking photos or similar
- (w) Maintenance of lighting equipment
- (x) Maintenance of hall / theatre audio visual equipment