

SOFTWARE SERVICES AGREEMENT FOR STUDENT RECORDS SYSTEM



University / Customer	Royal Holloway and Bedford New College, (also known as Royal Holloway University of London)
Supplier	Technology One UK Limited (Company Number 05234413) of Fourth Floor Abbots House, Abbey Street, Reading, Berkshire RG1 3BD
Date	12th September 2025

This Contract is entered into between the University and the Supplier (each a “Party” and together the “Parties”) on the date set out above and shall be governed by the Terms and Conditions and Schedules attached

Signed by the authorised representative of ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE

Name:	Ying Kay	Signature:	Signed by: Ying Kay 04452C81DB56417...
Position:	Executive Director of Finance		12 September 2025 09:26:30 BST

Signed by the authorised representative of TECHNOLOGY ONE UK LIMITED

Name:	Cale Bennett	Signature	Signed by: Cale Bennett B81A443362AC45E...
Position:	CFO		12 September 2025 08:26:54 BST

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Terms and Conditions

1 Definitions and interpretation

1.1 In this Contract the following words shall have the following meanings unless the context requires otherwise:

"Acceptance" means acceptance of the Services in accordance with Clause 5.2 (and **"Accepted"** shall be construed accordingly) and the term **"Accepted"** shall be construed accordingly;

"Acceptance Criteria" means any acceptance criteria specified in the Implementation Plan or otherwise agreed between the Parties in writing and used to determine whether the Services meet the terms of Schedule 1;

"Acceptance Tests" means the tests carried out in accordance with Clause 5.1;

"Additional Implementation Services" means any Additional Services delivered on a time and materials basis pursuant to clause 9 (which are not part of the OneEducation SaaS+ Software solution);

"Additional Services" means the additional Services specified in Part D of Schedule 1, that the University may procure in accordance with Clause 9;

"Additional Functionality" means the optional Supplier products described in Schedule 4 that are available within the "OneEducation" product suite as at the Contract Start Date, which constitute Optional Modules that can be ordered by the University pursuant to clause 9.

"Business Continuity Event" means any event or issue that could impact on the operations of the Supplier and its ability to provide the Services including any Force Majeure Event;

"Business Continuity Plan" means the Supplier's business continuity plan which includes its plans for continuity of the Services during a Business Continuity Event;

"Business Day" means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;

"CCN" means a change control note agreed in accordance with the Contract Change Procedure and signed by the Parties;

"Charges" means the charges exclusive of VAT that are payable to the Supplier by the University under the Contract for the full and proper performance by the Supplier of its obligations under the Contract, as set out in Schedule 4;

"Codes of Practice" means codes of practice issued under the FOIA and/or EIRs;

"Confidential Information" means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of this Contract, including any procurement process, which is designated as confidential by either Party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored) and, for the purposes of this Contract, the University Data shall be the University's Confidential Information;

“Contract Change Procedure” means the procedure for changing this Contract, as set out in Schedule 8;

“Contract Manager” means for the University and for the Supplier the individuals specified in Schedule 7 or such other person notified by a Party to the other Party from time to time in accordance with Clause 9.1;

“Contract Start Date” means 26 September 2025;

“Contract Year” means a period of 12 months from the Contract Start Date or an anniversary thereof, as applicable;

“Controller” shall have the same meaning as set out in the Data Protection Legislation;

“Customer Support Guide” means the Supplier’s customer support guide [REDACTED] as updated by the Supplier from time to time.

“Data Protection Legislation” means the DPA, UK GDPR and any other applicable laws relating to the protection of personal data and the privacy of individuals, including where applicable guidance and codes of practice issued by the Information Commissioner;

“Data Subject” means a data subject (as defined in the Data Protection Legislation) whose Personal Data is Processed pursuant to this Contract as part of the University Personal Data;

“Defaults” means any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement: (a) in the case of the University, of its employees, servants, agents; or (b) in the case of the Supplier, of its Staff, in connection with or in relation to the subject-matter of this Contract and in respect of which such Party is liable to the other;

“Dispute Resolution Procedure” means the procedure as described in Schedule 13 to this Contract.

“DPA” means the UK Data Protection Act 2018;

“Documentation” means any training material (final version) in any form provided by the Supplier to the University in connection with the SaaS.

“EIRs” means the Environmental Information Regulations 2004;

“Equality Legislation” means any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales from time to time;

“Exclusion Ground” has the meaning specified in the Procurement Act 2023 and any associated regulations;

“Exit Plan” means the exit plan set out in Schedule 10, as updated from time to time during the course of this Contract by agreement in writing between the Parties;

“Extension Period” means an extension period as set out in Clause 17.2;

“Final Production Milestone” means the final milestone delivered as part of the Implementation Services;

“FOIA” means the Freedom of Information Act 2000;

“Force Majeure Event” means any act, omission or event beyond the reasonable control of the Party in question including:

- (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party’s ability to perform its obligations under this Contract;
- (b) acts of terrorism;
- (c) flood, storm or other natural disasters;
- (d) compliance with any local law or governmental order, rule, regulation or direction that could not have been reasonably foreseen;
- (e) a failure in the Supply Chain and/or University’s supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in accordance with this definition had it been suffered by one of the Parties,

but excluding any industrial dispute relating to that Party and its personnel, and any event attributable to the wilful act, neglect or failure by the relevant Party to take reasonable precautions against such event;

“Full Service Go Live” means the commencement of the Subscription Services in full on the achievement and Acceptance of the Final Production Milestone;

“Future Implementation Plan” means any implementation plan agreed for any Optional Modules and/or Additional Services as referred to or set out in the relevant CCN;

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to this Contract;

“Guarantor” means Technology One Limited (ABN 84 010 487 180) whose registered address is Level 11, 540 Wickham Street, Fortitude Valley QLD 4006;

“Implementation Plan” means the implementation plan set out in Schedule 5, as updated from time to time on agreement between the Parties;

“Implementation Services” means the implementation services provided during the Onboarding Phase, as described in Schedule 1;

“Individual Go Live Date” has the meaning set out in Clause 6.1;

“Initial Term” means the initial term of this Contract, being a seven (7) year period commencing on the Contract Start Date;

“Intellectual Property Rights” means any and all intellectual property rights of any nature anywhere in the world whether registered, registrable 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 which 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;

“IPR Claim” any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) brought against the University that the normal use of the Services (including the Supplier Software and any Third Party Software) infringes the Intellectual Property Rights of a third party;

“Law” means any applicable law, statute, bye-law, regulation, order, regulatory policy, rule of court, delegated or subordinate legislation;

“Optional Modules” means the optional modules specified in Part D of Schedule 1, that the University may procure in accordance with Clause 9;

“Onboarding Phase” means the period from the Contract Start Date until the Final Production Milestone is achieved and Accepted;

“Personal Data” means personal data as defined in the Data Protection Legislation;

“Policies” means the policies, rules and procedures of the University as notified to the Supplier from time to time;

“Publishable Performance Information” means any of the information that the University is permitted or required to publish by the Procurement Legislation relating to the performance of the Supplier;

“Process” has the meaning given to it under the Data Protection Legislation (and the terms **“Processing”** and **“Processed”** shall be construed accordingly);

“Procurement Legislation” means the Procurement Act 2023, any regulations published under it, and any applicable procurement policy notes;

“Processor” shall have the same meaning as set out in the Data Protection Legislation;

“Prohibited Conduct” means using or permitting the Service Users to use, the SaaS: (i) for any fraud or illegal activity; (ii) to attempt to, circumvent any security measures or otherwise gain unauthorised access to or interfere with any third party's online resources or systems; (iii) to distribute, view or create any material that is or may be pornographic, defamatory, unlawful or obscene; (iv) to distribute unsolicited emails to third parties including bulk unsolicited emails; or (v) in a way that infringes the Supplier's or any third party's Intellectual Property Rights;

“SaaS Platform Services Guide” means the Supplier's SaaS platform services guide available at <https://technologyonecorp.com/SaaS-Platform-Guide>, as updated from time to time;

“Service Credits” means the credits payable by the Supplier due to breach of a Service Level, calculated in accordance with Schedule 6;

“Service Levels” means the service levels as set out in Schedule 6;

“Services” means the Implementation Services, the Subscription Services and any other services provided by the Supplier to the University under this Contract, including any Additional Services;

“Service User” means a student, staff member, secondee, visiting academic or contractor of the University that is authorised by the University to access and use the Subscription Services;

“Software” means any computer program (in object code or source code form), program interfaces and any tools or object libraries embedded in that software and which is used in relation to the Services, including any deliverables provided to the University as part of the Services;

“Specification” means the University Requirements the Supplier Tender Response;

“Staff” means all persons employed or engaged by the Supplier to perform its obligations under this Contract, including any Sub-contractors;

“Sub-contract” means any contract or agreement between the Supplier (or a Sub-contractor) and any third party under which that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services;

“Sub-contractor” means: (a) any third party with whom the Supplier enters into a Sub-contract; and (b) any third party with whom a third party under (a) above enters into a Sub-contract, in each case including any employee, officer, partner or agent of such third party;

“Subscription Services” or **“SaaS”** means the software as a service solution provided by the Supplier under this Contract, as described in Schedule 1, including the SaaS Platform described in Schedule 3 and the accompanying support and maintenance services, but excluding the Implementation Services;

“Supplier IPR” means Intellectual Property Rights owned by the Supplier, including those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's know-how or generic business methodologies, which is or will be used before or during the Term for designing, testing implementing or providing the Services, but excluding the Supplier Software;

“Supplier Licence Terms” means the licence terms that apply to the Supplier Software, as set out in Annex 1 to Schedule 3;

“Supplier Software” means Software which is proprietary to the Supplier and which is or will be used by the Supplier for the purposes of providing the Services;

“Supplier Tender Response” means the Supplier's tender submission document as set out in Part B of Schedule 1;

“Supply Chain” means the Supplier and its Sub-contractors;

“Support and Maintenance Services” means the support and maintenance services for the Modules on the SaaS Platform (described in Schedule 3), as specified in the Customer Support Guide.

“Term” means the term of this Contract, being the Initial Term and any Extension Periods;

“Third Party Licence Terms” means the licence terms that apply to the Third Party Software, as set out in Annex 2 to Schedule 3;

“Third Party Software” means Software which is proprietary to any third party which will be or is proposed to be used by the Supplier for the purposes of providing the Services, being the software specified as such in Schedule 3;

“Transparency Information” means (i) any information or notices required to be published or disclosed under the Procurement Legislation, FOIA, Codes of Practice and/or EIRs (including, if applicable, a copy of this Contract and/or details of changes to this Contract); (ii) the Publishable Performance Information, and (iii) any other information which is published in accordance with guidance issued by His Majesty’s government from time to time;

“University Cause” means any material breach by the University of any of its obligations under this Contract, except to the extent that such breach is:

- (a) the result of any act or omission by the University to which the Supplier has given its prior consent; or
- (b) caused by the Supplier or its Staff;

“University Data” means all data (including the University Personal Data), and other documents, materials and records (whether stored electronically or otherwise) provided by or on behalf of the University to the Supplier under or in connection with this Contract (whether on loan or otherwise), including relating to students, University staff or other Service Users;

“UK GDPR” means the UK GDPR as defined in the DPA;

“University Obligations” means the University’s obligations set out in Schedule 2;

“University Personal Data” means the Personal Data Processed by the Supplier on behalf of the University under this Contract;

“University Requirements” means the document detailing the University’s requirements set out in Part A of Schedule 1;

“VAT” means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax;

“Warranty Period” means the remainder of the Term following go live of the relevant element of the Subscription Services (being the Individual Go Live Date or Full Service Go Live, as applicable);

"Workaround" means a temporary alternative route to providing one or more Services that is acceptable to the University (acting reasonably).

- 1.2 In this Contract, save where the context requires otherwise:
 - 1.2.1 references to a statute, statutory provision or subordinate legislation are to them as is in force from time to time, taking into account any amendment, extension or re-enactment. Reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision;
 - 1.2.2 any reference to a **"person"** or **"third party"** includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
 - 1.2.3 any words following the terms **"including"**, **"include"**, **"in particular"**, **"for example"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
 - 1.2.4 use of the singular includes use of the plural and vice versa.
- 1.3 Unless expressly stated otherwise, the rights and remedies set out in this Contract shall be without prejudice to any other rights and remedies to which a Party is entitled under this Contract or at law.
- 1.4 Any obligation, in this Contract, on a Party (i) to do something includes an obligation on that Party to procure that thing is done and (ii) not to do something includes an obligation on that Party not to allow that thing to be done.
- 1.5 Where there is an obligation on the University to procure any course of action from any third party, this shall mean that the University shall use its reasonable endeavours to procure such course of action from that third party.

2 Provision of the Services

- 2.1 The University appoints the Supplier and the Supplier agrees to provide the Services and otherwise carry out its obligations under this Contract:
 - 2.1.1 in accordance with all applicable Law, Good Industry Practice and the Policies;
 - 2.1.2 with reasonable skill and care and in a professional and courteous manner; and
 - 2.1.3 using sufficient Staff that are appropriately skilled and experienced in the duties required of them, and in accordance with Schedule 7.
- 2.2 The Supplier shall provide the Services (including the provision of any deliverables) in accordance with the terms of this Contract, including the Specification.
- 2.3 The Supplier shall:

- 2.3.1 retain overall control of the Staff so that they are not considered to be employees, workers, agents or contractors of the University;
- 2.3.2 ensure that all relevant consents, authorisations, licences and accreditations required to provide the Services are in place at the Contract Start Date and maintained throughout the Term; and
- 2.3.3 cooperate with such third parties providing services to the University as the University may reasonably require in connection with the provision of the Services, for example by providing such information, advice and assistance as is reasonably necessary to enable those service providers to create and maintain technical or organisational interfaces with the Services.

3 Due Diligence

3.1 The Supplier acknowledges and confirms that:

- 3.1.1 it has had an opportunity to carry out a thorough due diligence exercise in relation to the University Requirements and has asked the University all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Contract;
- 3.1.2 it has received all information requested by it from the University under Clause 3.1.1 above to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;
- 3.1.3 it has made and shall make reasonable enquiries about the accuracy and adequacy of any information supplied to it by or on behalf of the University under Clause 3.1.2 above; and
- 3.1.4 it has raised all relevant due diligence questions with the University before the Contract Start Date.

4 Implementation Services

- 4.1 During the Onboarding Phase, the Supplier shall perform the Implementation Services in accordance with Schedule 1 and the Implementation Plan.
- 4.2 If the Implementation Plan is an outline plan, the Supplier shall develop the outline plan into a full plan and agree this with the University. Once this is agreed, the Supplier shall comply with the full Implementation Plan.
- 4.3 If the Supplier becomes aware that it will not (or is unlikely to) successfully meet any milestone and/or delivery date specified in the Implementation Plan, the Supplier shall promptly notify the University of the delay and shall specify: (i) the reasons for the delay; (ii) the consequences of the delay for the rest of the Implementation Plan; and (iii) how the Supplier proposes to mitigate the delay. The Supplier shall also inform the University if it believes that the delay is due wholly or partly to a University Cause.

5 Acceptance

- 5.1 During the Onboarding Phase, the Parties shall carry out tests in accordance with the Implementation Plan to ensure that the Subscription Services meet the Specification and any relevant Acceptance Criteria.

- 5.2 If the Acceptance Tests are successfully passed, the Subscription Services shall be deemed to be Accepted.
- 5.3 If the Acceptance Tests are not successfully passed, the Supplier shall within five Business Days of any failure carry out all the necessary remedial work and resubmit the Subscription Services for Acceptance Testing. Following this, the procedure set out in this Clause 5 will be repeated up to two additional times. The Supplier shall not be entitled to invoice the University in respect of any Charges dependent on Acceptance where Acceptance Tests have not been passed.
- 5.4 If the Subscription Services or any part of them fail the Acceptance Tests for a third time:
 - 5.4.1 the Parties shall follow the escalation procedure in accordance with Schedule 8 and shall use all reasonable endeavours to agree an appropriate solution, for example, accepting the Services subject to an amendment to Schedule 1 (and any relevant Acceptance Criteria) and/or a reasonable reduction in the Charges; and
 - 5.4.2 provided that the failure of the Acceptance Tests for a third time is solely attributed to the fault of the Supplier, the University shall be entitled to claim from the Supplier its reasonable additional costs incurred as a result of the delay to the implementation of the relevant Subscription Services (except to the extent that the University's breach of any relevant obligations has contributed to such delay).
- 5.5 If a material part of the Subscription Services is affected by the failure to pass the Acceptance Tests pursuant to Clause 5.4 and the University (acting reasonably) is not satisfied with the proposed solutions discussed as part of the escalation procedure, it can give written notice to the Supplier to submit a dispute under the Dispute Resolution Procedure set out at Schedule 13.

6 Subscription Services

- 6.1 The Supplier shall provide the Subscription Services in accordance with terms of this Contract (including Schedule 1) from the go live date for the relevant element of the Subscription Services, being the date on which the relevant milestone set out in the Implementation Plan is Accepted ("**Individual Go Live Date**").
- 6.2 The Service Levels shall (i) apply to the relevant Subscription Services from the Individual Go Live Date for those Subscription Services and (ii) apply to all Subscription Services from Full Service Go Live.
- 6.3 The Supplier warrants that:
 - 6.3.1 the Subscription Services will, during the Warranty Period, comply in all material respects with the relevant terms of Schedule 1; and
 - 6.3.2 in providing the Subscription Services, it will use the latest versions of anti-virus software and (in accordance with Good Industry Practice) check for, contain the spread of, and minimise the impact of any corrupt data, viruses, worms and any other computer programs or code found within its systems (including the relevant hardware and software) that might cause harm or disruption to the University's systems.

7 Business continuity

- 7.1 The Supplier shall maintain in place an appropriate Business Continuity Plan, namely the Critical Incident Response Plan (version 006) and the SaaS Platform Security Management Plan (version 1.03) (as updated from time to time) to enable it to continue to provide the Services, either without interruption to the Services or with the minimum disruption possible, if a Business Continuity Event occurs.
- 7.2 The Supplier's Business Continuity Plan shall:
 - 7.2.1 detail the processes and arrangements that the Supplier shall follow to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services;
 - 7.2.2 address the various possible levels of failures of or disruptions to the Services and set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services;
 - 7.2.3 include the specification of the business continuity and disaster recovery system and details of the procedures and processes to be put in place in relation to that system and the disaster recovery services.
- 7.3 The Supplier shall carry out, at least annually, full failure scenario testing (with failover to a different region) and shall notify the University as soon as reasonably practical (and, in any event, within one week of the conclusion of the relevant testing) if any issues are identified that may adversely affect the provision of the Services.
- 7.4 The Supplier shall use reasonable endeavours to ensure its Business Continuity Plan operates effectively alongside the University's business continuity plan or that of any other service provider to the University where relevant to the provision of the Services. The Supplier shall promptly provide the University with written details of any change to its Business Continuity Plan which materially alters the efficacy of that plan and/or materially affects that plan's alignment with those of either the University or other University service providers, as stipulated in this Clause 7.4.
- 7.5 Should a Business Continuity Event occur at any time, the Supplier shall implement and comply with its Business Continuity Plan and provide regular written reports to the University on such implementation.

8 University Obligations and University Cause

- 8.1 The University shall comply with the University Obligations.
- 8.2 The University shall, as appropriate, provide copies of or give the Supplier access to such of the Policies that are relevant to the provision of the Services.
- 8.3 If the Supplier would have been able to:
 - 8.3.1 comply with any milestone and/or delivery dates specified in this Contract in connection with the delivery of the Implementation Services or any part of them (including delivery of any deliverables); and/or
 - 8.3.2 provide the Subscription Services in accordance with the Service Levels,

and can demonstrate that such failure would not have occurred but for a University Cause, then the Supplier shall have the rights and reliefs set out in Clause 8.4 below.

8.4 The Supplier shall:

- 8.4.1 in relation to the circumstances set out in Clause 8.3.1 above, (in measuring the performance of the affected Subscription Services) be treated as having met the relevant Service Levels to the extent that the failure to meet the Services Levels is due to the University Cause;
- 8.4.2 in relation to the circumstances set out in Clause 8.3.1 above, be allowed an extension of time in respect of the relevant milestone or delivery date equal to the delay caused by the University Cause; and
- 8.4.3 not be treated as being in breach of its relevant obligations under this Contract to the extent that non-performance or breach is due to a University Cause.

8.5 Whether a University Cause has occurred or not, the Supplier shall deploy such reasonable additional resources and efforts, and take such reasonable steps, as are necessary to eliminate or mitigate the consequences of any such failure to meet the Service Levels and/or the relevant milestone(s) and/or delivery date(s).

9 Optional Modules and Additional Services

- 9.1 The University may require the Supplier to provide one or more of the Optional Modules and/or Additional Services at any time by submitting a change request to the Supplier in accordance with the Contract Change Procedure, provided that such request does not amount to a material change or is not in contravention of any applicable law.
- 9.2 There is no obligation on the Customer to buy any Optional Modules and/or Additional Services.
- 9.3 Following agreement of a CCN:
 - 9.3.1 the Supplier shall implement the relevant Optional Modules and/or Additional Services:
 - (i) in accordance with the Future Implementation Plan (where applicable); or
 - (ii) as set out in the CCN;
 - 9.3.2 any additional charges for the Optional Modules and/or Additional Services shall be incorporated in the Charges as specified in Schedule 4; and
 - 9.3.3 the Supplier shall, from the date agreed in the Future Implementation Plan (or, if later, the date of Acceptance of any milestone associated with the commencement of the relevant Optional Modules and/or Additional Services (if any)), provide the relevant Optional Modules and/or Additional Services to meet or exceed the applicable Service Levels; and

- 9.3.4 the relevant Optional Modules and/or Additional Services shall become part of the Subscription Services for the purpose of all other clauses, obligations and rights contained within this Contract.

10 Contract management and governance

- 10.1 Each Party shall appoint and retain a Contract Manager who will be the primary point of contact for the other Party in relation to matters arising from this Contract. If either Party replaces its Contract Manager, it shall promptly inform the other Party in writing of the name and contact details for the new Contract Manager. Any Contract Manager appointed must be of sufficient seniority and experience to be able to make decisions on the day-to-day operation of the Contract. The Supplier must work closely and cooperate fully with the University's Contract Manager.
- 10.2 The Parties shall comply with the contract management and governance processes set out in Schedule 8.
- 10.3 The Supplier shall procure the completion of a parent company guarantee from the Guarantor in a format reasonably acceptable to the University as soon as practicable and in any event no later than 30 days after the Contract Start Date.

11 Services Improvement

- 11.1 The Supplier shall use reasonable endeavours during the Term to identify new or potential improvements to the Services, including:
- 11.1.1 new or potential improvements to the Services affecting the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services relating to the Services; and
- 11.1.2 changes in business processes and ways of working that would enable the Services to be delivered at lower cost and/or with greater benefits to the University and/or would enable reductions in the total energy consumed in the delivery of Services.
- 11.2 If the University wishes to incorporate any improvement identified by the Supplier, the University shall send the Supplier a change request in accordance with the Contract Change Procedure.

12 Charges and payment

- 12.1 The University shall pay the Charges in accordance with, and the Supplier shall comply with its obligations under, Schedule 4.
- 12.2 The University shall pay each undisputed invoice submitted by the Supplier in accordance with Schedule 4 within thirty (30) days of receiving that invoice. The University will not be liable for late payment or non-payment of any invoice (or part of an invoice) that the University reasonably disputes or that does not provide the invoice detail required, as set out in the Schedule 4.
- 12.3 The University may set off any amount owed by the Supplier to the University against any amount due to the Supplier under this Contract. Any amounts due under this Contract from the Supplier to the University shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If there is a dispute about whether a sum is payable, the University

may withhold the disputed amount, but must promptly (within 30 days of the relevant invoice date of issue) raise the disputed amount with the Supplier in accordance with the Escalation Procedure set out in Schedule 8 to this Contract, and pay all undisputed amounts. In the event that the dispute persists, either Party may refer such dispute for resolution in accordance with Schedule 13.

- 12.4 If either Party fails to pay any sum properly due and payable (other than any sum disputed in good faith) by the due date for payment, the other Party may charge interest on the amount of any such late payment at the rate of the official bank rate set from time to time by the Bank of England, such interest to accrue from the date on which payment was due to the date on which payment is actually made. The Parties agree that this rate of interest is a substantial remedy for any late payment of any sum properly due and payable. The Parties further agree that the escalation procedure set out in Schedule 8 shall be followed before a Party is entitled to apply late payment interest under this Clause 12.4.
- 12.5 Subject to an invoice in dispute under Clause 12.3, the University shall pay the Charges in full and on time without set-off, withholding or deduction.

13 Intellectual property

- 13.1 The University acknowledges that the Supplier and its licensors own the Services (including the Software) and the University agrees that it will not acquire any right, title or interest in or to the Services except as expressly stated in this Contract.
- 13.2 The Supplier hereby grants a licence to the University to access and use and permit the Service Users to access and use all Software made available to the University as part of the Services on the Supplier Licence Terms, except for any Third Party Software listed in Annex 2 to Schedule 3 in respect of which the Supplier hereby grants, or shall procure the grant of, a licence to the University to use and permit the Service Users to use that Third Party Software on the terms set out in Annex 2 to Schedule 3.
- 13.3 The Supplier hereby grants to the University a royalty-free, non-exclusive licence to use and permit the Service Users to use such of the Supplier IPR as are necessary for the University to receive and use the Services in accordance with this Contract for the University's internal business purposes during the Term.
- 13.4 The Supplier acknowledges that the University and its licensors own the University Data and the Supplier agrees that it will not acquire any right, title or interest in or to the University Data save that the Supplier shall be entitled to access and use the University Data to the extent necessary to provide the Services and for no other purpose. For the avoidance of doubt, use of the University Data in any machine learning models (including large language models) shall not constitute a necessary part of the Supplier's provision of the Services and the Supplier shall not use the University Data in this way (or any similar or related way) without the prior written consent of the University, which the University may in its sole discretion withhold.

14 Indemnity

- 14.1 The Supplier warrants that it is entitled to grant all rights and licences granted by it pursuant to this Contract and that the provision to and use by the University of the Services in accordance with this Contract does not and will not infringe the Intellectual Property Rights of any third party.

- 14.2 In the event of an IPR Claim, the Supplier shall indemnify the University against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the University arising from such IPR Claim provided that the University:
 - 14.2.1 as soon as reasonably practicable notifies the Supplier in writing of any IPR Claim of which it becomes aware;
 - 14.2.2 takes all reasonable steps to mitigate all loss and damage related to the IPR Claim;
 - 14.2.3 does not make any admission as to liability or compromise or agree any settlement of an IPR Claim without the prior written consent of the Supplier (not to be unreasonably withheld or delayed);
 - 14.2.4 on request, gives the Supplier immediate and complete control of the conduct or settlement of all negotiations and litigation arising from the IPR Claim; and
 - 14.2.5 upon payment of its reasonable costs, gives the Supplier all reasonable assistance with the conduct or settlement of any such negotiations or litigation.
- 14.3 In relation to all IPR Claims (or where the Supplier anticipates that an IPR Claim might be made), the Supplier may, at its own expense and sole option, either:
 - 14.3.1 procure for the University the right to continue using the relevant item which is subject to the IPR Claim; or
 - 14.3.2 replace or modify the relevant item with non-infringing substitutes provided that the replaced or modified software and/or services operate in all material respects with the original software and/or services, there is no additional cost to the University and the terms and conditions of this Contract shall apply.
- 14.4 The Supplier will not indemnify the University to the extent that an IPR Claim results from:
 - 14.4.1 modifications made to the Supplier Software by the University, or at the University's direction;
 - 14.4.2 the University using the Supplier Software in any other way than as permitted under this Contract; and
 - 14.4.3 a third party product that is not provided by the Supplier.

15 Limitation of liability

- 15.1 Nothing in this Contract shall exclude or restrict the liability of either Party for death or personal injury resulting from its negligence, for fraud or fraudulent misrepresentation or for anything else that a Party cannot (by law) exclude its liability for.
- 15.2 Subject to Clause 15.1 above, neither Party will be liable to the other for any loss of profits, loss of business, loss of revenue, loss of or damage to goodwill, loss of savings (whether anticipated or otherwise) or any indirect, special or consequential loss or damage.
- 15.3 Subject to Clauses 15.1 and 15.2 and 15.4, the maximum aggregate liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited to:

15.3.1 [REDACTED]

15.3.2 [REDACTED]

- 15.4 The limitations on the liability set out in Clauses 15.2 and 15.3 above shall not apply in respect of:

15.4.1 [REDACTED]

15.4.2 [REDACTED]

16 Insurance

- 16.1 As a minimum level of protection, the Supplier shall (at its own cost) put in place and maintain, for the Term and for six years after the expiry of termination of this Contract, insurance arrangements with a reputable commercial insurer in accordance with Good Industry Practice and any minimum cover required by the University as specified in the University Requirements.

17 Term and termination

- 17.1 This Contract will come into force on the Contract Start Date and, unless terminated earlier (in accordance with the terms of this Contract), will continue until the end of the Initial Term or, if the University elects to extend the term of this Contract in accordance with Clauses 17.2 and 17.3 below, at the end of the relevant Extension Period.

- 17.2 The University shall have the right to extend the Term: (i) for a further 3 years from the end of the Initial Term ("**First Extension Period**"); and (ii) for an additional 2 years from the end of First Extension Period ("**Second Extension Period**").
- 17.3 The University may extend the Term in accordance with Clause 17.2 above by giving the Supplier at least 3 months written notice to expire on or before the last day of the Initial Term or the First Extension Period, as applicable.
- 17.4 Each Party will have the right to terminate this Contract immediately by notice in writing to the other Party if the other:
- 17.4.1 materially or persistently breaches any of its obligations under this Contract and either that breach is incapable of remedy or the Party in breach fails to remedy that breach within 30 days after being given notice by the first Party to do so; or
 - 17.4.2 is unable to pay its debts; or becomes insolvent; or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction); or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; or enters into or proposes any composition or arrangement with its creditors generally; or ceases or threatens to cease business; or is subject to any analogous event or proceeding in any applicable jurisdiction.
- 17.5 The University may terminate this Contract immediately by notice in writing to the Supplier if:
- 17.5.1 the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - 17.5.2 the Supplier does or omits to do or permits to be done anything which is damaging or reasonably likely to damage the name, good will and/or reputation of the University, including a breach by the Supplier of any warranty or obligation under Clause 27 or 28;
 - 17.5.3 a termination ground under section 78 of the Procurement Act 2023 applies and the University has complied with the relevant conditions set out in the Procurement Act 2023.

18 Consequences of expiry or earlier termination of this Contract

General

- 18.1 On expiry or termination of this Contract, any provision of this Contract which is expressly or by implication intended to survive expiry or termination of this Contract shall survive and continue in full force and effect.
- 18.2 The expiry or earlier termination of this Contract for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.

University Data

- 18.3 As soon as reasonably practicable following the expiry or earlier termination of this Contract, subject to any relevant provisions of the Exit Plan, the Supplier shall deliver the University Data to the University in such non-proprietary format(s) as the University may reasonably request.
- 18.4 If any delivery to the University under Clause 18.3 above can be achieved by use of any data export tools provided as part of the Services, the University will be entitled to use those export tools at no additional cost. If the University requires additional support regarding exporting data, the Supplier shall provide such data export services at no extra cost to the University.

Exit Management

- 18.5 The Supplier shall cooperate with the University in respect of the transition of the Services prior to and on expiry or earlier termination of the Contract in accordance with the agreed Exit Plan. The Supplier shall not be able to charge for such cooperation unless agreed by the Parties in the Exit Plan or as otherwise agreed in writing by the University.

19 Audit

- 19.1 Upon reasonable prior written notice, the Supplier shall grant to the University (or its authorized representative) access, during normal business, to such applicable records, systems, staff and premises as the University may reasonably require to verify the calculation of the Charges and the Supplier's compliance with this Contract.
- 19.2 The University shall (i) use all reasonable endeavours to ensure that the conduct of any such audit does not unreasonably disrupt the Supplier's normal business operations and (ii) comply with the Supplier's standard IT and security policies whilst carrying out the audit.

20 Confidentiality

- 20.1 Save as specified otherwise in this Contract, each Party ("**Recipient**") undertakes to keep secret and safeguard any Confidential Information it may receive directly or indirectly from the other Party ("**Discloser**") and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:
- 20.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills that were in its possession prior to the Contract Start Date;
- 20.1.2 the provisions of this Clause 20 shall not apply to any Confidential Information to the extent that:
- (i) it is in or enters the public domain other than by breach of this Contract;
 - (ii) it is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - (iii) it is authorised for disclosure by the prior written consent of the Discloser; or

- (iv) the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser.
- 20.2 Nothing in this Clause 20 shall prevent the Recipient from disclosing Confidential Information to the extent that it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law (including the Procurement Act 2023, FOIA, Codes of Practice or EIRs).
- 20.3 Provided the University makes clear the confidential nature of such information and that it must not be further disclosed except in accordance with applicable Law or this Clause 20.3, the University may disclose the Supplier's Confidential Information:
 - (i) to any relevant consultant, contractor or other person engaged by the University;
 - (ii) to any relevant party for the purpose of the examination and certification of the University's accounts; or
 - (iii) on a confidential basis to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Contract.
- 20.4 The Supplier may only disclose the University's Confidential Information, and any other information provided to the Supplier by the University in relation to this Contract, to the Supplier's Staff, Sub-contractors or professional advisors who are directly involved in the performance of or advising on the Supplier's obligations under this Contract. The Supplier shall ensure that such Staff, Sub-contractors and professional advisors are aware of and comply with the confidentiality obligations in this Clause 20 and that they do not use any of the University's Confidential Information other than for the purposes of performing the Supplier's obligations in this Contract.
- 20.5 Except where required by applicable Law or as otherwise set out in this Contract, the Supplier shall not, without the prior written consent of the University (such consent not to be unreasonably withheld or delayed), make any announcements in connection with the University or this Contract.
- 20.6 This Clause 20 shall remain in force after the expiry or termination of this Contract.

21 Freedom of Information and Transparency


- 21.1 The Supplier acknowledges that the University is subject to the Procurement Act 2023, FOIA, Codes of Practice and EIRs and agrees that it will co-operate with the University to enable it to comply with its information disclosure obligations in respect of this Contract.
- 21.2 The Supplier agrees:
 - 21.2.1 that this Contract and any recorded information held by the Supplier on the University's behalf for the purposes of this Contract are subject to the obligations and commitments of the University under the Procurement Act 2023, FOIA, Codes of Practice and EIRs;

- 21.2.2 that where the Supplier receives a request for information under the FOIA, Codes of Practice and EIRs, it will not respond to that request (unless directed to do so by the University) and will promptly (and in any event within two Business Days) transfer that request to the University;
- 21.2.3 to assist the University in responding to a request for information, by providing copies of all information requested by the University within five Business Days of that request and without charge; and
- 21.2.4 that the University, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the EIRs, may disclose information concerning the Supplier and this Contract; and
- 21.3 The Parties acknowledge that, except for any information that is exempt from disclosure in accordance with the provisions of the Procurement Act 2023, FOIA, Codes of Practice and EIRs, the Transparency Information is not Confidential Information.
- 21.4 Notwithstanding any other term of this Contract, the Supplier consents to the University publishing, to the general public, the Transparency Information subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the Procurement Act 2023, FOIA, Codes of Practice and EIRs. In preparing the Transparency Information for publication under this Clause, the University may consult with the Supplier to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the University's absolute discretion.
- 21.5 The Supplier acknowledges and agrees that, as part of the Publishable Performance Information, the University shall be entitled to publish the performance of the Supplier against the Key Performance Indicators set out in Schedule 11.
- 21.6 The Supplier shall assist and cooperate with the University to enable the University to publish the Transparency Information on the basis specified above.
- 21.7 Where any information is held by any Sub-contractor in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in this Clause 21, as if such Sub-contractor were the Supplier.

22 Data protection

- 22.1 The Parties acknowledge that the University is a Controller and the Supplier is a Processor acting on behalf of the University in respect of the University Personal Data.
- 22.2 For the purposes of Clause 22.3 below, details of the subject matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data, and the categories of Data Subjects are set out in Schedule 9.
- 22.3 To the extent that the Supplier Processes the University Personal Data on behalf of the University under this Contract, the Supplier shall comply with the Data Protection Legislation and shall:
 - 22.3.1 process the University Personal Data only as necessary for the purpose of carrying out its obligations under this Contract and in accordance with the written instructions of the University;

- 22.3.2 take appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by such processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the University Personal Data and taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk to the rights and freedoms of the Data Subjects;
- 22.3.3 ensure that all Staff with access to the University Personal Data are subject to appropriate obligations of confidentiality;
- 22.3.4 not engage any third party processor to carry out the Supplier's Processing obligations under this Contract without obtaining the prior written consent of the University and, where such consent is given, procuring (by way of a written contract) that such third party is at all times during the engagement subject to data processing obligations equivalent to those set out in this Clause 22;
- 22.3.5 not, without the prior written consent of the University, cause or allow the University Personal Data to be transferred outside the United Kingdom and, where such consent is given, ensuring that such transfer is carried out in accordance with the requirements of Chapter 5 of the UK GDPR (which shall be evidenced to the University);
- 22.3.6 notify the University, as soon as reasonably practicable, about any request or complaint received from Data Subjects (without responding to that request or complaint unless authorised to do so by the University) and assist the University to fulfill its obligations with respect to the rights of Data Subjects;
- 22.3.7 notify the University within 24 hours after becoming aware of a personal data breach relating to the University Data and, on request by the University and taking into account the nature of the processing and the information available to the Supplier, assist the University in ensuring compliance with its obligations with respect to:
 - (i) implementing appropriate technical and organization measures in accordance with Article 32 of the UK GDPR;
 - (ii) where relevant, notifying breaches in respect of the University Personal Data to the Supervisory Authority and/or communicating such breaches to the Data Subject in accordance with Articles 33 and 34 of the UK GDPR; and
 - (iii) where necessary, carrying out and/or reviewing and, if applicable, consulting with the Supervisory Authority with respect to data protection impact assessments in accordance with Articles 35 and 36 of the UK GDPR;
- 22.3.8 on request by the University, make available all information necessary to demonstrate the Supplier's compliance with this Clause 22 and otherwise allow for, and contribute to, any audits and investigations carried out by the University (or its authorised representative) in relation to the University Personal Data; and

- 22.3.9 on termination or expiry of this Contract, destroy or return (as the University directs) all University Personal Data and destroy all existing copies of the University Personal Data (except to the extent that the Supplier is required by law to retain a copy).
- 22.4 The University acknowledges that clause 22.3.1 will not apply to the extent that the Supplier is required by law to process the University Personal Data other than in accordance with the University's instructions. In such case, the Supplier shall inform the University of the relevant legal requirement prior to commencing that processing (unless that law prohibits the provision of such information on important grounds of public interest).
- 22.5 For the purposes of Clause 22.3.4, the University hereby consents to the Supplier's existing Sub-processors as set out in Part C of Schedule 1.
- 22.6 

23 Information Security

- 23.1 The Supplier shall notify the University promptly of any information security breaches or near misses (including any potential or actual breaches of confidentiality or actual information security breaches).
- 23.2 The Supplier shall maintain information security standards in accordance with Good Industry Practice.
- 23.3 The Supplier shall carry out, no less than annually, penetration testing of all Supplier systems used to provide the Services and shall disclose the results of such tests to the University as soon as reasonably practicable after carrying them out, provided that the University shall treat the results of such tests as confidential and shall not disclose them to any third party unless agreed otherwise in writing with the Supplier.
- 23.4 The Supplier shall comply with any baseline security requirements set out in the Specification and any other security commitments made by the Supplier in the Supplier Tender Response.

24 Benchmarking

- 24.1 The Parties shall comply with the provisions of Schedule 12.

25 Conflicts of interest and the prevention of fraud

- 25.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where, in the reasonable opinion of the University, there is or may be an actual conflict, or a potential conflict, between the financial or personal interests of the Supplier and its obligations under this Contract. The Supplier shall disclose to the University full particulars of any such conflict of interest that may arise.
- 25.2 The University reserves the right to terminate this Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the University, there is or may be an actual conflict, or a potential conflict,

between the financial or personal interests of the Supplier and its obligations under this Contract.

- 25.3 The Supplier shall take all reasonable steps to prevent fraud by Staff and the Supplier (including its owners, members and directors). The Supplier shall notify the University immediately if it has reason to suspect that any fraud has occurred, is occurring, or is likely to occur.

26 Equality and human rights

- 26.1 The Supplier shall perform the Services and its obligations under this Contract in accordance with:
- 26.1.1 all applicable Law concerning equality (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, marital status, civil partnership, religion or belief, pregnancy, maternity or otherwise) and shall not unlawfully discriminate, within the meaning and scope of the Equality Act 2010; and
- 26.1.2 any other requirements and instructions which the University reasonably imposes in connection with any equality obligations imposed on the University at any time under the Equality Legislation.

27 Prohibited Acts

- 27.1 The Supplier warrants and represents that:
- 27.1.1 it has not committed any offence under the Bribery Act 2010 and has not:
- (i) offered, given or agreed to give any officer or employee of the University any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this Contract or any other agreement with the University or for showing or not showing favour or disfavour to any person in relation to this Contract or any other agreement with the University; or
 - (ii) in connection with this Contract paid or agreed to pay any commission other than a payment, details of which have been disclosed in writing to the University; and
- 27.1.2 it has in place adequate procedures to prevent bribery and corruption, as contemplated by the Bribery Act 2010.

28 Modern Slavery Act

- 28.1 The Supplier shall:
- 28.1.1 ensure that slavery and human trafficking (as defined in section 54(12) of the Modern Slavery Act 2015) is not taking place in any part of its business or Supply Chains;
- 28.1.2 implement due diligence procedures to ensure there is no slavery or human trafficking in its business or Supply Chains;

- 28.1.3 respond promptly to all slavery and human trafficking due diligence questions and requests for information issued to it by the University and ensure that its responses are complete and accurate; and
- 28.1.4 notify the University as soon as it becomes aware of any actual or suspected slavery or human trafficking in its Supply Chain.
- 28.2 The Supplier warrants that neither the Supplier nor any member of its Supply Chain has committed nor will during the Term commit any act, or make any omission that, if it took place in England, would be an offence under the Modern Slavery Act 2015.

29 Assignment, novation and subcontracting

- 29.1 The Supplier shall not assign, sub-contract, novate, create a trust in, or in any other way dispose of the whole or any part of this Contract without the prior consent in writing of the University such consent not to be unreasonably withheld or delayed. The University consents to the appointment of the Sub-contractors listed in Part C to Schedule 1.
- 29.2 If the Supplier subcontracts any of its obligations under this Contract, every act or omission of the Sub-contractor shall, for the purposes of this Contract, be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the University as if such act or omission had been committed or omitted by the Supplier itself.
- 29.3 The Supplier shall ensure that it does not at any time during the Term enter into a sub-contract, in respect of the Services or any other aspect of this Contract, with: (i) any supplier that is on the debarment list on the basis of a mandatory Exclusion Ground; or (ii) any supplier that is on the debarment list on the basis of a discretionary Exclusion Ground, unless the Supplier has notified the University of the supplier being on such a list and has obtained the University's prior written consent to the appointment of the relevant proposed sub-contractor.
- 29.4 The Supplier agrees that, in respect of any sub-contracts that it enters into under or in connection with this Contract, it shall comply with the payment terms implied into public sub-contracts in accordance with section 73 of the Procurement Act 2023.
- 29.5 The University shall not transfer, assign, novate, subcontract or otherwise dispose of its rights, obligations and/or any licences granted under this Contract or any part of this Contract to any successor body (including any private sector body) that substantially performs any of the functions that had previously been performed by the University without the prior consent in writing of the Supplier, such consent not to be unreasonably withheld or delayed. The Supplier warrants that it will carry out all such reasonable further acts required to effect such transfer, assignment, novation, subcontracting or disposal.

30 Notices

- 30.1 Any notice to be given under this Contract shall be in writing and shall be delivered by hand, sent by prepaid first class recorded delivery to the address of the other Party specified below (or such other postal address as may have been notified) or by email to the email address of the other Party specified below (or such other email address as may have been notified).
- 30.2 Any such notice or other document shall be deemed to have been served:

- 30.2.1 if delivered by hand within normal business hours when so delivered or, if delivered by hand outside normal business hours, at the next start of normal business hours; or
 - 30.2.2 if sent by first class recorded delivery mail on a normal Business Day, at 9.00 am on the second Business Day subsequent to the day of posting, or, if the notice was not posted on a Business Day, at 9.00 am on the third Business Day subsequent to the day of posting; and
 - 30.2.3 if sent by email, at the time of sending provided that an email delivery failure notification is not received by the sender.
- 30.3 Notices served under this Clause 30 shall be delivered to the following (or such other address as may be notified):
- 30.3.1 for the University: by email only at itadmin@rhul.ac.uk and legal@rhul.ac.uk; and
 - 30.3.2 for the Supplier: Technology One UK Limited, Fourth Floor Abbots House, Abbey Street, Reading, Berkshire, RG1 3BD; FAO Legal Department and by email at T1contracts@technology1.com.

31 Exclusions

- 31.1 During the Term, the Supplier shall: (i) notify the University as soon as reasonably practicable if it considers that an Exclusion Ground applies to the Supplier and/or there are any changes to the Supplier's associated persons within the meaning of the Procurement Act 2023 and (ii) promptly provide any information the University reasonably requests in relation to such notification.

32 General

- 32.1 Neither Party will be liable for any delay in or for failure to perform its obligations under the Contract (save in respect of payment obligations) if that delay or failure is caused by a Force Majeure Event.
- 32.2 This Contract contains the entire understanding between the Parties with respect to its subject matter and supersedes and replaces all prior agreements, negotiations and discussions between the Parties relating to it.
- 32.3 The failure or delay of a Party to exercise or enforce any right under this Contract will not operate as a waiver of that right or prevent a Party from exercising or enforcing that right at any time or times thereafter.
- 32.4 Nothing in this Contract is intended to, or will operate to, create a legal partnership between the Parties, or to authorise any Party to act as agent for the other, and no Party will have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 32.5 No person who is not a Party to this Contract will have any rights under the Contracts (Rights of Third Parties) Act 1999.
- 32.6 Except where this Contract says otherwise, any changes to this Contract will only be effective if they are in writing and signed by both parties.

- 32.7 If any court or competent authority determines that any provision of this Contract is unlawful or unenforceable, the remaining provisions of this Contract will not be affected and will remain in full force and effect.
- 32.8 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.
- 32.9 The Parties irrevocably agree that the courts of England and Wales will have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter.

Part C: Permitted Sub-contractors

[REDACTED]

Part D: Optional Modules and Additional Services

[REDACTED]

Schedule 2

University Obligations

1. The University must:
 - a) comply with the SaaS Platform Services Guide (March 2022);
 - b) comply with the Customer Support Guide (April 2025).
2. The University is responsible for obtaining and maintaining the hardware, software, telecommunications, systems and internet access reasonably necessary to receive and use the SaaS, including ensuring that each of these comply with any minimum requirements specified in the SaaS Platform Service Guide. The University acknowledges and agrees that it may not be able to access the SaaS and the SaaS may not function as intended if it does not comply with Paragraph 2.
3. Subject to Charges in dispute under Clause 12, the Parties will refer the University's non-compliance with its obligations in Paragraphs 1 and 2 to dispute resolution in accordance with Schedule 13.

Schedule 3
Licence Terms

1 Software Licences

■	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
■	[REDACTED]	
	[REDACTED]	
■	[REDACTED]	
	[REDACTED]	
■	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
■	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
■	[REDACTED]	
	[REDACTED]	
■	[REDACTED]	
	[REDACTED]	
■	[REDACTED]	
	[REDACTED]	
■	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
■	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
■	[REDACTED]	
	[REDACTED]	
■	[REDACTED]	
	[REDACTED]	
■	[REDACTED]	
	[REDACTED]	

Annex 1:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Use Restrictions

MODULES	USE RESTRICTIONS	
	Number of Service Users	User Basis
	Maximum of EFTS	[REDACTED]
MODULE GROUP - TechnologyOne Student Management		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		

Age Group	Percentage
18-24	100%
25-34	95%
35-44	90%
45-54	85%
55-64	80%
65-74	75%
75-84	70%
85-94	65%
95+	60%

Additional Use Restrictions

[Redacted]

Storage	[Redacted]
Environments	[Redacted] [Redacted]
Backups	[Redacted] [Redacted]
Database refreshes (per month)	[Redacted]

[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

2 Support and Maintenance Services

[Redacted]

Annex 2: Third Party Licence Terms



Schedule 4

Charges

1 Charges for Subscription Services

Charges for the Subscription Services are payable annually in advance for each year of the Term, on the Contract Start Date and on each anniversary of the Contract Start Date.

Contract Year	Charges (excl. VAT)
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

2 Rate card for any Additional Services

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		

[REDACTED] [REDACTED]

[REDACTED]

5 VAT

Unless specified otherwise, all Charges are exclusive of VAT.

6 Invoice process/details

Each invoice that the Supplier submits must comply with the following requirements as a minimum:

Who and where to send invoices and invoice queries	<p>Invoices must be sent electronically to:</p> <p>accountspayableinvoicesnoreply@RoyalHolloway.ac.uk.</p> <p>Any invoice queries must be sent to:</p> <p>finance payments@rhul.ac.uk</p>
Invoice information required	<p>All invoices must include a valid Purchase Order number (PO), and a description of the services/deliverables achieved within the invoice period in order to be valid. Invalid invoices submitted without PO will be rejected.</p>

7 Service Credits

The Supplier shall apply the Service Credits in accordance with Schedule 6.

Schedule 5

Implementation Services: Implementation Plan

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Schedule 6

Subscription Services: Service Levels and Service Credits

1 Support Hours

1.1 [Redacted]

2 Availability

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

3 Incident Response and Fix

[Redacted]

[Redacted]

[Redacted]

[Redacted]

4 Reporting

[Redacted]

[Redacted]

5 Service Credits

[Redacted]

[Redacted]

[Redacted]

Service Level	Available	Service Credit
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
	[Redacted]	[Redacted]
	[Redacted]	[Redacted]
	[Redacted]	[Redacted]
	[Redacted]	[Redacted]

5.3 Application of Service Credits:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6 Excusing Events

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 7

Contract Managers and Key Roles

Contract Managers

The Contract Managers for each Party (for the purposes of Clause 10) are as follows, as at the Contract Start Date:

- [Redacted]
- [Redacted]

Key Roles and Responsibilities

The Supplier Staff delivering the Services shall include the following key roles and responsibilities:

Role	Name	Responsibility
Non project specific		
[Redacted]	[Redacted]	[Redacted] [Redacted] [Redacted] [Redacted] ○ [Redacted] ○ [Redacted] ○ [Redacted] ○ [Redacted] ○ [Redacted] ○ [Redacted] ○ [Redacted] ○ [Redacted]
[Redacted]	[Redacted]	○ [Redacted] ○ [Redacted] ○ [Redacted]

	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>
<div><div></div><div></div></div>	<div><div></div></div>	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>

The following represents the core communications and reporting processes and documents.

54

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	RHUL Project Manager	Meeting attendees
[REDACTED]	[REDACTED]		Other relevant stakeholders
[REDACTED]	[REDACTED]		

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

56

Escalation Procedure

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Project-Related

Phase	Customer Representative	Name	TechnologyOne Representative	Name	Response Timeline
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

Support / Case Escalation

- [Redacted]
- [Redacted]
- [Redacted]

Phase	Customer Representative		TechnologyOne Representative	Name	Response Timeline
[Redacted]		[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]		[Redacted]	[Redacted]	[Redacted]	[Redacted]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Relationship Concerns

Phase	Customer Representative		TechnologyOne Representative	Name	Response Timeline
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Contract Change Procedure

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Schedule 9

Data Processing Details

[illegible]

	<ul style="list-style-type: none"> • [REDACTED] [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED] • [REDACTED]
Sub-processors	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>

Schedule 10

Exit Plan

Exit Management and Services Transfer Plan (STP or Exit Plan)

1 Introduction

- 1.1 This Schedule 10 specifies the arrangements that shall be made to ensure an effective handover of the responsibility for the provision of the Services from the Supplier to the University or to a replacement supplier in the event of the termination or expiry of this Contract.
- 1.2 The University and the Supplier agree to meet within 3 months of the date of execution to agree an outline Exit Plan to discuss, formulate and complete a detailed STP that shall remain a live working document updated and signed off by the respective PM's every 12 months and/or as may be required.

2 Services Transfer Plan

- 2.1 If the University provides written notice that it wishes to terminate the Contract or allow the Contract to expire then the Supplier shall prepare a draft Services Transfer Plan (STP) for review by the University.
- 2.2 The University will be presented with a draft STP no later than 3 months prior to expiry or within 10 business days of notification by the University that it wishes to terminate the Contract.
- 2.3 The University shall review the STP and shall notify the Supplier of any reasonable suggested revisions to the STP that shall be discussed and resolved within 10 business days.
- 2.4 The Supplier and the University shall meet in good faith to discuss and agree a mutually acceptable STP.
- 2.5 The agreed STP shall be signed as approved by the University and the Supplier.
- 2.6 The University and the Supplier shall engage in good faith to deliver each Party's own responsibilities as well as any joint responsibilities.
- 2.7 In relation to a transfer of the Services to either a replacement supplier or the University under an in-house operation, the STP shall provide comprehensive proposals for the activities and the associated liaison and assistance which will be required to affect such transfer during the transition phase.

3 Handover and IPR

3.1 The Supplier will work in good faith with the University in accordance with the STP to ensure an orderly handover to the University or any third party.

3.2 The University agrees that all Intellectual Property Rights:

- (a) in the SaaS Plus (including the SaaS Platform, Modules and Solution and Services), Documentation and TechnologyOne Material (including modifications);
- (b) in service data and analytics relating to the use of the SaaS Plus and the provision of the Services; and
- (c) otherwise created by or on behalf of TechnologyOne in the course of performing the Services,

are solely owned by the Supplier. For the avoidance of doubt, the above shall at all times exclude the University Data.

4 Costs

4.1 Each Party shall bear its own costs with regard to the preparation and finalised agreed STP.

4.2 In the standard STP the Supplier provides the University Data in an unstructured format. If the University requires support to further extract University Data this would be done via an additional "Scope of Works" (at University cost on a time and materials basis in accordance with Paragraph 4.3 below), agreed via the Contract Change Procedure.

4.3 In the event that any specialised and additional exit requirements over and above a standard transition are required then such costs incurred by the Supplier shall be detailed in the STP and billed on a time and materials basis (ex VAT) payable 30 days in arrears.

Schedule 11**Key Performance Indicators**

For the purposes of Clause 21, the publishable Key Performance Indicators are as follows (as at the Contract Start Date):

KPI Option 1 - Implementation Gates**Phase 1**

Task Name	Duration	Start
Project Milestones & Stage Gates	██████	██████
SG - Project Ready to commence	3 days	██████
SG - DELIVER Ready to commence	1 day	██████
MS - Configuration Document Acceptance	0 days	██████
MS - TEST Stage ready to commence	0 days	██████
MS - DEPLOY Stage Ready to commence	0 days	██████
MS - Technical Go-Live Sign Off	0 days	██████
MS - Business Go-Live Sign Off	0 days	██████
MS - UAT Acceptance and Go Live Approval	0 days	██████
SG - Production Ready	0 days	██████

Phase 2

Task Name	Duration	Start
Project Milestones & Stage Gates	██████	██████
MS - TEST Stage ready to commence	0 days	██████
MS - DEPLOY Stage Ready to commence	0 days	██████

MS - Technical Go-Live Sign Off	0 days	██████████
MS - Business Go-Live Sign Off	0 days	██████████
MS - UAT Acceptance and Go Live Approval	0 days	██████████
SG - Production Ready	0 days	██████████
MS - Project Closure	0 days	██████████

Test Issue Severity Level Definitions

Below are the Supplier definitions for Severity Levels assigned to a test issue identified during User Acceptance Testing. No target response and resolution targets are provided, with the exception of Severity 1 issues. The Supplier's target for Severity 1 issues arising throughout User Acceptance Testing will be five (5) days from the customer case being raised where it does not require a product code change or reliance on a third-party provider.

Prior to User Acceptance Testing, the parties agree to schedule regular issue review meetings to apply the Classification Descriptions below to all open issues. The issue review meetings will be conducted on a timely basis and will review, classify and close issues. Prior to review of an issue, all assigned issue classifications will be deemed indicative and not binding for the purposes of Acceptance. The issue review meetings will follow the process outlined below for each issue until jointly agreed:

1. Review an issue and confirm it is open;
2. Where the parties agree the issue is open, consider the Severity One Description in relation to the issue;
3. Where the parties jointly agree Severity One Classification Description does not apply to the issue, the parties will consider Severity Two Classification Description in relation to the issue;
4. Where the parties jointly agree Severity Two Classification Description does not apply to the issue, the parties will consider Severity Three Classification Description in relation to the issue;
5. Where the parties jointly agree Severity Three Classification Description does not apply to the issue, the parties will consider Severity Four Classification Description in relation to the issue;

6. Where the parties cannot agree on a Severity Classification Description, the parties will attempt to close an issue;

7. Where the parties cannot agree on a Severity Classification or to close an issue, the issue will be escalated to the Project Managers for each party;

8. Where the Project Managers cannot agree on a Severity Classification or close an issue, the issue will be referred to the Supplier project executive sponsor and the University's nominated representative.

Severity	Classification Description	Acceptance Criteria
1	<p>The system is unavailable for testing of all the University's critical business activities. No viable work around is available.</p> <p>Guidelines for determining severity 1 issues are (all the following apply):</p> <ul style="list-style-type: none"> a. Affects all users and system usage activities; b. Affects all critical business activities; and c. Testing is halted; issue needs to be addressed to enable testing to continue. 	No Severity 1 Issues
2	<p>A part of the system is not operating as required for a material business activity and the effect on the Customer's business in a production environment would have a material adverse impact to the Customer's business. No viable workaround is available.</p> <p>Guidelines for determining severity 2 issues are (all of the following apply):</p> <ul style="list-style-type: none"> a. Impacts a significant number of users and/or system usage activities of a business area; b. Impacts a high-volume system usage activity; c. Impacts high value or core business functions; and d. Testing can continue of other areas, but the issue needs to be addressed to enable testing to complete in the affected area. 	No Severity 2 Issues
3	<ul style="list-style-type: none"> i. A part of the system is not operating as required for a business activity and the effect on the Customer's business 	No minimum target and a documented

	<p>in a production environment would have an adverse impact to the business that is not material.</p> <p>ii. There is an issue which would be classified as a Severity 2 issue, but a viable workaround is available.</p> <p>Guidelines for determining severity 3 (i) issues are (the following apply):</p> <ul style="list-style-type: none"> a. Impacts only a minority of users and/or system usage activities; b. Impacts low volume system usage activities; c. Impacts low value or non-core business functions; and d. Testing in the affected area can continue. 	and agreed Resolution Plan.
4	<p>i. An issue where some of the functions of the system tested for a business activity are not operating as required, and would not have an adverse impact on the Customer's business in a production environment; or</p> <p>ii. There is a failure of the system to operate as required not classified as a Severity 1, 2 or 3.</p>	None applicable.

KPI Option 2 - Training

Following delivery of training, the Supplier will conduct a Net Promotor Score (NPS) survey to capture sentiment around what was done well and in what areas we can drive improvement for future sessions to continuously drive compelling training experiences.

KPI Option 3 - Availability

No less than 99.5% uptime. Availability is a critical factor for RHUL to be able to deliver an outstanding student experience, yet could have detrimental impacts maintained, such as throughout Clearing. This is an integral element to delivering a high-quality experience and ensuring operational efficiency.

KPI Option 4 - Ticket Resolution

No less than 75% adherence of ticket resolution against the applicable Service Level Objectives

KPI Option 5 - SOC2 Compliance Reporting

A minimum annual third-party security audit of Supplier in accordance with industry standards, attested to in Commercial in Confidence SOC2 report.

KPI Option 6 – Data Migration

No unapproved critical data loss.

KPI Option 7 – Regulatory Reporting

Ensuring the solution facilitates compliance with statutory regulations within England, empowering RHUL to successfully comply with the regulatory reporting requirements.

KPI Option 8 – Invoice Accuracy

Invoice accuracy against the contract, and where a Purchase Order (PO) exists, accurately referencing the relevant PO associated with Fee/s.

Publishing Key Performance Indicators The University shall be entitled to publish 3 Key Performance Indicators on an annual basis. The University shall provide the Supplier with written notice of the proposed Key Performance Indicators at least 30 days prior to their intended publication. Both Parties shall act in good faith to consult on a regular basis with regard to performance against agreed Key Performance Indicators and review the proposed wording of the Key Performance Indicators reporting to ensure they accurately reflect the Supplier's performance under the Contract and do not contain commercially sensitive, confidential or misleading information. The University agrees that it shall not publish the Key Performance Indicators without consulting with the Supplier on a reasonable basis as set out above. However, the Supplier acknowledges that clause 21.4 shall apply in terms of their publication.

Schedule 12

Benchmarking

1 Definitions

1.1 In this Schedule 12 , the following definitions shall apply:

“Benchmarked Service”	The Optional Module(s) and/or Additional Service(s) that the University elects to include in a Benchmark Review under paragraph 3.3;
“Benchmarker”	the independent third party appointed under paragraph 3.1 ;
“Benchmark Report”	the report produced by the Benchmarker following the Benchmark Review as further described in paragraph 5 ;
“Benchmark Review”	a review of the Benchmarked Services carried out in accordance with paragraph 4 to determine whether those Benchmarked Services represent Good Value;
“Comparable Service”	in relation to a Benchmarked Service, a module/service that is identical or materially similar to the Benchmarked Service (including in terms of scope, specification, volume and quality of performance);
“Comparison Group”	in relation to a Comparable Service, a sample group of organisations providing the Comparable Service identified by the Benchmarker under paragraph 4.7 which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be (in the Benchmarker's professional opinion) fair comparators with the Supplier or which, in the professional opinion of the Benchmarker, are best practice organisations and, where there are a reasonable number of such organisations, referencing only those organisations that are carrying on at least a significant part of their business within the United Kingdom;
“Equivalent Data”	in relation to a Comparable Service, data derived from an analysis of the Comparable Service provided by the Comparison Group as adjusted in accordance with paragraphs 4.7 (a) and 4.8 provided that the Benchmarker shall not use any such data that relates to a period which ended more than 36 months prior to the date of the appointment of the Benchmarker;
“Good Value”	in relation to a Benchmarked Service, that:

having taken into account the Service Levels, the value for money of the Charges attributable to that Benchmarked Service is at least as good as the value for money of the Upper Quartile; and

any Service Levels applicable to that Benchmarked Service are, having taken into account the Charges, equal to or better than the median service levels for the Comparable Service using Equivalent Data; and

“Upper Quartile”

the top 25% of instances of provision of a Comparable Service by members of the Comparison Group ranked by best value for money to the recipients of that Comparable Service.

2 Frequency, Purpose and Scope of Benchmark Review

- 2.1 The University may, by written notice to the Supplier, require a Benchmark Review of the Optional Modules and/or the Additional Services in order to establish whether they are Good Value.
- 2.2 The University shall not be entitled to carry out a Benchmark Review during the 12 month period from the Contract Start Date, nor at intervals of less than 24 months after any previous Benchmark Review relating to the same Optional Modules and/or Additional Services.

3 Appointment of Benchmarkers

- 3.1 The University shall appoint as the Benchmarkers to carry out the Benchmark Review either an organisation on the list of organisations set out in Annex 1 or such other organisation as may be agreed in writing between the Parties.
- 3.2 The University shall, at the written request of the Supplier, require the Benchmarkers to enter into an appropriate confidentiality undertaking with the Supplier.
- 3.3 The Benchmarkers shall not be compensated on a contingency fee or incentive basis.

4 Benchmark Review

- 4.1 The University shall require the Benchmarkers to produce, and to send to each Party for approval, a draft plan for the Benchmark Review within 10 Working Days after the date of the appointment of the Benchmarkers, or such longer period as the Benchmarkers shall reasonably request in all the circumstances. The plan must include:
 - (a) a proposed timetable for the Benchmark Review;
 - (b) a description of the information that the Benchmarkers requires each Party to provide;
 - (c) a description of the benchmarking methodology to be used;

- (d) a description that clearly illustrates that the benchmarking methodology to be used is capable of fulfilling the benchmarking objectives under Paragraph 2.1;
 - (e) an estimate of the resources required from each Party to underpin the delivery of the plan;
 - (f) a description of how the Benchmarker will scope and identify the Comparison Group;
 - (g) details of any entities which the Benchmarker proposes to include within the Comparison Group.
- 4.2 Each Party shall give notice in writing to the Benchmarker and to the other Party within 10 Working Days after receiving the draft plan either approving the draft plan or suggesting amendments to that plan which must be reasonable. Where a Party suggests amendments to the draft plan pursuant to this paragraph 4.3, the Benchmarker shall, if it believes the amendments are reasonable, produce an amended draft plan. Paragraph 4.1 and this paragraph 4.2 shall apply to any amended draft plan.
- 4.3 Failure by a Party to give notice under paragraph 4.3 shall be treated as approval of the draft plan by that Party. If the Parties fail to approve the draft plan within 30 Working Days of its first being sent to them pursuant to paragraph 4.1 then the Benchmarker shall prescribe the plan.
- 4.4 Once the plan is approved by both Parties or prescribed by the Benchmarker, the Benchmarker shall carry out the Benchmark Review in accordance with the plan. Each Party shall procure that all the information described in the plan, together with any additional information reasonably required by the Benchmarker is provided to the Benchmarker without undue delay.
- 4.5 Each Party shall co-operate fully with the Benchmarker, including by providing access to records, technical documentation, premises, equipment, systems and personnel at times reasonably requested by the Benchmarker, provided that the Benchmarker shall be instructed to minimise any disruption to the Services.
- 4.6 Either Party may provide additional material to the Benchmarker to assist the Benchmarker in conducting the Benchmark Review.
- 4.7 Once it has received the information it requires, the Benchmarker shall:
 - (a) finalise the sample of entities constituting the Comparison Group and collect data relating to Comparable Modules/Services. The final selection of the Comparison Group (both in terms of number and identity of entities) and of the Comparable Modules/Services shall be a matter for the Benchmarker's professional judgment;
 - (b) derive the Equivalent Data by applying the adjustment factors listed in paragraph 4.8 and from an analysis of the Comparable Modules/Services;
 - (c) using the Equivalent Services Data calculate the Upper Quartile and/or median Service Levels;

- (d) compare the Charges attributable to the Benchmarked Services (having regard to the applicable Service Levels) to the value for money of the Upper Quartile;
- (e) compare the Service Levels attributable to the Benchmarked Services (having regard to the Charges and Service Credits) with the median service levels using the Equivalent Data; and
- (f) determine whether or not each Benchmarked Service is and/or the Benchmarked Services as a whole are, Good Value.

4.8 The Benchmarker shall have regard to the following matters when performing a comparative assessment of a Benchmarked Service and a Comparable Service in order to derive Equivalent Data:

- (a) the contractual and business environment under which the Services are being provided (including the scope, scale, complexity and geographical spread of the Services);
- (b) any front-end investment and development costs of the Supplier;
- (c) the Supplier's risk profile including the financial, performance or liability risks associated with the provision of the Services as a whole;
- (d) the extent of the Supplier's management and contract governance responsibilities;
- (e) any other reasonable factors demonstrated by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive (such as erroneous costing, non-sustainable behaviour including excessive consumption of energy or over-aggressive pricing).

5 **Benchmark Report**

5.1 The Benchmarker shall be required to prepare a Benchmark Report and deliver it simultaneously to both Parties, at the time specified in the plan approved under paragraph 4 , setting out its findings. The Benchmark Report shall:

- (a) include a finding as to whether or not each Benchmarked Service is and/or whether the Benchmarked Services as a whole are, Good Value;
- (b) include other findings (if any) regarding the quality and competitiveness or otherwise of the Benchmarked Services;
- (c) if any Benchmarked Service is not Good Value, or the Benchmarked Services as a whole are not Good Value, specify the changes that would be required to the Charges and/or Service Levels that would be required to make that Benchmarked Service or those Benchmarked Services as a whole Good Value; and
- (d) illustrate the method used for any normalisation of the Equivalent Data.

5.2 The Benchmarker shall act as an expert and not as an arbitrator.

- 5.3 If the Benchmark Report states that any Benchmarked Service is not Good Value or that the Benchmarked Services as a whole are not Good Value, then the Supplier shall (subject to paragraphs 5.6 and 5.7) implement the changes set out in the Benchmark Report as soon as reasonably practicable within timescales agreed with the University but in any event within no more than 3 months (or at time agreed between the Parties in writing). Any associated changes to the Charges shall take effect only from the same date and shall not be retrospective.
- 5.4 The Supplier acknowledges and agrees that Benchmark Reviews shall not result in any increase to the Charges or disapplication/reduction of the Service Levels.
- 5.5 The University acknowledges and agrees that the Benchmark Reviews shall not result in any decrease to the Charges for Student Records services or disapplication/reduction/increase of the Service Levels.
- 5.6 The Supplier shall be entitled to reject any Benchmark Report if the Supplier reasonably considers that the Benchmarking has not followed the procedure for the related Benchmark Review as set out in this Schedule in any material respect.
- 5.7 The Supplier shall not be obliged to implement any Benchmark Report to the extent the Supplier cannot technically implement the recommended changes.
- 5.8 Any failure by the Supplier to implement the changes set out in the Benchmark Report in accordance with the relevant timescales shall be referred to dispute resolution in accordance with Schedule 13.

Annex 1: Benchmarkers

[insert list of potential benchmarkers]

Schedule 13

Dispute Resolution Procedure

Dispute Resolution

- (a) The parties agree that if a dispute arises out of or in connection with this Contract (“**Dispute**”), the party raising the Dispute must notify the other party (“**Dispute Notice**”).
- (b) A representative from each party, in accordance with Schedule 8, will first meet to try and resolve the Dispute by negotiation within 14 days of receipt of the Dispute Notice.
- (c) If the parties do not resolve the Dispute by negotiation within 14 days, then a senior executive of each party, in accordance with Schedule 8, will meet and attempt to resolve the Dispute within a further 30 days.
- (d) If the Dispute has not been resolved within 60 days of the Dispute Notice, then the parties may agree to refer the Dispute to mediation by an accredited mediator they agree on (and absent agreement by a mediator appointed the president of the Law Society of England and Wales).
- (e) If a Dispute is not resolved under the process in paragraphs (a) to (d) above the Dispute must be:
 - (i) submitted to arbitration in accordance with, and subject to, the UNCITRAL Arbitration Rules;
 - (ii) administered by the London Court of International Arbitration (LCIA); and
 - (iii) conducted by 1 arbitrator, in the English language in London, England.
- (f) An award made under paragraph (e) is final and binding on the parties and may be entered into by any court of competent jurisdiction. There shall be no right of appeal from an award made under paragraph (e).
- (g) Nothing In this Schedule 13 prevents a party from applying to a court of competent jurisdiction for injunctive or other urgent interlocutory relief.