

Framework for the Provision of Multi-Functional Devices

Framework Agreement



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Framework for The Provision of Food and Outsourced Catering Services

Cimple Reference Number: C461611

Framework Award Form

Dear Mark and Matthew,

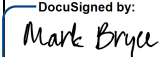
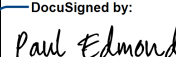
Following receipt of your Tender for the provision of the above services as above to Heart Academies Trust ("the Trust"), we are pleased accept your offer and award this Contract to you.

This document confirms the Framework Agreement ("Agreement") between the Trust and Agilico Workplace Technology Limited as the Contractor for the provision of the Services thereby forming a legally binding contract between the Parties. Unless the context otherwise requires, capitalised expressions used in this Award Form have the same meanings as in the terms and conditions of contract set out in Schedule 8 of this Agreement. In the event of any conflict between this Award Form and the Conditions and/or the Annexes this Award form shall prevail.

This Framework Award Form summarises the main features of the procurement, outlines the order or precedence for the Contract and signposts where information is held as a result of the Supplier's Framework Tender Response.

1.	Contracting Authority	Heart Academies Trust
	Address	Bedford Academy, Mile Road, Bedford MK42 9TR
	Company No.	06969741
	Authorised Representative	Paul Edmond PEdmond@HeartAcademiesTrust.Co.Uk
2.	Supplier Name	Agilico Workplace Technology Limited
	Company No.	02559122
	Address	Head Office : Cando House, Bournemouth Road, Chandler's Ford, Hampshire, SO53 3QB
	Authorised Representative	Mark Bryce Sales Director Mark.Bryce@agilico.co.uk 077 937 78335

3.	Framework Managed by	Value Match Services Limited
	Address	Dee House, Dee Banks, Chester, CH3 5UU
	Company No.	8522031
	Value Match Authorised Representative	Zoe Court Zoe.Court@Value-Match.Co.Uk
4.	Contract	The following documents are incorporated into the Framework Contract (in the following order of precedence): • Framework Award Form • Schedule 1 - Specification • Schedule 2 - Supplier's Tender Response • Schedule 3 - Pricing • Schedule 4 - Framework Management • Schedule 5 - Management Information • Schedule 6 - Order Form Template • Schedule 7 - Call Off Award Procedure • Schedule 8 - Terms and Conditions • Schedule 9 - Definitions
5.	Contract Term	4 years
6.	Framework Start Date	01 st June 2025
7.	Framework Expiry Date	31 st May 2029
8.	Insurance	• Employer's Liability Insurance of £5,000,000 • Public Liability Insurance of £2,000,000 • Professional Indemnity Insurance of £1,000,000
9.	Pricing	Please refer to Schedule 3 - Pricing

For and on behalf of the Supplier:		For and on behalf of HEART:	
Signature:	 DocuSigned by: F351197AC29B4EE...	Signature:	 DocuSigned by: 5470880B86324C4...
Name:	Mark Bryce	Name:	Paul Edmond
Role:	Sales Director	Role:	Chief Financial Officer

Date:	18 July 2025 8:52 AM BST	Date:	17 July 2025 5:48 PM BST
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We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services.

Yours faithfully,

Lindsay Rosul

CEO and Director of Procurement
Value Match Services on behalf of HEART Academies Trust

Schedule 1 – Specification

1. Background

- 1.1. HEART are looking to appoint a single Supplier who will demonstrate technical competency, best Value for Money and to provide all requirements in relation to both new and refurbished Multifunctional Devices (MFDs), including the supply, installation, maintenance, and repairs of the machines, including any spare parts required, to HEART and other Customers on a National basis. It is anticipated that these services will be promoted and accessed by the Education Sector and to other small to medium sized Public Sector organisations but for the avoidance of doubt, is open to any Public Sector Contracting Authority.
- 1.2. The single Supplier for this Framework must also be able to provide Digital Transformation Solutions which can work seamlessly alongside the devices, including but not limited to, the following Solution Category Areas:
 - 1.2.1. Print Management Cloud Services, allowing users to print from any web-connected device by routing print jobs between your computer, smartphone, or tablet and sending them to an internet-connected printer;
 - 1.2.2. Automated Invoice Processing, using software to automate the steps in processing invoices through the extraction of data.
- 1.3. The principle objective of the procurement exercise is to contract with a Supplier that is able to demonstrate a clear approach to Value for Money and to ethical standards to provide the service. The purpose of the Framework is to appoint a Supplier that can adhere to the following principles when providing the Goods:
 - 1.3.1. Demonstrate ethical practise to labour standards to take all practical steps to reduce modern slavery in the supply chain and to communicate where issues and challenges arise with labour standards.
 - 1.3.2. To drive approaches focused on the circular economy, and reducing the carbon impact caused due to the delivery of the contract.
 - 1.3.3. To comply with environmental legislation related to the disposal and recycling of electronic equipment, including the Waste Electrical and Electronic Equipment (WEEE) Directive, to minimise environmental impact.
 - 1.3.4. To drive sustainable operations through the use of recycled packaging, bio-degradable wrapping, and where possible the elimination of single use plastics.
 - 1.3.5. Clear communication between the Supplier, Customer and Value Match.
- 1.4. This Framework will provide Multifunctional Devices, this will include but is not limited to:

- 1.4.1. Devices from a minimum of two different manufacturers, to ensure the Customer is provided with optionality and unbiased recommendations.
- 1.4.2. The offering of both new and refurbished machines.
- 1.4.3. Devices must be able to print, photocopy, scan to email or network, and staple documents, meeting the diverse needs of HEART and other Customers for administrative and educational purposes.
- 1.4.4. Each device will have secure print and remote monitoring functionality and print management software, enabling Customers to understand printing usage per device and per user.
- 1.5. Through this Framework, HEART and Value Match are aiming to provide Customers, typically Education Trusts, with a compliant route to market to procure Multifunctional Devices through an ethical and sustainably focused Supplier. While the cost of the machine is important, HEART and Value Match are holding precedence to the quality of the machine, and the Supplier's ability to provide savings across the lifetime of the machine, i.e. savings on electricity through energy efficient machine, which also provides positive impact on the environment.

2. Scope of Goods

- 2.1. The Supplier must provide to the Customer a range of Multifunctional Devices, with optionality for refurbished and new machines. Where suitable and appropriate, the Supplier must offer a refurbished machine first to promote a circular economy. See Clause 9 for further requirements on standards which refurbished machines must meet or exceed.
- 2.2. The Supplier must be able to offer devices from a minimum of two options of manufacturers to enable the Customer to make an unbiased and flexible choice for each site's applications.
- 2.3. The Supplier must be able to offer to the Customer devices with low energy consumption, and devices which are carbon neutral.
- 2.4. The Supplier must have optionality for levels of specification. It is understood that a Customer may not require all examples specified from Clause 2.4.1. to 2.4.10., but the Supplier needs to be flexible in their providence of Goods to meet varying Customer demands. This could include but is not limited to the following examples:
 - 2.4.1. Low-speed device (35ppm or less), mid-speed device (36-55ppm), high-speed device (56ppm or more);
 - 2.4.2. Mono and/or colour;
 - 2.4.3. Automatic and reverse document feeder;

- 2.4.4. High volume finisher with booklet maker;
- 2.4.5. High-capacity hopper tray;
- 2.4.6. A3 – A4 – A5 enlargement/reduction capability;
- 2.4.7. Multi-position stapling;
- 2.4.8. Variation of print resolution; for example, Black: 1200 x 1200 dpi, 4800 CQ (2400 x 600 dpi); Colour: 4800 CQ (2400 x 600 dpi), 1200 x 1200 dpi.
- 2.5. The Supplier must be able to offer to the Customer a print management software, such as Papercut, with migration and implementation of the software. This is to increase sustainability within the Trust through the reduction of unnecessary waste.
- 2.6. Each device should have secure print and remote monitoring functionality and print management software, enabling Customers to understand printing usage per device and per user.
- 2.7. The print management software must be capable of notifying the Supplier when toner levels are low, triggering delivery of new toner in time to minimise downtime and interruptions to printing operations. There should be no intervention required by the Customer to ensure replenishment of toner stock.
- 2.8. The MFDs must be able to connect to any of the Customer's required devices (for example but not limited to laptops, computers, mobile devices, tablets), and networks to ensure business continuity and minimised downtime.
- 2.9. The MFDs must be able to connect wirelessly or through an ethernet cable.
- 2.10. The material composition of the devices offered to the Customer should, where possible a high percentage of recyclable plastic than non-recyclable plastic, to promote the circular economy.
- 2.11. The Supplier must have available to offer all consumables required for the device, including but not limited to toner cartridges and staples.
 - 2.11.1. In the instance when the Supplier cannot offer the Customer the option to purchase the relevant consumables from themselves, they must be able to offer the Customer unbiased advice (i.e. advice which does not provide the Supplier benefit in the form of monetary commission) on the most suitable consumable, while ensuring Value for Money is achieved for the Customer.
 - 2.11.2. Where more suitable options from printing consumables become available the supplier should communicate these to the Customer.

- 2.11.3. The toner cartridges suitable for the devices offered to the Customer must be recyclable, and the Supplier must either; work with the Customer's existing Waste Management Supplier to recycle these, or offer to the Customer a suitable method of recycling the cartridges. This could include, but is not limited to, postal label to return to the Supplier free of charge, or collection of cartridges at pre-agreed intervals dependant on speed of usage.
- 2.11.4. The Supplier must offer optionality for both new and recycled toner cartridges.

3. Ordering Requirements

- 3.1. The Supplier must offer to the Customer both option to purchase and option to lease Multifunctional Devices.
- 3.2. The Supplier must offer, prior to the Customer's Call Off Contract, free Print Audit of all current devices to assess the effectiveness and efficiency of the MFD leasing arrangements, making necessary adjustments as required to maximise economic and sustainable benefits.
 - 3.2.1. The Print Audit will be conducted to establish the requirements of the Trust, including a review of the current device layout of all schools within the Trust, their current and forecasted volumes, the advantages and disadvantages of current devices, future requirements and specifications. This is to ensure a tailored solution is achieved, and the Customer receives the most effective and efficient solution. This must be presented to all relevant Trust personnel prior to ordering.
 - 3.2.2. As the size of Customer Trusts and other Public Sector organisations can vary, the length of time this may take must be considered when creating the Customer's multi-site deployment and mobilisation plan in accordance with their current contract expiry dates and preferred implementation date.
 - 3.2.3. The Supplier must use the Print audit to provide best recommendations on suitability of new against refurbished devices. For example, a new device may be the best option for high-speed or high-volume print room, but a refurbished device may be the best option for satellite devices.
- 3.3. The Customer must be able to instruct orders in multiple methods for increased accessibility, including but not limited to Phone, Email, E-Catalogue, online ordering system, in-person consultation at the Customer's chosen location.
- 3.4. All delivery dates must be confirmed by the Supplier prior to making payment, to ensure Customer's preferred dates can be adhered to.
- 3.5. The Supplier must be able to offer optionality to take on the devices operational lease through a reputable and ethical leasing partner. The Supplier's leasing partner must work to and adhere to the same standards

set out within this Tender, and will be required to complete and return a copy of the Procurement Specific Questionnaire (PSQ) to HEART and Value Match with their tender response.

- 3.5.1. The Supplier's lease partner must offer option-to-purchase following the end of the leasing period, however it will not be mandatory to purchase upon expiry of the lease.
- 3.5.2. The Supplier must be able to offer co-terminus, site-by-site lease terms, to allow the Customer to have several different start dates, but have all the equipment and their respective leases expire at the same time.
- 3.5.3. The price paid to lease the machine must be fixed for the duration of the Customer's contract.
- 3.6. The Customer must be able to purchase an annual subscription for a print management software through the Supplier. The Supplier must offer a minimum of two print management software options and be able to provide a breakdown of usability, advantages and disadvantages, and suitability to the Customer based on individual requirements.
- 3.6.1. The Customer's print management software subscription must be able to annually renew, or the Supplier must offer multiple periodic reminders through various methods of communication (including but not limited to, phone calls, emails, letters, etc.) towards the end of the subscription, to ensure minimal downtime and business continuity.
- 3.7. The Supplier must offer issue order confirmations to the Customer after every order placed.
- 3.8. The Supplier must be able to offer individual and consolidated invoices to the Customer. Consolidated invoices could include a yearly breakdown of total amount paid across all devices with remaining balance for an individual Customer site, or could include a total summary of all device payments and remaining balances within a Trust or public sector organisation. This must also be available on request at any point across the duration of the Contract.

4. Delivery Requirements

- 4.1. The Supplier must ensure all deliveries are made within the agreed timeframes.
- 4.2. The Supplier must ensure that all deliveries will be accompanied by a Delivery Note showing:
 - 4.2.1. Order number;
 - 4.2.2. Product description;

- 4.2.3. Quantity;
- 4.2.4. Delivery address;
- 4.2.5. Return details.
- 4.3. For consumables, the Supplier must be able to offer a range of delivery options for customers at Call-Off award stage and would comprises of the following delivery options:
 - 4.3.1. Next day;
 - 4.3.2. Scheduled / chosen day;
 - 4.3.3. Delivery to a single point;
 - 4.3.4. Multi drop deliveries.
- 4.4. All deliveries will be made by personnel wearing clean, protective clothing or uniform and an identification badge bearing the company name and the person's name, with a valid Disclosure and Barring Service (DBS) certificate if required by the Customer at Call-Off Contract stage.
- 4.5. Drivers must be able to support in the unloading of the goods and not rely on on-site staff for unloading.
- 4.6. Speed limits at sites will be observed. If no speed limits are shown, then 5 miles per hour must not be exceeded. Vehicles engines will be switched off whilst parked or making a delivery.
- 4.7. The Supplier must confirm that no additional and/or hidden delivery charges apply to any Goods. The prices must be stated clearly to the Customer prior to the order being placed.
- 4.8. All delivery costs related to the travel route, including motorway charges, out-of-normal-route travel, etc., must be included in the prices quoted to the Customer.
- 4.9. If delivery and/or transportation costs are dependent on the Customer regions, suburbs or locations of the UK, the Supplier must ensure these are highlighted as part of their response.

5. Installation and De-Installation of Devices

- 5.1. The pre-installation period, to be determined with each individual Call-Off Contract, will be utilised to engage with the school to successfully mobilise and implement the devices.
- 5.2. The Supplier must provide installation of all devices to the Customer. Installation schedules must be coordinated and agreed upon with the Trust

to minimise disruption to educational activities. The devices must be ready to be utilised and used in the site for contract commencement.

- 5.3. Upon installation, the Supplier must conduct thorough testing to ensure devices are functioning correctly. Training sessions for school staff on device operation, maintenance, and troubleshooting, must be provided to the Customer at no extra charge.
- 5.4. The Supplier must facilitate the de-installation and removal of potentially old equipment, ensuring proper disposal or recycling in compliance with environmental regulations.
- 5.5. At the end of the contract the Supplier must remove all leased devices provided within the contract from site in accordance with the end date of the contract. This de-installation must happen outside of the school day. (for example, 27th October 2028 3:15pm). The de-installation must be completed with no extra charge.

6. Maintenance Requirements and Call Outs

- 6.1. The Supplier is required to offer a maintenance package in conjunction with the provision of Goods, for which prices will be built into the Pricing Schedule and Call Off Contract.
- 6.2. The Supplier must tailor the maintenance package to align with the specific needs and requirements of the Goods provided.
- 6.3. The minimum requirements of the maintenance package include:
 - 6.3.1. Onsite emergency calls in response to sudden breakdowns or malfunctions;
 - 6.3.2. Replacement of components and/or parts;
 - 6.3.3. Diagnosis Tests;
 - 6.3.4. Software Updates;
 - 6.3.5. Customer Support during regular working hours.
- 6.4. The Supplier must be able to provide in-house support to the Customer if they require maintenance support.
- 6.5. The Supplier must respond to requests for maintenance support within 30 minutes of the issue being raised, if raised between typical Trust operating hours (8:30AM – 5:30PM Monday to Thursday, Friday 8.30am – 5pm Friday).

- 6.6. Where possible, the Supplier will advise the Customer with clear troubleshooting instructions over the phone to attempt to resolve maintenance issues promptly.
- 6.7. If the Supplier is unable to resolve maintenance issues over the phone, they will apply best endeavours to ensure that an engineer is with the Customer within four hours of the issue being raised as per the SLAs.
- 6.8. If an engineer is required to attend the premises to rectify the issue, then principles surrounding personnel stated in Clause 4.4. will apply.
- 6.9. While on site, the engineer must perform preventative maintenance to ensure device longevity and operational consistency.
- 6.10. The Supplier must provide the maintenance to the MFD's for the duration of the leasing agreement.
- 6.11. The Supplier must provide their call out rates in advance. These rates will not be charged if:
 - 6.11.1. If the identified issue or fault is due to a part or component replaced under warranty within the first 12 months of its installation;
 - 6.11.2. The identified issue or fault is a result of a faulty device.
- 6.12. The Supplier call out rates must be in line with the category of work and must be fixed for the duration of the Call-Off Contract.

7. Customer Support

- 7.1. The Supplier shall have in place as a minimum a customer support service for Customers that includes the following:
 - 7.1.1. An online portal for logging support requests, tracking their status, and accessing troubleshooting resources. The support system should offer timely responses and resolutions to ensure minimal disruption to Customer operations; or,
 - 7.1.2. A customer support helpdesk service that shall operate between the hours of 8.30-5.30 PM Monday to Thursday, 8:30-5:00, on a Friday, excluding public holidays.
 - 7.1.3. The helpdesk shall be staffed with trained supplier personnel possessing relevant customer service skills, offering support to the Customer through phone, and email; service@agilico.co.uk
- 7.2. The helpdesk or portal must have optionality to discuss the following but is not limited to:
 - 7.2.1. New and existing enquiries;

- 7.2.2. Maintenance issues and user;
- 7.2.3. Ordering of device consumables.
- 7.2.4. Complaints and escalations.
- 7.3. The Supplier should proactively monitor Customer networked devices to ensure devices are online, and notify the Customer ASAP if any device is found to be inactive This is subject to the remote monitoring software being installed and operational and appropriate access granted by the Customer
- 7.4. The Supplier must provide online guidance to the Customers to improve their customer support experience and provide information to support ordering, complaints, response lead times, etc.
- 7.5. All calls shall be charged at no more than a standard call rate (no premium rate telephone numbers are allowed). Standard rate in the UK means calls to local and national numbers beginning 01, 02, 03, Excluded numbers include non-geographic numbers (e.g. 0871) and Premium Rate services.

8. Complaints and Escalations

- 8.1. The Supplier is to provide a single point of contact to the Customer to allow for the reporting of complaints.
- 8.2. The Supplier is required to establish a robust complaints and escalation procedure aimed at ensuring effective management and timely resolution of issues. The procedure must reflect a proactive approach, encompassing the logging, investigation, management, escalation, resolution, and understanding of concerns raised, with the ultimate goal of addressing these concerns to the satisfaction of the Customer.
- 8.3. The complaints procedure will comply with the following:
 - 8.3.1. All complaints will be logged and acknowledged within 2 hours of receipt, if received during normal business hours. If received outside of normal business hours, then the complaint will be logged and acknowledged within 2 hours of continued operation.
 - 8.3.2. All complaints shall be resolved within 2 working days of the original complaint being made unless otherwise agreed with the Customer.
 - 8.3.3. All complaints shall be recorded, together with the actions and timescales taken to resolve the complaint.
 - 8.3.4. The Supplier shall analyse and identify any pattern of complaints and bring these to the attention of Value Match during Supplier review meetings.

- 8.3.5. The Supplier shall replace any faulty Goods in accordance with Clause 10.
- 8.3.6. Value Match and HEART understand that the Supplier may have in place a robust and proven complaints procedure which operates differently to what is described in Clauses 8.3.1. – 8.3.5., in which case this will be discussed at award stage and approved with Value Match to ensure suitability for the Customers of this Framework.
- 8.4. The Supplier shall have in place an escalation route for any complaints that have not been resolved within the specified timescales.
- 8.5. If the Supplier fails to deliver the correctly ordered Goods or the quantity required, the Supplier shall provide the correct product and/or quantity to the Customer without any additional cost, and within 24 hours of the error being identified, Monday to Friday excluding bank holidays.
- 8.6. The Customer shall advise the Supplier of any incorrect products within 1 Working Day and, if they wish to retrieve such products, the Supplier shall do so at their own expense and at a time agreed with the Customer.
- 8.7. If the complaint is related to any third party in the supply chain, including but not limited to the leasing partner, the Supplier is obligated to assist the Customer in liaising with the third-party, with best endeavours to achieve the most suitable outcome for all parties involved. The Supplier can work collaboratively with Value Match through this process if they feel it necessary.
- 8.7.1. If the Supplier does not require Value Match's assistance when liaising with the third party, they are still required to notify Value Match of the complaint that has been raised and the actions they have taken or will take.

9. Quality Management

- 9.1. Refurbished devices must meet or exceed the quality standards below:
 - 9.1.1. The Supplier will be required to ensure that any refurbished devices supplied must perform to a comparable standard and quality as applicable to a new product and come with a minimum 80% life remaining.
 - 9.1.2. Refurbished devices must be covered by the same lifetime guarantee as new devices for the duration of the Contract.
 - 9.1.3. The Supplier must be able to, on request by the Customer, evidence the full service which has been carried out on the device. It is expected that each device will have the same stringent multi-point audit, with a documented appraisal and sign-off available electronically.
- 9.2. Value Match Services and HEART can request visits to the sites in which the Supplier's refurbishments are carried out to assess the quality controls in place.

- 9.3. Both new and refurbished devices, whether purchased or leased, will be subject to a warranty for the full Contract period, covering parts, labour, and onsite support.
- 9.4. The Supplier is obligated to maintain consistent quality management for all Goods provided throughout the duration of the Framework.
- 9.5. The Goods supplied must be fit for purpose and of a quality acceptable to the Customer on acceptance of delivery.
- 9.6. The Supplier shall adhere to applicable UK and EU legislation, as well as any other relevant standards pertaining to the supplied Goods under this Framework, as deemed appropriate.
- 9.7. The Supplier must specifically ensure conformance to guidelines outlined in ISO 14001, ISO 9001:2015 or an equivalent standard. Certification is not mandatory but compliance with these standards is expected.
- 9.8. The Supplier must ensure relevant and proportionate audits and/or quality checks are carried out on their supply chain to assure the quality of their Goods.
- 9.9. The Supplier must be able to demonstrate sourcing/traceability of their products and raw materials used in the creation of the devices.

10. Defects, Returns, and Refunds

- 10.1. The Supplier needs to ensure that all goods on the Customers site are functioning appropriately, and any malfunctions and/or defects need to be addressed and rectified before the handover of the Goods to the Customer.
- 10.2. If there is a defect in the Goods provided, the Supplier will be required to provide a like-for-like replacement product at no additional cost and investigate the cause of the failure at the timeframe agreed with the Customer.
- 10.3. Types of defects include but are not limited to:
 - 10.3.1. Design defects;
 - 10.3.2. Connection or Network defects;
 - 10.3.3. Software defects;
 - 10.3.4. Specification problems;
 - 10.3.5. Operational defects;
 - 10.3.6. Workmanship defects.

- 10.4. Requests for returns on goods must be initiated within a minimum of 30 days from the date of delivery.
- 10.4.1. In the event that the Customer requests to return the Goods despite there being no defect, an early termination fee will apply to cover the refurbishment of the device. This fee will be agreed between Value Match and the Supplier, and will be reasonable to the service and collection costs.
- 10.5. Refunds for returns should be available on the following basis:
 - 10.5.1. Product arrived damaged / faulty;
 - 10.5.2. Wrong product / model delivered;
 - 10.5.3. Wrong quantity received;
 - 10.5.4. Other reasons may be considered and discussed with the Supplier on a case-by-case basis.
- 10.6. Refunds to the Customer for any goods must be processed within 30 days.

11. Training

- 11.1. The Supplier will offer comprehensive training sessions for all relevant Trust staff on device operation, maintenance, and troubleshooting. Training sessions should cover topics such as basic operation, advanced features, routine maintenance tasks, and troubleshooting common issues.
- 11.2. The Supplier must cover the benefits of the device during training to ensure all possible features are utilised in the most efficient method possible.
- 11.3. The Supplier will provide user-friendly guides or manuals for device operation and maintenance, including step-by-step instructions for common tasks and troubleshooting procedures. Guides must be easily accessible in both digital and print formats for convenient reference.
- 11.4. If requested by the Customer, the Supplier must provide the training Bi-Annually for the duration of the Contract.
- 11.5. The Supplier will be required to have the training On-Site initially. Subsequent training sessions can be provided via Microsoft Teams or equivalent, unless specifically requested by the Customer.
- 11.6. The Supplier must maintain a training log containing the names of personnel who have received general training. If specialised training has been provided to specific resources based on their scope of work, the log should clearly indicate this additional training.

12. Key Performance Indicators And Reporting

12.1. Key Performance Indicators (KPIs)

- 12.1.1. Finalised KPIs can be found within the VM – Agilico SLA document appended to this Framework.
- 12.1.2. The Supplier must take a proactive approach to Customer engagement in line with the commitments made in their Tender and the co-developed 'Call-Off Award Procedure' to guarantee effective service delivery and to continually deliver against all KPIs.
- 12.1.3. The Supplier can present their own KPIs in addition to these KPIs. At the time of award, these KPIs will be discussed and agreed with by the Customer and Supplier.

12.2. Reporting

- 12.2.1. Customer reporting should be useful and meaningful; the focus of the reports should be around highlighting opportunities for improvements in purchasing behaviour and deliver cash savings for their schools.
- 12.2.2. Value Match and HEART require the following reporting information to be available:

Requirement	Reporting to?	Reporting intervals.	Essential	Optional	Alternative Accepted
To measure sites' mono and colour volumes per device and then, via the implementation of a print policy document, provide methods to reduce the volumes with evidenced metrics per device or users. Measurables include but are not limited to electricity, carbon, paper and volume.	Value Match and the Customer	Quarterly	✓		
Assess the energy consumption of MFDs over time and track improvements in energy efficiency, aiming for reductions in energy usage per printed page.	Value Match and the Customer	Quarterly	✓		

- 12.2.3. The Supplier must provide all Framework management information outlined in this section to both Value Match.

- 12.2.4. If requested, the Supplier must provide all Customer level management information outlined in this section to the relevant Customer.
- 12.2.5. The Supplier will be required to arrange monthly/regular meetings with the Customer to report on the metrics highlighted in the table above (refer to 12.2.2.). The frequency is to be confirmed with the awarded Supplier at Framework Mobilisation.
- 12.2.6. The Supplier must provide a report comprising of the above metrics (refer to 12.2.2.) through either a monthly email or via an on-line mechanism at both a Framework and Customer level by the 5th working day following the prior months performance. This date is able to be amended at award stage to suit the Supplier's internal reporting systems.
- 12.2.7. The Supplier will be required to attend quarterly review meetings to discuss the Framework Management and related management information, highlight any risks or concerns, and review their performance throughout the previous month. Should any risks or concerns be highlighted, Value Match and the Supplier will agree the most appropriate course of action, with appropriate timescales for rectification in place. The frequency of annual meetings is to be confirmed with the awarded Supplier at Framework Mobilisation.

13. Continuous Improvement

- 13.1. The Supplier must adopt an open and transparent approach to continuous improvement ensuring that performance is continually monitored, root cause analysis is undertaken where necessary, and improvements are identified where required.
- 13.2. The Supplier must operate in the most efficient manner and seek to continually identify improvements and suggest additional goods / items / services that may deliver best value to Customers with respect to developments in the market.
- 13.3. Where there is any change in resources, the Supplier must communicate such changes with each relevant Customer and Value Match and provide a seamless transition to avoid service disruption.
- 13.4. The Supplier must support the Customer to change buying behaviours across stakeholder and ensure the Call-Off Contract is being maximised by purchasing at optimum core range.
- 13.5. As part of the contract management process, the Supplier will undertake a quarterly review of each Customer's buying habits to understand where they can optimise the contract, to ensure the correct buying behaviours to achieve best value. Any variations to be agreed are to be communicated to Value Match.

- 13.6. During Framework Mobilisation, the Supplier must prepare and subsequently maintain a 'Continuous Improvement Plan' to demonstrate the approach to Value Match.

14. Safeguarding

- 14.1. Safeguarding is the term used for a range of measures employed to keep children, young people and adults at risk safe and protected from harm. All organisations have a duty to ensure that their safeguarding responsibilities are understood and embedded within their organisational structure. All staff, including volunteers must know what to do if they are concerned about the safety and welfare of anyone they encounter as part of their work.
- 14.2. The Supplier will familiarise themselves and ensure those who work either as paid employees or volunteers on this contract or project, with Ofsted and Heart Academies Trust safeguarding policies. These can be found at [Heart Academies Safeguarding Policy](#) and [Ofsted Safeguarding Policy](#).
- 14.3. The Supplier will ensure that their organisation proactively ensures that all those who work on this contract or project understand and appropriately respond to the signs and symptoms of abuse or neglect of children, young people or adults at risk i.e. by accessing appropriate training, through induction, or refresher training. And if, as a service provider, it is suspected that there is any incident of child abuse or abuse of adults at risk, the Supplier will report it in accordance with HEART Academies Trust published procedures.
- 14.4. If it is suspected that young adult or a child is at risk of harm or being harmed, please contact NSPCC helpline: During office hours (11.00am – 3.00pm Monday to Friday), please call voice helpline on 0808 800 5000, or email help@NSPCC.org.uk on out of office hours. The Supplier can also complete the [Report Abuse Online Form](#). If you think a child or young adult is in immediate danger, call 999 straight away.

15. Supplier Sustainability and Social Impact Approach

- 15.1. The Supplier is required to incorporate considerations for ethical standards, sustainability and social value into the delivery of this Framework Agreement. This is both a strategic requirement for all Suppliers who work with Customers and Value Match but is seen as a critical part of the core offer of goods and services under all solutions which are being provided via the procurement services. This is also an obligation which schools and MAT's have in relation to Government and DfE policy obligations.
- 15.2. The Supplier is required to complete the PSQ which outlines the minimum ethical, sustainability and social standards required to be compliant with this Framework.
- 15.3. The Supplier must work with Value Match on the following Sustainability and Social Value areas as it pertains to this Framework and is proportionate

and aligned with nature of your organisation and goods and services it provides:

15.4. Environmental and Carbon Management

- 15.4.1. The Supplier is required to create a Carbon management strategy as part of a broader Environmental Plan with a clear Net Zero target date that has been published.
- 15.4.2. The Supplier must have a Carbon footprint baseline across scope 1, 2 and 3 (including business baseline).
- 15.4.3. The Supplier must put in place a Carbon reduction plan.
- 15.4.4. The dedicated Account Management must have executive oversight of the Supplier's carbon management strategy and plan and be able to communicate this to the Customer on request.
- 15.4.5. Waste reduction and management strategy exists and is overseen at a senior manager level, supported by appropriate policies, best practices, training and guidance.
- 15.4.6. Circular economy principles, such as extending the useful life of equipment, re-use, refurbishment and recycling are built into the organisation and core operations, where appropriate.
- 15.4.7. The Supplier must make all efforts to provide Carbon Neutral or low carbon devices to the Customer where suitable and appropriate.
- 15.4.8. Where possible, the Supplier must make all reasonable efforts to reduce their environmental impact, including but not limited to:
 - 15.4.8.1. Utilising Renewable Energy on their Estates where possible;
 - 15.4.8.2. Introducing Electrical or Hybrid vehicles into their fleet where possible;
 - 15.4.8.3. Considering the Environment as priority within the Supply Chain, including using sea freight rather than air freight where possible, logistically efficient and reasonable;
 - 15.4.8.4. Minimise use of harmful products, or maximise use of less harmful products, e.g. forever chemicals, particularly within non-recyclable plastics and materials.

15.5. Human Rights and Labour Standards

- 15.5.1. The Supplier Human rights and labour standards strategy or policy.
- 15.5.2. Executive ownership of the issue of modern slavery and human trafficking.

- 15.5.3. Modern slavery and human trafficking public statement if legally required and a commitment to publish one if not on a voluntary basis.
- 15.5.4. All direct and indirect workers are paid the relevant minimum wage standards.
- 15.5.5. All third-party contracts incorporate suitable modern slavery and human trafficking protection, and countries or sectors of high risk have been identified and additional action / care to minimise modern slavery and human trafficking risk has been undertaken.
- 15.5.6. Training and development are in place to support addressing modern slavery and human trafficking issues.
- 15.5.7. The Supplier must routinely assess their Supply Chain to ensure that it is avoidant or as avoidant as possible of Human Rights risks.
- 15.5.8. All Supplier staff, whether employed directly or subcontracted, must be paid the equivalent of, or exceed the National Minimum Wage.
- 15.5.9. All Supplier staff must be provided with a safe working environment, particularly while on Company premises. This includes office space, warehousing, car parks and any regularly used external sites. The Supplier must also ensure all staff working remotely have a suitable working environment.

15.6. Equity, Diversity, Inclusion, and Belonging (EDI)

- 15.6.1. Executive oversight of developing an EDI culture and embedding that into organisational functions and management.
- 15.6.2. Annual training On EDI for managers and supervisors.
- 15.6.3. Procurement and supply chain management takes into account relevant public sector policies and embeds these into procurement practices e.g. supporting SME's, social enterprises and suppliers with diverse ownership / leadership.
- 15.6.4. Signatories to the Governments the Prompt Payment Code.

15.7. Resource Management and the Circular Economy

- 15.7.1. Waste reduction and management strategy exists and is overseen at a senior manager level, supported by appropriate policies, best practices, training and guidance.
- 15.7.2. Circular economy principles, such as extending the useful life of equipment, re-use, refurbishment and recycling are built into the organisation and core operations, where appropriate.

- 15.7.3. The Supplier must minimise the use of packaging and single-use packaging and ensure it can be recycled, with targets and objectives set to ensure this is improved across the duration of the contract.
- 15.7.4. The Supplier must make all reasonable efforts to extend the life of Multifunctional Devices, through refurbishment, preventative maintenance, and distribution to disadvantaged locations. Upon reaching the end of the devices' life cycle, efforts should be made to reduce the amount of device which reaches landfill.

15.8. Social Value

- 15.8.1. Schools are community based and support children from moving from education to either the workplace or for further education and the Supplier should consider how best to support this core purpose in the way they approach responding to this ITT, e.g. supporting apprenticeships, employment and training.
- 15.8.2. Ensure the approach to generating additionality through applying social value principles aligns to the Government's Social Value Model and supports the Gatsby Benchmarks.
- 15.8.3. Social value principles are embedded throughout your supply chain, where appropriate.
- 15.8.4. The Supplier must incorporate into their Framework tender response their availability to provide apprenticeships, work experience, training opportunities and other initiatives which can assist students in skill development.
- 15.8.5. The Supplier must make efforts into supporting community within the locality / region, and utilise Customer schools as a community hub.
- 15.8.6. The Supplier must make reasonable efforts to utilise local suppliers where possible.
- 15.8.7. The Supplier must, across the duration of the Contract, provide education and life skills, and raise awareness around social impact or sustainability with children, parents, teachers or governors.

15.9. Health and Wellbeing

- 15.9.1. A proportionate Health and Wellbeing strategy is in place, supported by relevant policies and practices and overseen at a senior manager level.
- 15.9.2. High levels of worker satisfaction, engagement and low turnover can be demonstrated.
- 15.9.3. Training and management support around areas of mental health and wellbeing is available.

- 15.9.4. The Supplier is obligated to demonstrate collaboration with the Customer in attaining their sustainability and social value objectives and embedding social value and sustainability throughout their organisation and operations.
- 15.9.5. The Supplier must demonstrate their continued approach to monitoring and reporting against sustainability, EDI, circular economy principles and social value, including demonstrating a track record of delivering social value outcomes that provide positive impacts to Customers and supply chain.

16. Framework Mobilisation

16.1. Framework Mobilisation Meeting

- 16.1.1. Value Match will arrange a meeting with the awarded Supplier to review and confirm the joint Framework mobilisation approach the week following the award of the Framework Agreement.
- 16.1.2. Prior to the Framework Mobilisation meeting the Supplier is required to furnish an outline mobilisation plan, which should include but is not limited to:
 - 16.1.2.1. Marketing and communications actions;
 - 16.1.2.2. Buying Guide;
 - 16.1.2.3. Customer implementation plan;
 - 16.1.2.4. Monthly review meeting schedule;
 - 16.1.2.5. Customer pipeline.
- 16.1.3. The Supplier will agree the level of resources to support the sales, marketing and communication approach outlined above.
- 16.1.4. The Supplier must provide a dedicated point of contact for Value Match to engage with on all matters relating to the Framework Agreement.
- 16.1.5. The Supplier and Value Match will agree joint Customer and utilisation targets as part of the mobilisation meeting.
- 16.1.6. Value Match aims for a partnership approach with the awarded Supplier. The mobilisation meeting serves as a platform to explore how both the Supplier and Value Match can collaboratively increase the uptake and usage of this Framework.
- 16.1.7. It is expected that the Supplier and Customer will take a 'partnership' approach to their relationship. This will help facilitate value for money, enhance the quality of service and the achievement of social values.

- 16.1.8. The Customer requires an account manager to liaise with the Customer on all aspects of this Contract. It is expected the account manager is to meet the customer termly to discuss any service-related topics, any KPI fulfilment, ongoing issues, and future planning, or at a time as agreed by both parties.
- 16.1.9. Over the life of the Contract the appointed Supplier must be flexible and adapt to changing needs of the Customer during the Contract period.
- 16.1.10. The Supplier must be initiative-taking to keep the customer up to date with new concepts and market information with the information shared with the Customer.
- 16.1.11. The Customer require an account manager to consult with the designated individual Site Contact which will be upon mobilisation of the contract, on all aspects of this Contract. It is expected the account manager is to meet termly, or more frequently if agreed, to discuss any service-related topics, KPI fulfilment, ongoing issues, and future planning.
- 16.1.12. The Supplier is to provide a single point of contact for the Customer team when reporting complaints with the successful provider able to liaise with any third party in the supply chain on behalf of the Customer when making changes and resolving issues.

16.2. Customer Call-Off Process

- 16.2.1. During Framework Mobilisation, Value Match, and the Supplier will fully define the Customer Call-Off process (i.e. the 'Call-Off Award Procedure').
- 16.2.2. The Supplier will engage with the Customer to promote the benefits of the Framework Agreement.
- 16.2.3. The Supplier will liaise with the Customer to obtain a signed copy of the Call-Off Contract.
- 16.2.4. A copy of the Call-Off Contract must be retained by Value Match, the Customer, and the Supplier.

17. Framework Fees & Supplier Services

- 17.1 Value Match charge a framework fee payable by the awarded Supplier to Value Match.
- 17.2 Value Match are responsible for the collection and distribution of the Framework Fee to HEART Academies Trust.
- 17.3 The framework fee consists of two parts, the Framework Volume Rebate & the Framework Supplier Management Fee.

18. Framework Volume Rebate

- 18.1 Value Match charge a 0.9% volume rebate calculated against the total invoice value of every transaction derived from an awarded Call-Off Contract through the Framework, payable to Value Match.

19. Framework Supplier Management Fee

- 19.1 Value Match will charge a Framework Supplier Management Fee to the awarded Supplier.
- 19.2 Framework Supplier Management Fee can be reviewed after 6 months of the Framework start date on Supplier's or Value Match request. If it is found that the fee amount is not suitable, it can be adjusted
- 19.3 The starting Framework Supplier Management Fee will be £500 per month. This will be a mandatory selection requirement, any suppliers that do not agree to the Framework Supplier Management Fee will be excluded from the competition.

Schedule 2 – Supplier's Tender Response

Question	Title	Word Count	Weighting
1	Terms and Conditions	NA	Pass / Fail
Question			
Please confirm that you will adhere to the Appendix H - HEART Framework Terms and Conditions. The Contracting Authority shall only consider proposed additional clauses to reflect the services to be provided that do not contradict the base terms.			
Guidance			
This will be assessed as Pass or Fail (Yes = Pass, No = Fail). A Fail will result in your response being disqualified and your responses will not be evaluated.			
Response			
Yes ☒ No ☐			
Question	Title	Word Count	Weighting
2	Framework Principles	NA	Pass / Fail
Question			
Please confirm that you agree to the principles of the Framework and that all dealings under the Framework will be underpinned by the principles outlined below. ▪ Value Match Core Values: The Supplier is required to align the service delivery of this Framework with the core values established by Value Match. ▪ Transparency: Operate with transparency, ensuring that all the actions, decisions, services and processes related to the Call-Off Contract are open and easily understood. ▪ Assurance: Provide accurate information and assurance that the products or services delivered meet the agreed-upon standards and specifications. ▪ Efficiency: Adhere to agreed-upon timelines and delivery schedules to ensure that the Call-Off Contract progresses smoothly and meets deadlines. ▪ Communication and Engagement: Maintain open and effective communication and engagement with the Customer address concerns and provide updates on progress on a timely basis. ▪ Knowledgeable: Demonstrate expertise in their field and be open to considering and incorporating different ideas or approaches that may benefit the Customer. ▪ Proactive Approach: Proactive stance in identifying and addressing potential issues or challenges. ▪ Escalation: Clear escalation procedures in place for resolving any disputes, issues, or conflicts that may arise. ▪ Continuous Improvement: Commit to a culture of continuous improvement, striving to enhance processes, technologies, and services throughout the Call-Off Contract.			

- **Adaptability:** Demonstrate a supportive and flexible approach in working with the Customer. This includes being adaptable to changing requirements, addressing client needs promptly, and offering assistance when necessary.
- **Service Delivery:** A commitment to delivering high-quality products or services and adhere to established quality standards and benchmarks.

Guidance

This will be assessed as Pass or Fail (Yes = Pass, No = Fail).

A Fail will result in your response being disqualified and your responses will not be evaluated.

Response

Yes ☒

No ☐

Question	Title	Word Count	Weighting
3	Framework Volume Rebate & Supplier Management Fee	NA	Pass / Fail

Question

Please confirm that you agree to:

- The payment of the Framework Volume Rebate of a 0.9% charge calculated against the total invoiced value of every awarded contract through the Framework.
- The payment of the Monthly Framework Supplier Management Fee.

Guidance

This will be assessed as Pass or Fail (Yes = Pass, No = Fail).

A Fail will result in your response being disqualified and your responses will not be evaluated.

Response

Yes ☒

No ☐

Question	Title	Word Count	Weighting
4	Invoicing	NA	Pass / Fail

Question

Please confirm that you agree the strategy of invoicing set out for the Customer by Value Match:

- The awarded Supplier is to support the Customers invoicing process and will require invoices issued to be clear and concise to reduce the administrative burden of processing invoices.
- The awarded Supplier must be able to provide consolidated invoices at Call-Off contract stage if required by the Customers.
- Invoices must reference to individual purchase order numbers for easy identification.

- If required invoice samples are to be provided to match requirements of the Customer.
- Suppliers will provide electronic invoices as standard.
- The Supplier shall have the ability to receive payment by the following methods:
 - Cheque
 - Debit / Credit Card
 - Government Lodge Card
 - Public Sector Procurement/Credit Card
 - Electronic bank transfer (BACS)
 - Direct Debit
- The Supplier shall ensure that each invoice submitted includes, but is not limited to:
 - Account number
 - Supplier order number
 - Customer's order reference
 - Product information including description
 - Amount ordered
 - Unit and total price (excluding and including VAT)
 - Delivery address
 - Contact name

Guidance

This will be assessed as Pass or Fail (Yes = Pass, No = Fail).

A Fail will result in your response being disqualified and your responses will not be evaluated.

Response

Yes ☒

No ☐

Question	Title	Word Count	Weighting
5	Provision of Management Information	NA	Pass / Fail

Question

Please confirm that you agree to provide relevant management information to both the Customer and Value Match.

- The Supplier is obligated to provide all requested Management Information outlined in this Framework Document at regular intervals, on or before the 5th working day of every month, to Value Match.
- The Supplier is additionally required to supply the specified Management Information upon a reasonable request by either the Customer or Value Match.
- The Supplier is mandated to provide the Management Information in the form of an Excel file, with appropriate filters in place ensuring ease of use.
- The Supplier is required to document all previous management information within the same Excel file to facilitate ease of access and reference.

Guidance

This will be assessed as Pass or Fail (Yes = Pass, No = Fail).

A Fail will result in your response being disqualified and your responses will not be evaluated.

Response

Yes ☒

No ☐

Question	Title	Word Count	Weighting
6	Relationship Management	NA	Pass / Fail

Question

Please confirm that you agree to work with Value Match and other strategic suppliers to build successful solutions being delivered across the Education Sector and other potential Customers as may be brought within scope over time:

- The Supplier accepts and understands that Value Match and the Supplier are undertaking all aspects of this Framework as a unified single team delivering improved outcomes for all stakeholders of both parties.
- The Supplier will build a joint Customer target pipeline and jointly create an agreed sales approach to maximise uptake of the Framework and other solutions that have been developed.
- The Supplier will jointly agree sales and customer targets which both parties will be jointly accountable to deliver.
- The Supplier will participate in monthly meetings to review service levels, Customer feedback and to agree sales and customer targets.
- The Supplier will utilise the jointly branded templates and tools that have been developed and will be developed to support the successful implementation of this Framework.

Guidance

This will be assessed as Pass or Fail (Yes = Pass, No = Fail).

A Fail will result in your response being disqualified and your responses will not be evaluated.

Response

Yes ☒

No ☐

Question	Title	Word Count	Weighting
7	Marketing, Communication and Customer Engagement	NA	Pass / Fail

Question

Working jointly and collaboratively with Value Match the Supplier confirms that they will allocate resources and support the following activity:

- The Supplier will collaborate with Value Match to co-create marketing information related to the use and benefits of the Framework Agreement. This collaboration

- may encompass using a multi-channel approach such as email marketing, websites, conferences, and social media.
- Build marketing and communication collateral (video, documentation etc.) such as case studies, how to guides and best practice examples.
 - Work collectively with other strategic framework suppliers and Value Match to promote and share opportunities to deliver improved outcomes to Customers and target customers to the benefit of all parties' stakeholders.
 - Attend monthly marketing and communication meetings orchestrated and managed by Value Match attended by other strategic suppliers to maximise uptake of solutions and agree future targets and activity.
 - Promote solutions whenever practical and practicable, maximising digital tools and social media.
 - Work within the general guidance, templates and key messages agreed in the strategic approach to marketing and communications.

Guidance

This will be assessed as Pass or Fail (Yes = Pass, No = Fail).

A Fail will result in your response being disqualified and your responses will not be evaluated.

Response

Yes ☒

No ☐

Question	Title	Word Count	Weighting
8	Supplier Offering	NA	Pass / Fail

Question

Please confirm that you are able to offer to the Customer both new and refurbished devices, at low, medium and high speeds, from a minimum of two manufactures.

This is to enable the Customer to receive a flexible and unbiased offering, while ensuring all requirements across multiple sites can be met.

Guidance

This will be assessed as Pass or Fail (Yes = Pass, No = Fail).

A Fail will result in your response being disqualified and your responses will not be evaluated.

Response

Yes ☒

No ☐

Question	Title	Word Count	Weighting
9	Leasing	NA	Pass / Fail

Question

Please see Appendix A: Clause 16.3. to understand the principles required to pass this question.

The Supplier's lease partner must offer option-to-purchase following the end of the leasing period, however it will not be mandatory to purchase upon expiry of the lease.

Please provide a copy of the lease agreement terms and conditions you are proposing to use as part of this Contract.

The leasing agreement terms and conditions must represent a fair and balanced approach.

The Trust reserves the right to accept or decline the requested additional terms. Any terms that contradict the base terms will be rejected.

Guidance

This will be assessed as Pass or Fail.

Information provided and meets the requirements as outlined, proposing a balanced, fair and reasonable set of terms and conditions under which to operate the contract. Minor adjustments are acceptable = Pass

Information not provided or Information provided does not meet the requirements as outlined and or do not propose a balanced, fair and reasonable set of terms and conditions under which to operate the contract. = Fail

A Fail will result in your response being disqualified and your responses will not be evaluated.

Response

Yes ☒

No ☐

Qu. 10 – Customer Implementation

Question	Title	Word Count	Weighting
10	Customer Implementation	2500 words	10%

Question

Please demonstrate in detail, your approach to Customer Implementation.

Guidance

Please demonstrate your approach to how you would implement the Service to the Customer seamlessly, including:

- Your approach to the print audit ensuring the most cost effective and sustainable solution is proposed
- How you develop and maintain a long-term relationship with the Customer through account management
- How you manage installation for a Customer with multiple sites, causing minimal disruption
- Training approach and materials available

If supporting documentation is required for your response, please attach them as a separate Appendix. No more than a maximum of three additional documents may be submitted, and any further documentation will not be scored as part of your response.

Response

Implementation Approach

Our project management methodology is proven to deliver on time, and on budget. Our Consultants and Project Managers are all registered Prince2 and ITIL Practitioners.

We take the following steps to ensure a seamless implementation:



Step 1: Team Members

Well defined roles and responsibilities are essential to a successful implementation. We will provide a dedicated project team:

Account Manager - manages the Contract throughout the project implementation and thereafter.
Project Manager - co-ordinates the installation project.
Professional Services Consultant - scopes and designs the Print Management Solution and manages all technical aspects.
Logistics Manager – manages all device deliveries and installations.
Client Training Officer – organises all training.

We would require each Framework customer to assign staff to the following key project roles:

Project Manager - to act as a single point of contact during the implementation phase.
Client IT - To facilitate the technical aspects of the project.

Step 2: Project “Kick-Off” Meeting

We would immediately mobilise our project team and arrange a Kick-Off meeting. At this meeting, we would determine the key stages required in the Implementation Plan.

Step 3: Audit

Our Audit team would conduct a print audit to ensure the most cost-effective and sustainable solution is proposed

Our detailed Audit allows us to identify opportunities for device rationalisation and provides us with the necessary information to recommend the most appropriate fleet –ensuring that our customers have “the right device in the right place”, maximising printing efficiencies and user satisfaction as well as cost and environmental savings.

Our Audit Process:

- We carry out visits across each floor/building, visiting every copy/print output device and record - Make/Model/Usage Page/Full Configuration/Finishing Capabilities and the ratio of devices to users.
- We record feedback from users to uncover any particular issues or challenges relating to their current copying/printing/scanning methods. User comments covering possible improvements would also be recorded.

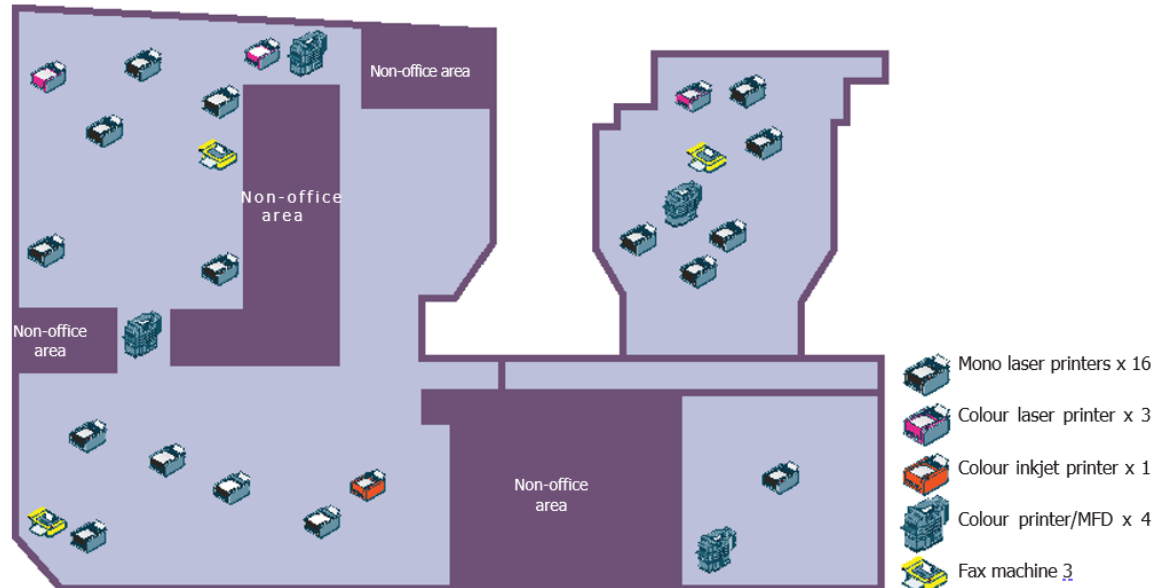
- Before and After floor plans (see example below) are completed:

Audit Reports

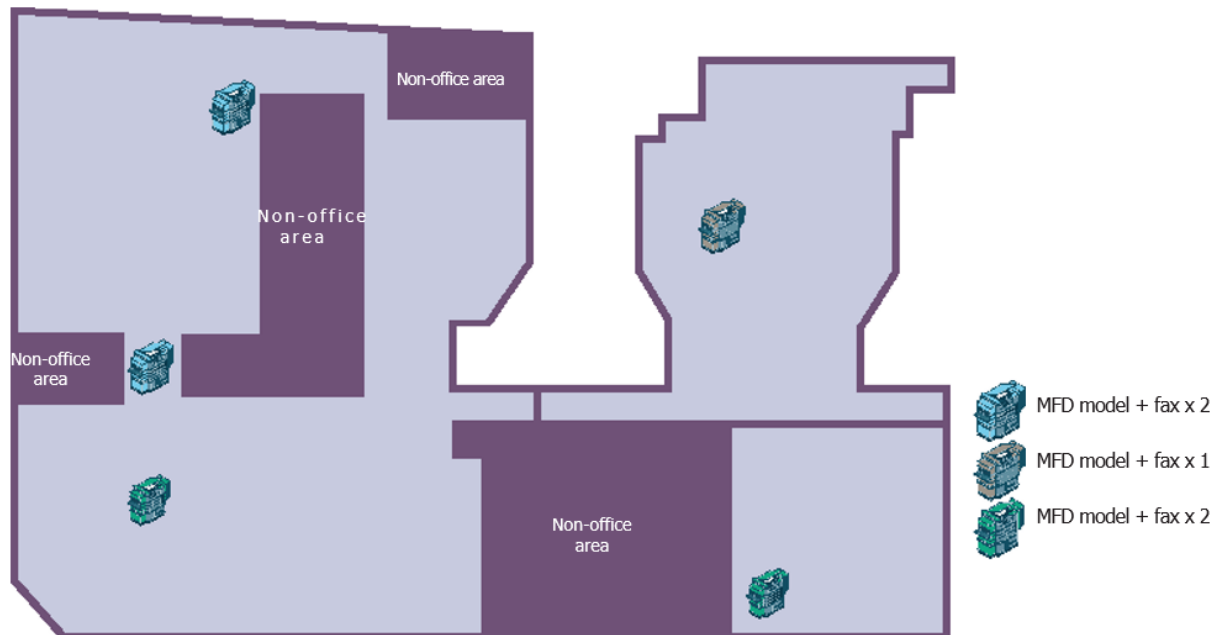
Typical Device and Print Audit report – current and proposed.

Report includes device locations, numbers, page volumes and costs.

LOCATION 1 (4TH FLOOR) - CURRENT



LOCATION 1 (4TH FLOOR) - PROPOSED



- We capture usage information from the output device(s) by collecting the ‘Usage Page’ or similar from each model.

- A cost analysis of the current fleet is also carried out using average industry consumables pricing or if available accurate information detailing toner pricing, relevant service, as well as current copy and print charges.

We then produce a detailed “Discovery Report” and from this work with our customers to ensure that the most appropriate solution is recommended for each location.

Step 4: Statement of Work (SoW)

We draw up an agreed SoW which defines, formalises and clarifies the responsibilities of all parties to ensure a successful implementation.

The SoW also defines the scope of the project and as such is an important tool in change control.

Step 6 – Pilot – Hardware and Software Testing

We will carry out a pilot of the proposed solution at the customer’s site to test all applications and identify any risks which require action from either party to resolve prior to an agreed final roll out.

Step 5 - Pre-Implementation and Device Pre-configuration

We will complete all project pre-requisites including ordering of devices, peripherals and software licenses, as well as communications with users and confirm the specific install date(s).

Pre-configured devices before shipping - Prior to shipping and implementation, our Workshop Engineers will pre-configure devices to the client’s specific requirements.

At the Pre-Implementation stage, we will work with the client to create a **Risk Register**.

Step 7 - Installation

The new devices would be rolled-out on dates and times discussed and agreed with the customer.

All packaging and waste materials will be removed from site on each installation and returned to our Recycling Centre.

Step 8 - Training

Our engineers would provide basic “green button” training which would be followed up by more in-depth training by our Client Support Team.

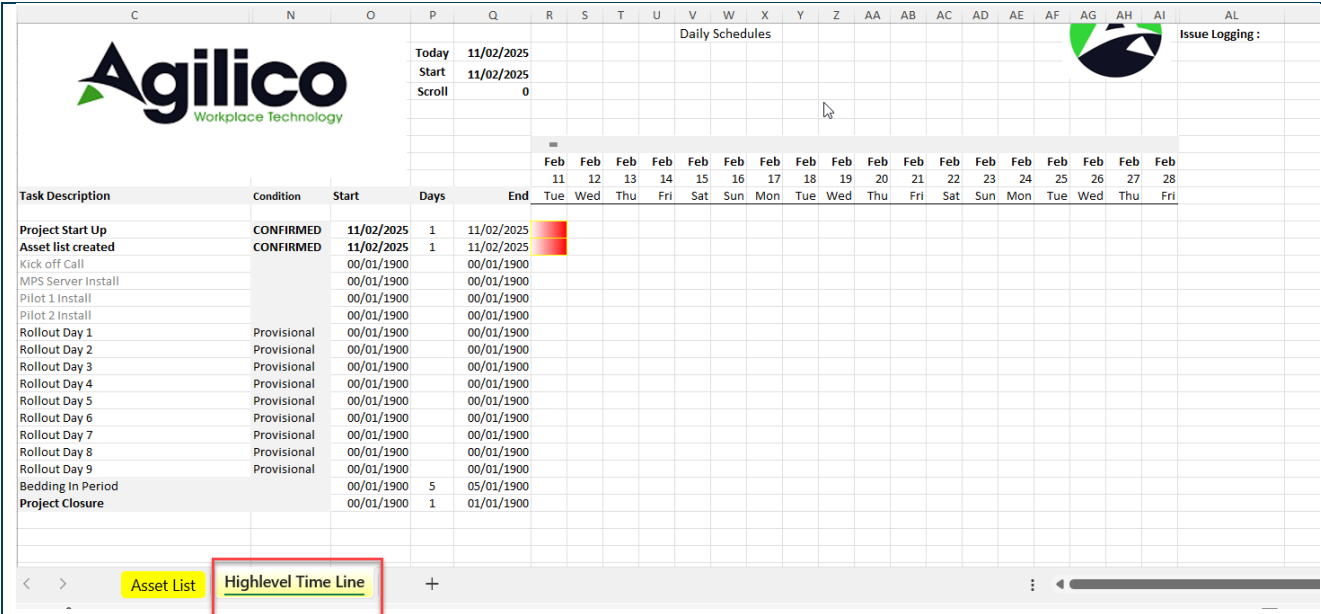
Step 9 - Project Close

Only when the steps above are complete and the customer is fully satisfied with the solution, will we formally close the project phase and treat the Contract as “business as usual”.

Our Account Manager and support team would then conduct review meetings to ensure the customer’s continuing satisfaction.

Project Plan

Our Project Manager would produce a Project Plan detailing key milestones, timescales and outputs. See snapshot below:



The link below shows an example of a typical Project Plan:
[Example Project Plan 2024.xlsx](#)
We have also included a link to our Professional Services Engagement Process which outlines the process our Professional Services team takes to the implementation of the solution:
[Agilico Professional Services Engagement.pptx](#)

Implementation Communication

At the Project start-up phase, we would agree the most effective communication strategy with the customer, which could include weekly Project status reports, conference calls, onsite meetings or a combination of all of these. Our Project Manager and the customr’s Project Manager would agree on the most suitable communication channel.

In addition, internal communication with our Project Team is managed by our Project Manager through a Microsoft Teams channel which includes tasks that require to be carried out by our team within specified timescales.

Multi-site installations

The process outlined above is the approach we take whether it is a single or multiple site installation. We have vast experience of multi-site installations. Our effective planning approach ensures our installations are carried out with minimal disruption to the client. Unlike many of our competitors, **we do not use any sub-contractors** on the roll-out of our Contracts. This means that we have complete control over every aspect of the roll-out – ensuring a seamless installation with minimal disruption to our customers.

How we develop and maintain a long-term relationship with the Customer through account management

We are aware that our customers are looking for a supplier to **work in partnership** with – a supplier who has a strong customer focus, consistently delivers excellent service, provides value for money and has an ethos of getting it right first-time every-time. With Agilico, that’s exactly what our customers receive. We are the partner immersed in the detail and engaged at all levels. We will be:

- proactive in advice and engagement
- proactive in support

- **proactive in review**
- **driving constant improvement.**

We will deliver a best in class, managed document service with security, efficiency, flexibility, sustainability and agility at the core of the design.

The success of our customers' contracts will be measured not by make and models, feeds and speeds, but by how much time & effort we save in process, how much waste we remove (CO2/Paper spend) from process and platforms, how much we enhance the agility and flexibility of services, how we leverage key systems to enhance workflow and deliver tighter compliance, and how much more effective the service is to support customer's staff and students.

We will adopt a proactive **Total Account Management approach** and assign a team who will be dedicated to implementing each Contract and ensuring continuous best value throughout its life.

The following roles will be appointed to looking after each Contract:

Contract Representative	Responsibility
Account Manager	Responsible for overseeing the management and ongoing development of the Contract. He/she will organise reports and review meetings with the support of our Account Management team to ensure our performance is continually measured against and meets/exceeds agreed KPIs. He/she would be the single point of contact for any issues/complaints. In the unlikely event that any issue/complaint was not addressed to the client's full satisfaction, we have a formal Complaints Process, which forms part of our ISO 9001 standard and guarantee to respond with a resolution within 48 hours.
Project Manager	Responsible for co-ordinating the implementation of the agreed Solution, tracking and reporting on progress.
Logistics Manager	Arranges the installation and commissioning of new contract equipment and software prior to a formal hand-over to field service teams for on-going support.
Professional Services Consultant	Responsible for the installation of all Print Management software, the Pilot device installation and the primary configuration of the solution along with acceptance testing and IT system administrator training on the solution.
Client Training Officer	Responsible for on-site operator training on hardware and software as well as providing training guides.
Service Manager	Responsible for managing the respective Service Team - ensuring that they maintain a high-level of service in line with clearly defined Service KPIs and SLAs.

Our Total Account Management approach enables us to work closely with key stakeholders and focus on making continuous improvements throughout the life of the contract.

Our commitment to ensuring that our solution meets customers' requirements throughout the contract period centres on three key pillars:

- **Regular monitoring**
- **Proactive adjustment (flexible and adaptive to changing needs)**
- **Continuous communication**

Regular Monitoring

Through our monitoring tools, we can continuously monitor the status and performance of the fleet. These tools provide real-time insights into device usage, health status, and potential issues. They automatically capture and update metrics like print volumes and device uptimes, so we can track performance, anticipate needs and recommend adjustments to meet any new or evolving requirement

Proactive Adjustment

Our Account Manager proactively works with the client to ensure they continually have the optimum fleet.

As we gather data from our monitoring tools, we will regularly analyse trends and performance to identify opportunities for optimisation. This could include adjusting the printer fleet mix, identifying areas to reduce print volumes or switching devices based on usage patterns. Our proactive approach ensures that the print infrastructure evolves in step with the client's changing needs.

Continuous Communication

Open and regular communication is key to meeting changing requirements. We'll establish a clear line of communication, including regular meetings to discuss performance, challenges, and potential improvements such as recommendations on moving fleet devices around depending on usage, highlighting high usage etc. We're also committed to promptly responding to any alerts or issues raised by the client or detected by our monitoring systems.

By combining these strategies, we can assure the customer that its print infrastructure will continually adapt to its dynamic environment and consistently meet its requirements throughout the contract period.

Reviews / Performance Reporting

Our Account Manager provides detailed Management Information Reports and co-ordinates regular review meetings. These will be termly or more frequently, as required.

These Review meetings are an ideal platform to discuss our overall Contract Management performance.

In addition to reviewing what is effectively past performance, these regular meetings will provide an excellent opportunity to look forward and plan ahead in line with all of the following:

- **Shared best practice** – we would highlight any new products, services, initiatives or working practices which would enhance the capabilities of the customer's device fleet and increase staff and student experience.
- **Short term rentals for specific projects.** If customers require additional devices for short term projects, we would be delighted to discuss a short term, direct rental for the facilities required.

- **Seminars** – which we would hold on a regular basis and which we could open to include staff and students with an interest in workplace technology and how different manufacturers see it evolving.

Reports

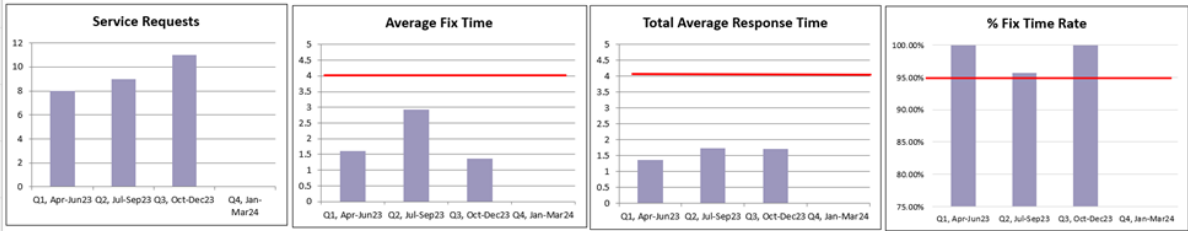
Our Account Manager will provide detailed analysis of our Management Information Reports. In this section we have set out details of 3 different report types:

- **Field Service KPI Reports**

We will use the reports produced from our Service Management System to measure and report on our performance against agreed Framework KPIs/SLAs. Example shown overleaf:

Quarterly Service Figures	Target	Q1, Apr-Jun23	Q2, Jul-Sep23	Q3, Oct-Dec23	Q4, Jan-Mar24
Service Requests		8	9	11	
RTF		0	2	0	
Total Average Response Time	4	1.37	1.72	1.70	
Average Fix Time	4	1.61	2.94	1.37	
% Fix Time Rate	95%	100.00%	95.67%	100.00%	
% Product Uptime	97%	99.91%	99.71%	99.77%	

Please also find below a link find to an



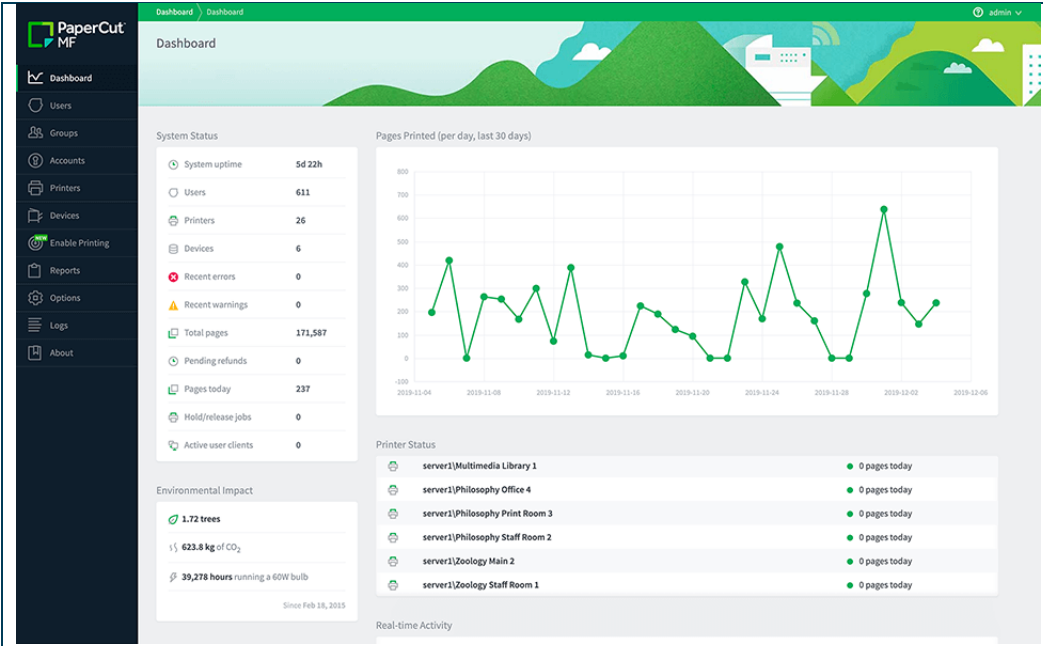
example of a typical Key Performance Management Report.

[Example KPI Report - Value Match.xlsx](#)

- **Print Management Software Reports**

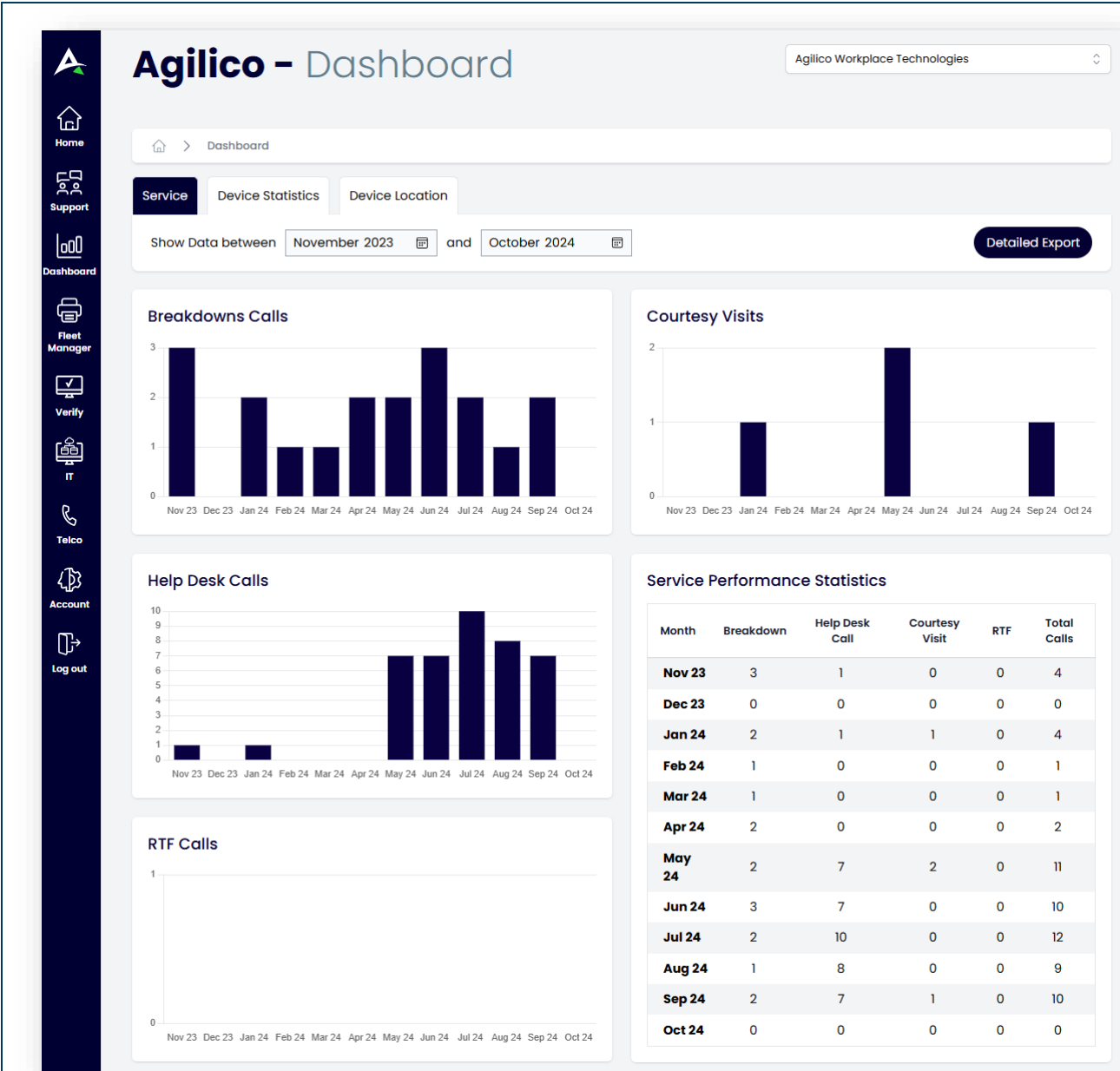
A variety of reports, charts and interfaces are available from our proposed Print Management Software solutions via a comprehensive reports' generator.

Since all activity is monitored, it is possible to report on users, departments, cost centres, devices, costs, usage trends and environmental statistics:

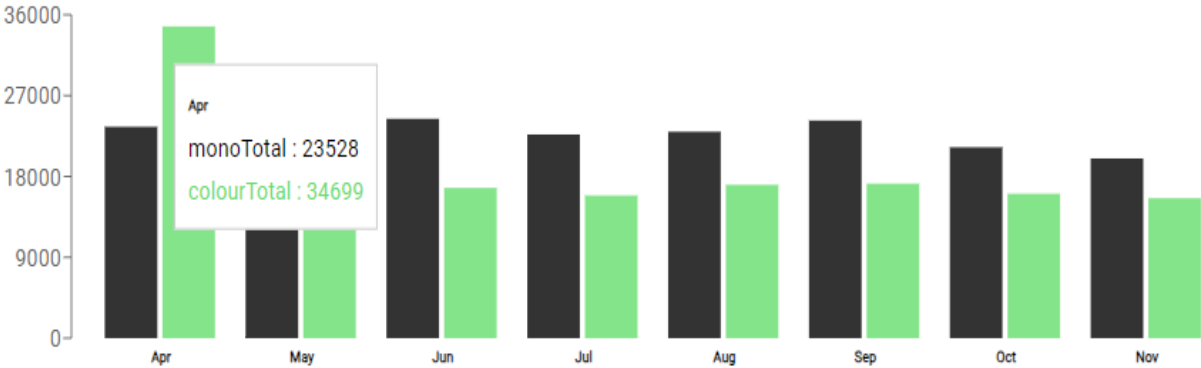


• Customer Portal Reports

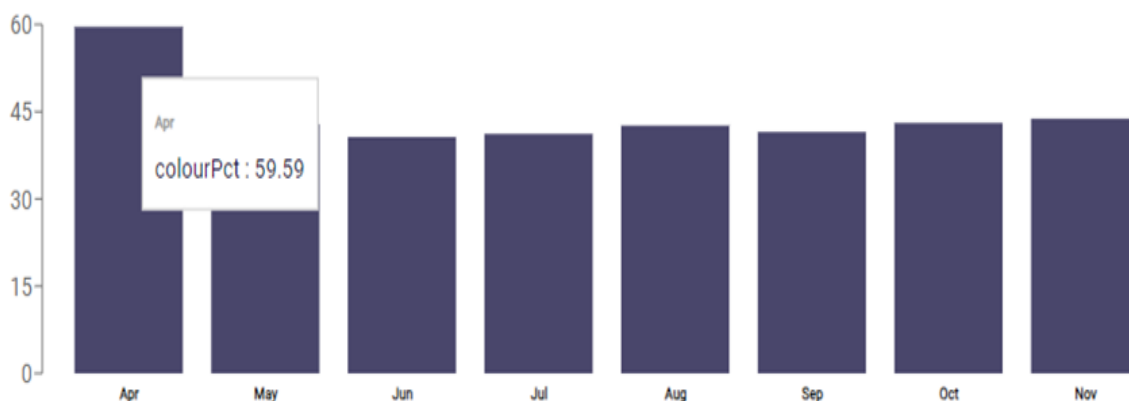
The client will receive their own customer portal where meter readings, engineer visits, consumables, invoicing and service reporting can be accessed 24/7 365 days per year. See example screenshots below:



Mono/Colour Volumes



Colour % against Total Volume



the commencement of any new contract.

We appreciate how vitally important user training is and our training provision will be measured in achievable outcomes and client satisfaction.

Our training outcomes include:

- Accelerating buy-in by helping with initial concerns or questions
- Equipping "Key Users" to ably assist others by creating "in-house" expertise
- Sharing in-depth knowledge on the features and functionality of the MDs and software installed
- Making even better, more efficient use of device functionality and streamlining processes
- Reinforce Print Objectives
- Assisting with the impact on helpdesk calls and elimination unnecessary engineer calls being placed
- Minimising downtime and maximising productivity

At post-Contract Award stage, our CTO will work with the client's identified key staff and engage with them as early as possible to fully understand their training requirements and then design a bespoke Training Plan to suit their specific needs.

Super Users

We promote the appointment of super users, who together with the client's IT staff will become the customer's in-house expertise. We invest heavily in training this community of users so that they are equipped to ably assist other colleagues.

Our approach to Training:

Training during the Pilot

The customer's IT Team and nominated members of staff will receive training on our proposed hardware and software during the Pilot phase.

Green Button Operator Training

Green Button Operator Training will be provided immediately for each new MFD installation by the engineer(s) installing and connecting the equipment.

In-depth training

Green Button training is followed up by **in-depth training** by a member of our CTO team.

Our detailed in-depth training will ensure that users quickly achieve maximum productivity from the new hardware/software.

We can also offer additional ways to support customers' training requirements as follows:

	Content Outline
Pre-install	A 'Proof of Concept'/pilot area can be established with organised groups of key staff attending for structured training throughout the day, to cover all key issues and content, well in advance of the new print solution ensuring a smooth roll out.
Pre-advertised training slots	Users can be emailed in advance, notifying the time/place of our trainer in a centralised location.
Seminars	We can carry out training in a classroom environment with staff and students at fixed times.
Floor Walking	Our Trainers can "floor walk" to ensure a proactive approach to tackling more reluctant new users – answering on the spot queries and giving introductory training.
Online Training slots	To ensure that users do not miss out, we can offer online training slots.

Training Material

Quick start guides embedded within the devices are available - Users will have access to a number of quick start guides, all easily available through the device's intuitive interface.

Complete Training manuals available electronically - We will provide all training manuals in electronic format.

Bespoke support and training material can also be provided for inclusion on the client's intranet. This can be customised by the client and ensures that users have access to useful guides on how to best operate the devices and software.

Video Tutorials

We can also produce bespoke video tutorials which can be stored on the client's intranet for users to access at any time.

All training will be provided FOC

Qu. 11 – Devices New and Refurbished

Question	Title	Word Count	Weighting
11	Devices: New and Refurbished	2500	15%
Question			
Please evidence your offering for both New and Refurbished MFDs.			
Guidance			
Please include in your response: Refurbished Devices: ▪ The refurbished devices you offer within your catalogue ▪ Your methodology of acquiring refurbished machines ▪ How the equipment is refurbished to a like-new standard through a manufacturer-approved refurbishment process ▪ How your refurbishment process is managed and tested, and your quality controls are documented New Devices: ▪ The new devices you offer within your catalogue ▪ The relationships you have developed with your suppliers to enable security and business continuity for the Customer ▪ How you stay ahead with the latest technology to be able to provide the best solutions to the Customer If supporting documentation is required for your response, please attach them as a separate Appendix.			
Response			
As the largest Managed Print Services provider in the UK, Agilico has the capability and capacity to offer a choice of market-leading hardware brands. For this Framework we are proposing: • 3 different brands for our refurbished offering: ○ Ricoh ○ Konica Minolta ○ Canon • 4 different brands for our new device offering: ○ Ricoh ○ Konica Minolta ○ Sharp ○ Lexmark REFURBISHED DEVICES			

As the UK's pioneering Circular-First Managed Print Services (MPS) business, **Agilico ZERO** offers refurbished devices that significantly extend product life cycles. This reduces waste, minimises reliance on virgin materials, and prevents the need for carbon offsetting by avoiding emissions compared to brand new devices. This also results in an immediate positive impact against a customer's Scope 3 Emissions target.

Our **Agilico ZERO** MFD's greatly contribute to our customer's sustainability goals.

They are supplied in 'like new' condition and come with a minimum of 80% of their serviceable life still to be produced.

Please refer to the video link below re. our award-winning **Agilico ZERO** devices:

<https://www.agilico.co.uk/the-greener-way-to-print/>



The refurbished devices we offer

We offer refurbished devices from market-leading brands, **Ricoh**, **Konica Minolta** and **Canon** – which are refurbished in our Refurbishment Centre and sold on as **Agilico ZERO** devices.

All of our **Agilico ZERO** MFDs are covered by our unique Lifetime Guarantee (the Guarantee applies equally to our new and fully refurbished devices) which gives complete assurance that if any MFD or printer does not perform to manufacturer's standards, we will replace it **free of charge**.

Our Unique Lifetime Guarantee

...gives you complete assurance
If your print device does not perform to the manufacturer's standards for the duration of **your guarantee**, we'll replace it **free of charge** with a similar model

...is comprehensive
Includes all aspects of service, repair and maintenance

...is committed
Your device is covered for a **total copy / print volume**, or for the stated term of the Lifetime Guarantee, whichever occurs first.



Playing our part in the Circular Economy

...Good for the planet
Our devices and processes align **with Zero Waste Scotland's** objective of expanding the **Circular Economy**, ensuring resources are valued and nothing is wasted.

We take our Environmental responsibility very seriously and continually strive to reduce our carbon footprint

All of our branches have been assessed and registered by NQA against provisions of: **ISO 14001:2015**



Reduce | Reuse | Recycle

All of our experience confirms that the print engines in the MFD's which we supply have reached the point where they are as good as they are ever going to be and any improvements in new devices are largely related to cosmetic changes and updated firmware.

With an almost identical feature set as new devices – especially when regularly updated Print Management software is controlling and managing the output production of the fleet – **Agilico ZERO** devices are:

- **better for the environment**
- **better for the circular economy**
- **better value for money than new equivalents**

We have been awarded a PrintIT Award for Environmental Excellence in recognition of our commitment to sustainability, particularly our **Agilico ZERO** devices.

<https://www.agilico.co.uk/agilico-celebrates-printit-award-for-environmental-excellence-2024/>



Agilico has proudly been recognised with the PrintIT Award for Environmental Excellence 2024.

This recognition is a testament to our commitment to sustainability and our efforts to lead the managed print services sector towards a greener, circular-first future.

Our methodology of acquiring refurbished machines

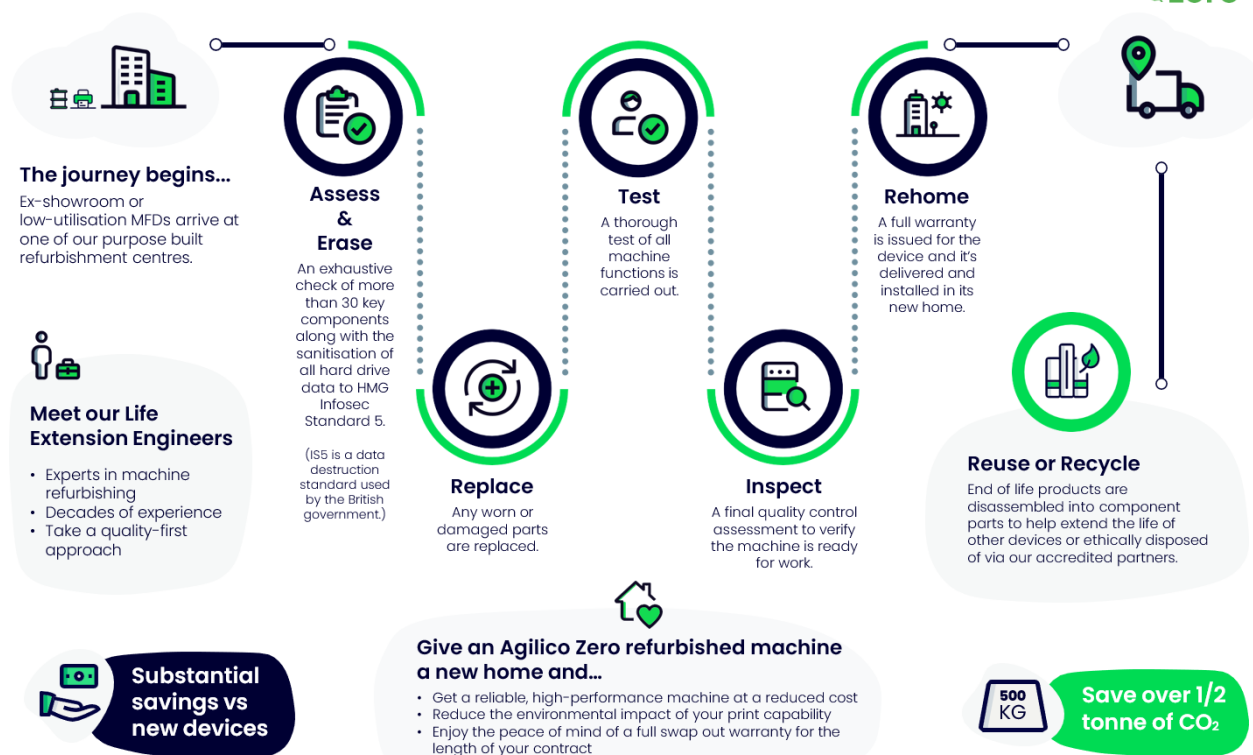
Agilico has agreements with a number of Original Equipment Manufacturers for the supply of new equipment, and in 2024 we became **the only partner in the UK** with formal supply agreements with Ricoh, Konica Minolta and Canon for used equipment.

These agreements provide Agilico with a minimum of 400 high-quality, lightly used devices every month and these are shipped directly to one of our national refurbishment centres where devices are inspected, refurbished, tested and turned into our **Agilico ZERO** proposition.

How the equipment is refurbished to a like-new standard through a manufacturer-approved refurbishment process

The following image outlines the process our **Agilico ZERO** devices go through in our Recycling Centres:

Agilico Zero Choose a 'like new' device with confidence



We would also refer you to the following video links which outlines our stringent refurbishment process and partnership with our manufacturers Ricoh and Konica Minolta.

The same partnership applies to our partner, Canon. Our manufacturer suppliers have all fully endorsed/approved our refurbishment processes:

<https://www.agilico.co.uk/ricoh-and-agilico-growing-sustainable-partnerships/>

<https://www.agilico.co.uk/agilico-konica-minolta-celebrating-50-years-of-partnership-and-sustainability/>

See quote below from the CEO of Konica Minolta re. our refurbished devices.

There is nobody else in the UK that comes anywhere close to the level of commitment and investment and focus on value proposition with their refurbished business

CEO, Konica Minolta UK

How our refurbishment process is managed and tested, and our quality controls are documented

We would refer you to our Refurbishment Guide – which clearly outlines our refurbishment process and how our quality controls are documented.

[Agilico Zero Refurb Guidance-0924.pdf](#)

What follows is an extract from this Guide, which shows the detailed checks our **Agilico ZERO** devices go through before being ready to be sold to our customers:

Agilico Zero Refurbishment Form



Device Suitability Inspection

- ☐ 1. Check machine meters are below model suitability limits.
- ☐ 2. Visual inspection of machine exterior.
- ☐ 3. Test all cassette/manual feed/duplex paper feed paths using A4/A3 paper.
- ☐ 4. Print colour/mono samples from the copyboard glass and through the document feeder.
- ☐ 5. Print out P-print from the device for durable life counters.
- ☐ 6. Test network print / scan and fax communication functionality.
- ☐ 7. Check Error/Jam/Alarm logs for faulty component issues

Dismantling Process

- ☐ 8. Remove all panels for washing and drying.
- ☐ 9. Remove glass and scanner assembly.
- ☐ 10. Remove all paper cassettes for washing drying.
- ☐ 11. Remove intermediate transfer belt assembly.
- ☐ 12. Remove drum / developer unit draw assembly.
- ☐ 13. Remove all paper pickup assemblies.
- ☐ 14. Remove vertical registration guide plate.
- ☐ 15. Remove registration patch sensor and shutter assembly.
- ☐ 16. Remove laser assemblies.
- ☐ 17. Remove fuser assembly.
- ☐ 18. Remove 2nd / 3rd paper delivery assembly.
- ☐ 19. Remove 1st paper delivery assembly.
- ☐ 20. Remove right hand door assembly complete with secondary transfer/registration assembly.

Machine Chassis

- ☐ 21. Vacuum all loose toner, dust and debris.
- ☐ 22. Clean chassis, circuit boards and drive train with air compressor.
- ☐ 23. Inspect paper pickup, drum, developer, fuser and delivery drive assemblies for any wear or damage.
If A part is damaged within a drive assembly replace the assembly not the damaged part.
- ☐ Assembly replaced?

Component Assemblies & Reassembly

Parts with a life of 80% or below will be reused, providing they pass a visual inspection and did not cause a fault during pre-testing.

- ☐ 24. **Panels & cassettes** – Wash all panels & cassettes inside and out, and dry in rack. Replace any damaged panels
- ☐ 25. **Scanner** – Inspect mirrors, lamps and clean with lint free cloth and compressed air.
Lubricate scanner rail and reinstall.
- ☐ 26. **Toner Hoppers** – Check seals and shutters for damage. If damaged replace hopper.
- ☐ 27. **Registration paper sensor shutter assembly** – Clean with cloth and compressed air, and check shutter action. Reinstall.
- ☐ 28. **Vertical registration guide** – Replace vertical registration guide.
- ☐ 29. **1st Paper delivery Assembly** – Clean with cloth and compressed air. Clean delivery roller, if worn replace assembly. Reinstall
- ☐ 30. **2nd/3rd Paper delivery assembly** – Clean with cloth and compressed air. Clean all rollers, if worn replace individually. Reinstall
- ☐ 31. **Laser assemblies x2** – Open assembly, clean mirrors and polygon mirror with lint free cloth and compressed air. Reinstall
- ☐ 32. **Paper pickup assembly** – Clean with cloth and compressed air. Replace vertical path roller and all feed tyres. Reinstall
- ☐ 33. **Fuser assembly** – Clean with cloth and compressed air. If required, Replace UFF, LFR, Bearings, Anti Curl Roller, bushings.
Lubricate cams and inspect drive gears, replace parts individually if required. Reinstall
- ☐ 34. **Right hand door assembly** – Clean with cloth and compressed air.
Replace duplex rollers and secondary transfer/registration assembly. Reinstall
- ☐ 35. **Intermediate transfer assembly** – Clean with cloth and compressed air.
If required, Replace transfer belt, drive rollers, bearings and transfer cleaning assembly. Reinstall
- ☐ 36. **Drum / developer draw assembly** – Vacuum out assembly, then clean with cloth and compressed air.
Replace drum units and inspect developer units. Reinstall
- ☐ 37. **Panels & cassettes** – Check panels and cassettes are dry. Reinstall.
- ☐ 38. **Mains power lead** – Replace mains power lead.

Please ensure all replaced parts are detailed on page 2 of this form.

Agilico Zero

Refurbishment Form



Testing Process

- ☐ 39. Complete visual inspection of machine.
- ☐ 40. Perform electrical safety checks.
- ☐ 41. Developer units – If developers were replaced stir and initialise specific unit.
- ☐ 42. Confirm door settings are retained in service modes
- ☐ 43. Reset durable counters for replaced parts.
- ☐ 44. Update firmware to latest version.
- ☐ 45. Set up white levels from glass and through document feeder.
- ☐ 46. Perform full Auto Image Graduation
- ☐ 47. Check copy quality with correct test chart, B/W, Colour, Single Colour.
- ☐ 48. Check Image alignment is within specification from copyboard glass, doc feeder, single sided, duplex, all paper sources.
- ☐ 49. Device completed 2 runs of 500 prints using A4 shared across all paper sources.
- ☐ 50. Device completed 2 runs of 150 prints A3 across all paper sources.
- ☐ 51. Check print quality throughout runs.
- ☐ 52. Connect to network. Print test page. Scan to folder.
- ☐ 53. Connect to telephone. Send and receive documents.
- ☐ 54. Clear Error / Jam / Alarm logs.
- ☐ 55. Run DOD Standard Hard Disk Drive Data Clear Down.

Final Preparation

- ☐ 56. Green Agilico Zero service sticker applied with correct serial number.
- ☐ 57. Check device has suitable toner levels
 - Black
 - Cyan
 - Magenta
 - Yellow
- ☐ 58. Card reader activated (if required)
- ☐ 59. Latest card reader drivers loaded (if required)
- ☐ 60. Jessie the Jellyfish book (if supplied to a primary or nursery school)
- ☐ 61. Labelled for customer (if sold).
- ☐ 62. Meter reading on top of machine
- ☐ 63. Clean screen

NEW DEVICES

The new devices we offer

We are offering a range of Multi-functional devices (mono and colour, A4 and A3) – ranging from entry level to 90ppm very high volume (VHV) devices for print room environments along with Printers (mono and colour, A4 and A3) from the following market-leading brands:

- Ricoh
- Konica Minolta
- Sharp
- Lexmark

We have a long heritage of partnering with these brands – who are all committed to manufacturing high-quality and innovative products. They all design their products with sustainability in mind with all devices coming with built-in environmental features.

Our customers can therefore rest assured by selecting any of these brands to meet their hardware requirements, they will be implementing market-leading, high-quality technology that has a proven record for customer satisfaction.

HYBRID MODEL – BLEND OF NEW AND Agilico ZERO

Not all customers opt for a complete new fleet or a complete **Agilico ZERO** fleet. We have many customers who have opted for a hybrid model with a blend of new and **Agilico ZERO** devices.

For example, they may require new devices for their Print Rooms and Very High Volume areas and **Agilico ZERO** for all other locations.

We work with our customers to recommend the most suitable solution that best fits their specific requirements.

All of our proposed devices – new or **Agilico ZERO** are able to connect to any of the customer's required devices e.g. laptops, computers, mobiles, tablets.

SUSTAINABILITY BENEFITS FROM EITHER NEW OR REFURBISHED OPTIONS

Choosing either a fleet of new devices, refurbished **Agilico ZERO** devices or a blend of both represents a practical and impactful step for our customers. It offers a simple and effective way to make substantial carbon savings from day one, supporting their sustainability journey.

By partnering with Agilico, our customers gain a solution that not only enhances operational efficiency but also accelerates their progress towards a more sustainable future.

New Devices - A Long-Term Approach to Carbon Reduction

Choosing brand new devices not only generate significant energy savings and efficiency but also supports a long-term sustainable strategy by extending the lifespan of high-quality devices:

1. **Significant Energy Efficiency Gains:** The new MFDs and printers will be much more energy saving compared to legacy fleets. These energy savings contribute directly to reducing Scope 2 emissions (indirect emissions from electricity use), lowering the operational carbon footprint year after year.

Our proposed devices are designed to significantly reduce one of our customer's most substantial costs over the life of the Contract - and that is **electricity consumption**. By addressing this critical factor, our devices deliver considerable financial savings and contributes meaningfully to environmental sustainability, supporting our customer's commitment to reducing its carbon footprint.

2. **Long-term Carbon Benefits:** While the manufacturing of the new MFDs do generate CO₂e, the ongoing operational savings in energy consumption help mitigate this initial carbon impact.
3. **Extended Use Beyond Primary Term:** Our proposed MFDs and Printers robust build quality means that these devices can be reliably retained beyond the typical four/five-year replacement cycle, extending their use. This extended lifecycle avoids the carbon emissions associated with manufacturing a completely new fleet. This decision supports a circular economy approach, reducing the overall carbon footprint by maximising the useful life of existing resources.
4. **Support for NetZero Targets:** Investing in durable, energy-efficient technology is a key step towards achieving NetZero goals. Retaining devices beyond their standard lifecycle minimises the need for frequent replacements, reducing Scope 3 emissions (those linked to the supply chain, including manufacturing). This strategy helps organisations maintain a steady trajectory towards their long-term sustainability objectives.

Refurbished Devices – Immediate impact with Agilico ZERO

By offering **Agilico ZERO** devices, we can help our customers reduce Scope 3 emissions related to the supply chain in several ways:

1. **Reduced Carbon Footprint of Purchased Goods:** Choosing **Agilico ZERO** can significantly lower emissions associated with procurement.

As an example on a recent Contract win for a University client, we proposed a fleet consisting of 130 **Agilico ZERO** devices and 21 new. Below is an extract from our Tender response showing the carbon emission avoidance with our proposed fleet.

CO₂ Emissions Avoidance

69.644 Tonnes

of CO₂ emissions avoided versus a brand-new fleet



That's the same positive impact as planting

3,482 carbon absorbing trees



2. **Energy Efficiency:** Our **Agilico ZERO** devices in most cases also use **less energy** compared to legacy fleets, helping to decrease the indirect emissions associated with product usage, contributing to lower Scope 3 emissions.

See below an extract from a recent University Contract win – showing the substantial CO₂ and financial savings that will be realised by implementing a fleet of Ricoh Agilico Zero devices over their outgoing Xerox fleet:

Energy per Year			
	Electricity KWh	CO ₂ Metric Tonnes	Cost GBP
151 Xerox MFD'S	22806.20	4.807	£6157.44
151 Agilico Zero Devices	13885.97	2.90	£3,749.23
Difference	8920.23	1.907	£2,408.21
Percentage	39.11%	39.7%	39.1%
151 Agilico Zero Devices (EcoMode)	3579.48	0.734	£966.51
Difference (EcoMode)	19226.72	4.073	£5,190.93
Percentage (EcoMode)	84.3%	84.7%	84.3%

The above operating in standard mode offered the customer savings of 39% across Electricity, Cost and CO₂, however when operating in ecomode the savings are the following.

- A reduction of up to 84.3% in electricity consumption
- A saving of up to £5,190.93 (84.3%) in electricity costs (based on 26p per KWH)
- A reduction of up to 84.7% in CO₂ emissions saving up to 4.073 Metric Tonnes.

3. Lifecycle Impact: With the **Agilico ZERO** range, our customers gain access to products with reduced manufacturing and lifecycle emissions. This translates to less carbon impact from the production and disposal phases, aligning with their emphasis on tracking the emissions reductions made by suppliers.

By collaborating with Agilico, our customers can take actionable steps towards more sustainable procurement practices, ultimately supporting the reduction of Scope 3 emissions and advancing their NetZero ambitions.

FLEET MANAGEMENT SOFTWARE

To ensure our proposed devices are managed as effectively as possible, we will provide the customer with Fleet Management software **Free of Charge**. See over the key benefits:



PROTECTIVE MONITORING & MAINTENANCE

Remote monitoring and automated fault alerts ensure that our support team can quickly determine the most effective intervention.



PROACTIVE TONER ORDERING

Supply replenishment is predictive: assessing toner levels, Fleet Management Software will automatically place re-order requests so that toner can be delivered to you.



ELIMINATE ESTIMATED BILLING

Automated meter readings ensure that your invoices are accurate and seamlessly transmitted to our billing on time



ENHANCED STABILITY & SECURITY

Adhering to the industry's highest security standards, Fleet Management Software encrypts all communication and never collects users' personal information



ACCESS USAGE PROFILES

Fleet Management Software also monitors the volume and mono/colour output patterns of each networked MFD – a useful feature when deciding where and how best to deploy your devices.

The relationships we have developed with our suppliers to enable security and business continuity for the Customer

We have partnered with Ricoh, Konica Minolta, Canon Sharp and Lexmark for well over 20 years and built up a first-class working relationship with each of these suppliers.

With each supplier, we have been accredited to the highest partnership standard i.e.



To achieve this level of accreditation you have to demonstrate that you operate to the highest standards in supporting the respective brand and product range.

Regarding “Business Continuity” with our partners, please find attached an example of Disaster Recovery/Business Continuity Plans we have with Lexmark. All of our partners have similar Business Continuity Plans which are shared with us.

[Lexmark Backup and Recovery Program.pdf](#)

[Lexmark Disaster Recovery Program \(Backend Systems\).pdf](#)

Please also see the links below to communications we received from our partners during the COVID and Red Sea issues:

[1. INDIECT Customer Comms \(16 03\).docx](#)

[External Customer Presentation Red Sea Situation 19.01.2024 12pm \(1\) \(003\).pdf](#)

In addition to our partners’ business continuity plans, we have our own comprehensive and robust **Business Continuity Plan** in place which is written in line with the International Standard for Business Continuity Management – **ISO22301:2012** - and the requirements of the International Standard for Information Security Management – **ISO27001:2013**.

Our Business Continuity Plan outlines the processes we have in place to ensure that Agilico can remain functional and continue trading and providing support to its customer base and maintain a “business as usual” stance in the event of a disaster.

Our ultimate business continuity objective is to ensure that we remain open for business should an adverse situation arise.

See link to Agilico’s Business Continuity Plan:

[Agilico Business Continuity Policy \(2\).pdf](#)

How you stay ahead with the latest technology to be able to provide the best solutions to the Customer

Each of the brands we work with are constantly introducing innovative products to their portfolio and as a valued partner with them, they keep us up to date with developments – including organising demonstrations and providing marketing information, which we can share with our customers.

In addition, as new products are released, on-line training is made available to us from the manufacturer. This ongoing training forms part of our “Partner Accreditation” and is included within our internal Business Management System, which is audited externally as part of our ISO 9001 Quality accreditation.

Given that we are a multi-vendor supplier – we are kept up to date with new technology from all of the market-leading brands we supply. This ensures that we are keeping abreast of all new technology available in our sector.

This approach ensures we stay ahead with the latest technology to be able to provide the best solutions to the customer.

During our reviews with our customers, we include a section on “innovation” on our agenda, so that we can use this platform to keep our customers up to date with new technology.

Given our branch network and fully-equipped showrooms, we are then ideally placed to provide demonstrations to our customers on any products that may be of benefit to them.

Qu. 12 – Innovation

Question	Title	Word Count	Weighting
12	Innovation	2000	10%
Question			
Please describe the innovative solutions provided relating to your products and services.			
Guidance			
Your response must discuss innovative solutions in relation to: ▪ The quality and longevity provided ▪ The environmental impact caused through the products and services ▪ Total cost of ownership for the duration of the contract ▪ The service provided ▪ Any other related innovation If supporting documentation is required for your response, please attach them as a separate Appendix. No more than a maximum of two additional documents may be submitted, and any further documentation will not be scored as part of your response.			
Response			
The quality and longevity provided Each of the brands we have promoted are recognised as market-leading in our sector and have been in existence for many years. They all place quality and sustainability at the heart of their business and are renowned for designing quality and innovative products, as is recognised with them winning many awards over the years – including many independent Buyers' Lab Awards. Parts, consumables and non-network accessories will be available for each device model available under this framework for at least five years after their manufacture ceases – ensuring longevity. With each brand we have promoted, we have been recognised with their top partnership accreditation – which is only given to suppliers who demonstrate that they operate to the highest standards in supporting the respective brand and product range. The quality of the products we promote combined with the high-quality of service and support from Agilico guarantees our customers "quality and longevity". Agilico ZERO devices – Lifetime guarantee As stated previously, our Agilico ZERO devices come with a lifetime guarantee, ensuring longevity and qualifies our confidence in the quality of the devices we are maintaining. The Agilico Zero program is an exclusive and innovative partnership program we have contractually agreed with 3 of our suppliers, Ricoh, Canon and Konika Minolta. No other UK print reseller has this in place, it's unique and will help us achieve our goal of being carbon Zero by 2030 and indeed help our clients with their sustainability targets. The environmental impact caused through the products and services Our response to Questions 11 and 15 outlines in detail how our products and services will minimise our customers' impact on the environment. As stated in our response to			

Qu. 15 – each of our proposed brands have been recognised by an EcoVadis Gold or Platinum sustainability standard. These recognitions place our proposed brands between the top 1 to 5% of companies assessed in our industry in terms of sustainability performance.

In addition, our **Agilico ZERO** devices are innovative in our market in terms of minimising their environmental impact as is covered in detail in our response to Qu. 11.

As an innovative/added value offering, we will produce a Carbon Assessment report for each customer procuring our **Agilico ZERO** devices - showing the carbon savings that will be realised from our solution. See link to an example below from an existing school customer:

[Agilico-Zero-Savings-ABCSchool.pdf](#)

The above report shows the CO2 savings only, however there are substantial energy cost savings which will be realised and therefore we will also produce a report showing both the CO2 and electricity cost savings from implementing more energy efficient devices – see example below:

Energy per Year			
	Electricity KWh	CO2 Metric Tonnes	Cost GBP
151 Xerox MFD'S	22806.20	4.807	£6157.44
151 Agilico Zero Devices	13885.97	2.90	£3,749.23
Difference	8920.23	1.907	£2,408.21
Percentage	39.11%	39.7%	39.1%
151 Agilico Zero Devices (EcoMode)	3579.48	0.734	£966.51
Difference (EcoMode)	19226.72	4.073	£5,190.93
Percentage (EcoMode)	84.3%	84.7%	84.3%

*Note: the above example shows our **Agilico ZERO** devices, however, the same report will be produced for our new device offerings.*

Sustainable Print Policy

We will also work with each Framework customer at the commencement of the Contract to create assist them in producing a **Print Policy** to promote environmental best practice.

Our Client Training Officers will also produce environmental posters to encourage users to “think before they print” – see example below:



Total cost of ownership for the duration of the contract

Our **Agilico ZERO** devices will ensure a lower Total Cost of Ownership for the customer given that they are in the region of 30-50% cheaper than new equivalent.

In addition, either or new or **Agilico ZERO** devices will realise substantial savings in electricity costs given that they will be more energy-efficient than outgoing devices.

In support of these savings, we have recently introduced a new innovative **Carbon Reduction Calculator** that our customers will be able to access on our website to allow us to show them the environmental and cost savings that will be realised from their new solution – see below a screenshot from our website showing the questionnaire that customer will be asked to complete to allow us to s

Climate change is one of the most pressing issues facing the planet, and tackling it should be a key priority for us all.

We've developed a powerful new **Carbon Reduction Calculator** designed to demonstrate the environmental benefits of partnering with Agilico. By switching to one of our Agilico Zero eco-friendly devices and choosing a sustainable print contract, your organisation can make measurable reductions in carbon emissions. Whether you're looking to meet sustainability goals, lower your carbon footprint, or simply make more environmentally conscious decisions, our calculator provides a clear picture of the positive impact you can make.

Ready to take the next step towards a greener future? Please complete the steps below and submit your results to receive our Agilico Zero Guide – packed with practical insights and proven solutions to help your organisation reduce its carbon footprint.



Please enter your details

Contact Name (Required)

Organisation (Required)

Email (Required)

Please select the brands for your current MFD and printer fleet

Please select the number of MFD and printing devices you currently have

0

1 Device

100 Devices

Here are your estimated savings with Agilico Zero

Estimated total CO₂e avoided (kg CO₂e)

0

Compared to the manufacture of new devices

Average annual energy savings (kWh)

0

Based on Energy Star TEC ratings (Approx 56% reduction)

Estimated annual energy cost savings (£)

£ 0.00

Based on UK average of 24.5p per kWh unit

Environmental impact in Trees

0

Equivalent positive impact as planting this many carbon absorbing trees once fully grown

Get your FREE Agilico Zero Guide & Audit

Our **Audits** will also ensure the lowest Total Cost of Ownership for our customers. Our audits allow us to make an informed recommendation as to the optimum number and specification of devices required. This may identify opportunities for device rationalisation, helping to drive down costs.

One of the main ways to help reduce costs is by “**changing printing behaviour**” and educating users on reducing printing by using digital alternatives, wherever possible – ultimately driving down costs.

We will work with customers to show how Print Management Software can reduce printing levels by helping to change users’ printing behaviour. Implementing monitoring, quotas and charging are effective ways of drawing users’ attention to their habits, associated costs and environmental impact.

The service provided

We have outlined in detail in our response to Qu. 13 our commitment to providing the highest quality of service and support – however, will provide the following service innovation/added value:

Customer Portal – FOC

As stated previously, our Framework customers will receive their own “best in class” customer portal where amongst many things, faults can be raised, monitored, and device statuses viewed **24/7 - 365 days per year**.

Fleet Management Software - FOC

Our Fleet Management software will provide us with auto alerts for:

- **Proactive Toner Ordering** - At the start of the Contract, a toner threshold level will be agreed - for example, alerts may be set to inform us when toner reaches a ‘20% remaining’ level. When the agreed level is reached, our fleet management software will automatically place a re-order request.

Replacement toner will be labelled with the specific device details and then delivered to the customer.

- **Device Alert Notifications** - A variety of alerts can be configured, including low consumables, paper jams, device error codes, paper tray status.
- **Automated Meter Reading Collection** - Estimated meter invoices will be eliminated with automated meter readings seamlessly transmitted to our billing team, ensuring that your invoices are accurate and on time.

On-site consumables and part stock

To avoid any consumable shortages, we would be happy to set up a process for the customer to hold a buffer stock of consumables and regularly used parts on site.

Call Answering Target

Our internal KPI is to answer 90% of inbound calls within **10 seconds** and to have less than **4%** abandoned calls.

We also have individual set KPIs for our call receivers to answer a certain number of calls per day.

This is monitored throughout the day by our Service Support Desk Manager, Carol Jones to ensure that we are meeting our KPIs. We monitor this by using our own hosted platform – Agilico Connect.

Using Agilico Connect and the wallboard feature we can see both the incoming phone lines to see how many calls have come through to us in the day and how quickly they have

been answered as well as the ability to see individual agent stats to ensure that all of the team are meeting their individual set KPIs too.
Please see below an extract from our Wall Board:

Wallboard					
WAITING	ANSWERED	TIMEOUT	ABANDONED	90% AVG WAIT TIME	TOTAL CALLS
0	100% (30)	-	-	00:04	30

Additional Training

In addition to our approach to training outlined in Qu. 10, we continually interact with Key Staff/Super Users and provide refresher training, as required FOC.

Any other related innovation

Marketing and Communication - supporting Value Match in the promotion of the Framework

By leveraging our established presence in the education and public sectors, we will effectively promote the Framework, ensuring maximum engagement and participation from Member Institutions and the Wider Public Sector.
Examples of marketing/promotional material that could be sent out are shown below:



Click here to view this message in a browser window.



Efficient and sustainable print?

It's easy with Agilico Managed Print Services and **refurbished** multifunctional devices

Sam, here at Agilico, we know that balancing cost effectiveness, environmental responsibility and delivering high-quality education remains an ongoing challenge for schools, higher education, and further education institutions.

The good news is that the right technology can make a **big difference**. And when you combine innovative tech with eco-friendly refurbished hardware – **the impact is amplified!**

Pairing **Managed Print Services (MPS)** with **refurbished Multifunctional Devices (MFDs)** offers a great solution for schools, colleges, and universities. It not only streamlines workflows but also reduces costs and contributes to environmental sustainability.

Discover the 5 advantages of Managed Print Services and how they can benefit your institution.

[Learn More](#)

If you're ready to join us on this journey of sustainability and explore the benefits of refurbished MFDs, please get in touch.

Let's print smarter and greener together!

Click here to view this message in a browser window.



The Education Toolkit

Keep pace with the ever-evolving education sector.

Hi Sam,

Is your institution struggling to keep communication lines flowing with parents and SLTs, safeguard students and staff, and manage documentation efficiently and securely?

Are your teaching staff taking advantage of modern, interactive and engaging teaching tools?

We'd like to introduce you to **The Education Toolkit**, a cutting-edge suite of solutions designed to ensure your institution can continue to deliver effective teaching activities and maintain efficient operations, amidst a landscape of rapid and continuous change.

[Find Out More](#)

[Download the Education Toolkit](#)

With our experience in the Education Sector, our Marketing Team have already created a lot of marketing and communication collateral such as case studies, how to guides and best practice examples.

We would refer you to a link to our website showing case studies from many education sector customers:

<https://www.agilico.co.uk/customer-stories/#education>

Access to other sustainable solutions

Whilst our core business for over 40 years has been the supply and service of **Managed Print Solutions**, we have 3 other divisions as follows:



Automated Invoice Processing

Automatically capture, extract, route and post invoices into your finance system, with Verify automated invoice processing...



Cloud VoIP Telephony

Make sure your teams and customers stay connected and collaborative from anywhere, with Agilico Connect cloud VoIP telephony...



Agile Working

Give your employees the power to work anywhere with hybrid mail technology, digital mailroom systems, remote printing and more...

We would be delighted to provide presentations on the above innovative solutions which could help our Framework customers work smarter and more sustainably.

Qu. 13 – Customer Service and Maintenance

Question	Title	Word Count	Weighting
13	Customer Service and Maintenance	2000	10%
Question			
Please demonstrate your approach to Customer Service and Maintenance for the duration of the Contract.			
Guidance			
Your response should include: ▪ Your approach to providing and maintaining excellent Customer Service, with metrics to support ▪ Your approach to ensuring all regions within the United Kingdom are able to be serviced to the same standard, including providing preventative maintenance and responding to Call Outs, with evidence of national reach ▪ Your robust procedures relating to risk management and quality assurance No appendix or additional documents can be submitted to this question as any additional documents will not be scored as part of your responses. Images are permitted within your response.			
Response			
Our approach to providing and maintaining excellent Customer Service Agilico holds the NQA Certificate of Registration for ISO 9001:2015 – Quality Management System which covers the installation, repair and maintenance of office equipment and will deliver a comprehensive Information Technology Infrastructure Library (ITIL) compliant maintenance and support service to all customers using the Framework. Agilico will fully comply with all Framework KPI targets. Agilico are the industry experts in the education sector, looking after more than 1,500 schools across the country. See below just some of our Education Sector customers... 			

Our approach to ensuring all regions within the United Kingdom are able to be serviced to the same standard, including providing preventative maintenance and responding to Call Outs, with evidence of national reach

As can be seen from the map across, we have branches and service centres throughout the UK with a total of 130 fully-qualified engineers spread throughout the Country. This level of resource ensures that we are able to provide the same high standards of service to all regions in the UK.

All of our branches are staffed by people who live locally and understand the geography and logistics of the area and are ideally located to provide the highest quality, local and speedy response to all of your service and support requirements. Our copy cost charge includes service and support, both on-site and remote from 8.00am to 5.30pm Monday to Friday and is available for the full duration of the Contract. Calls out with this time e.g. evenings and weekends can be logged either through our website or via our online customer support portal.



Engineers' experience

We continually develop and train our staff accordingly and keep up to date with the advances in hardware and software in our fast-moving marketplace.

We have the top Certified Partner accreditation with each of the brands we will supply on this Framework. As stated previously, these accreditations recognise those dealerships that operate to the highest standards in supporting the respective brand and product range. As new products are released, on-line training is made available from the manufacturer. This ongoing training forms part of our "Partner Accreditation" and is included within our internal Business Management System, which is audited externally as part of our BS ISO 9001 Quality accreditation.

Our IT Service Engineers are all PaperCut and uniFLOW Certified Technicians and qualified to MCP and MCSE level with many years' experience in supporting our Managed Print Service and Print Management Solution Contracts.

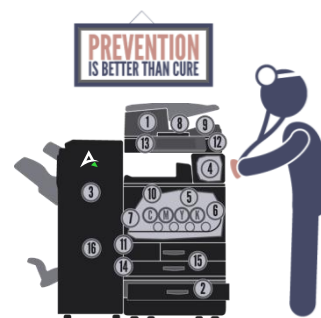
Our Professional Services and Technical Architect staff are all accredited to Prince 2 and are also fully certified PaperCut Print Management software solution technicians.

Device reliability and preventative maintenance programme

In an effort to maximise device uptime and ensure reliability, we provide:

Effective Training for Users - We provide end users with thorough training on the devices and any associated software and promote the development of “Key/Super Users” to deal with some of the more common and easily rectified device operational issues that arise. This is often the quickest way of resolving the issue and ensures maximum device uptime.

Preventative Maintenance (PM) Checks – Our engineers carry out a 13-point preventative maintenance check during each on-site visit, which helps maximise uptime. This process covers a 13-point check that every engineer must carry out, as a minimum, during every service call and in effect, this process combines effective service with future preventative maintenance on every call.



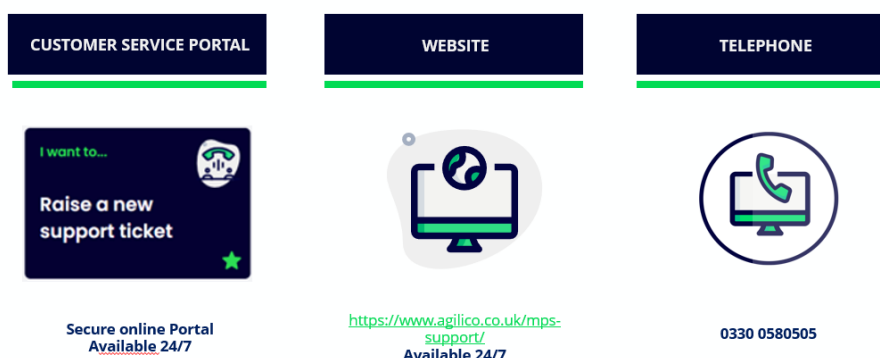
SECTION	PRIMARY PROCESS	WORK PROCESS
SERVICE	EQUIPMENT SERVICING/ MAINTENANCE	MINIMUM CALL CHECK LIST FOR PHOTOCOPIES / MFP & COLOR MFPS
1. COMMUNICATION (Relating to field calls only) Speak to the equipment Key Operator (check Key Operator sticker on device to clarify who the Key Operator is) and obtain relevant information or samples. 2. CARRY OUT ELECTRICAL SAFETY CHECK (Health & Safety requirement) Potential Risk if the electrical safety check is not carried out correctly a health and safety issue could well become apparent to the engineer, the user, and the company due to electrical shock. 3. TEST COPIES ON ARRIVAL Take relevant test copies. 4. SERVICE INTERVALS A: Complete in full the latest version of the Servicing Schedule. Check device's maintenance counters/ PM interval and record book for relevant servicing information - take SMC print out & analyse / check firmware version and update where necessary. B: If any substantial PM action is required discuss with key operator to arrange a mutual time for implementation. 5. OPTICS / PROCESS <i>Check / Clean / Replace as follows:</i> a) Ozone and Dust filters (Health & Safety requirement) b) Optics - Mirrors, Lens, Ref, AE Sensors, Top Glass, Lamps, CCDs c) Coronas, Charge Rollers d) Fuser Unit e) Paper Feed Unit f) Process Unit g) Developer Unit h) Filters, Finisher i) Peripheral's (RDF, Duplex, Paper Deck) j) Clean external panels k) Ensure waste toner and any spare waste toner containers are emptied and ready for re-use by the customer 6. TAKE FINAL TEST COPIES - Copy Quality, side to side, Blank Sheets, Large Test Run 7. TEST ALL DEVICE FUNCTIONS - ARDF, Duplex, LCT, By-pass, PC Link, Finishers 8. INVITE CUSTOMER TO TEST DEVICE - Relating to field calls only 9. CHECK CONSUMABLE SUPPLIES LEVEL Make sure client has spare toner available (no more than two months' supply (to be measured against the Toner Usage Matrix), return any excess toner bottles to stores) and waste toner containers. Any spare waste toner containers that are full must be emptied and made ready for re-use by the client. 10. COMPLETE DEVICE'S MAINTENANCE RECORD BOOK With all relevant information (if booklet is missing replace and up-date as necessary) Leave a copy of the SMC Print Out. 11. RELATING TO FIELD CALLS ONLY De-brief the device's Key Operator and educate them about any corrective actions they can implement to improve the performance of the device (indicate relevant notes in Client Handbook). 12. ENVIROMENTAL ISSUES Where possible all issued consumables, parts and new replacement packaging will be removed from the client's premises and returned to the Capital Document Solution's Recycling Centre / Receptacles. 13. METER READINGS Engineers to take print outs of meter readings at every call. Readings to be scanned to engineerreadings@capital-solutions.co.uk within two working days - no later than a week. If a scanning facility is unavailable than a photograph of the counter will suffice but the ID number MUST be quoted (or alternatively a photo of the page print.)		

This process ensures that all devices are maintained to the highest standards and that engineers will pick up on any preventative maintenance actions required. During this assessment, should the need arise our engineers will take the time to instruct the users on any corrective actions they can implement to improve the performance of the equipment.

This process also guarantees minimum disruption within the client environment, since preventative maintenance checks are carried out on every service call. This action also helps keep our travel times and distances under control and reduces our carbon footprint – compared to carrying out separate journeys only for preventative maintenance calls which modern technology no longer requires to be done at specific time intervals or after a given volume of copies/prints.

Call Logging process

Should a hardware or software fault occur or if consumables need to be requested there are a number of options available:



Label with QR Code on each MFD panel

In addition to the above methods of logging a call, each device will have a label on the front panel with the undernoted QR code which users can access to request support.

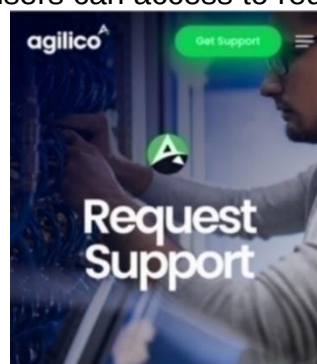
<https://www.agilico.co.uk/get-support/>

For service & toner please visit
agilico.co.uk/support
or scan the code with your smartphone.

Serial/Device Number:

For all other enquiries
please call us on
0330 058 0505

agilico
Workplace Technology



Log a support ticket for your MFD or printer

Click to Order Replacement Toner

All requests received either by phone, portal or website are recorded on our Service Management System (SMS) and allocated a job support ticket – full details of which will be

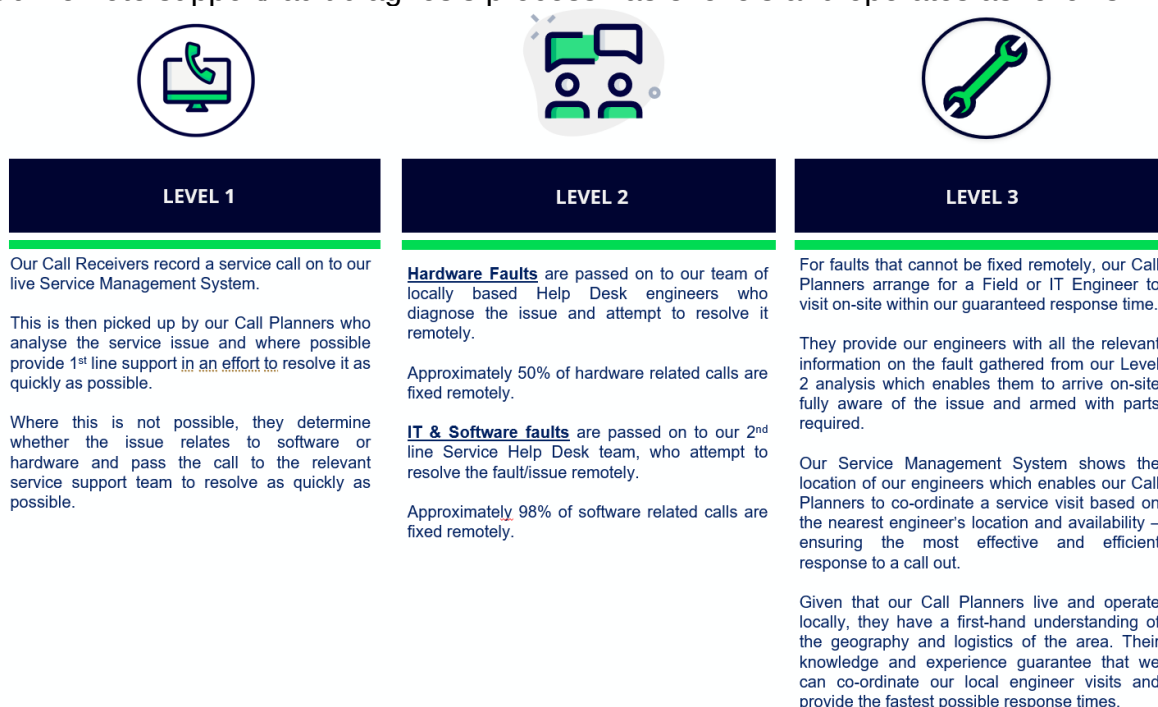
communicated to you via email. Once our engineer has completed the call, another email is sent advising that the job has been completed.

Call Allocation / Fault Diagnosis

We have a highly trained dedicated and locally based helpdesk team, providing full support for the solutions we provide. Our call receivers would triage the reported issue to ensure that it gets to the correct support team as quickly as possible.

Following the initial triage, if the issue can be resolved remotely, our Helpdesk engineers will provide remote support which keeps downtime to a minimum and reduces the environmental footprint.

Our remote support/fault diagnosis process has 3 levels and operates as follows:



All requests received, by whatever means highlighted above, are recorded on our Service Management System (SMS) and monitored by our Service Desk Call Receivers to ensure that we meet the contracted response times.

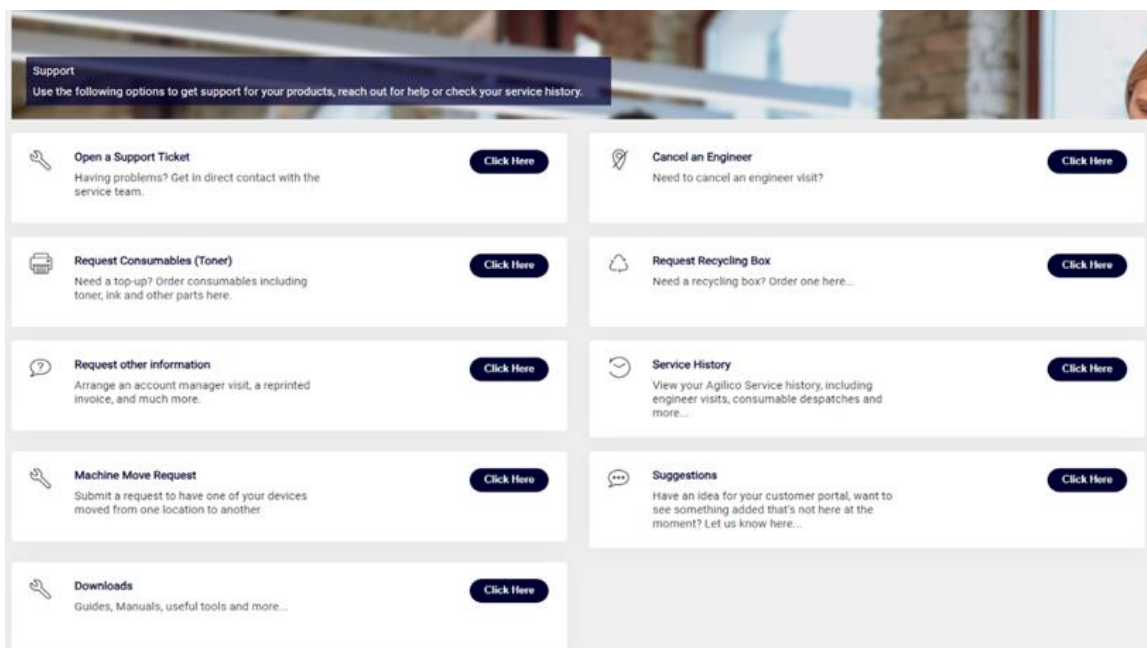
Customer Portal

Our Framework customers will also receive their own customer portal where amongst many things, faults can be raised, monitored, and device statuses viewed. The status of faults will be visible from logging through to resolution. The portal can be accessed 24/7 - 365 days per year.

Our secure “best in class” Customer Services Portal – will enable customers to:

- Account Overview
- Open A support Ticket
- Cancel an Engineer
- Request Consumables
- Arrange an Account manager visit
- View service History
- Track toner levels
- View print volume
- Access billing & invoice data
- Details of notes regarding how the call was fixed.

- Machine Move Request
- Download Guides, Manuals and useful tools
- Monitor device performance
- View any open or outstanding calls
- Filterable by site
- Check if you are due a courtesy or preventative maintenance call
- Quick Links
- View service History



We will provide full training on the use of our client portal so that you can have visibility of and therefore monitor directly, all outstanding service calls and consumable requests.

Our robust procedures relating to risk management and quality assurance

Agilico is proud to be an ISO 9001-accredited business, committed to delivering exceptional service and maintaining our strong reputation for quality customer care.

We have a Business Management System (BMS) which forms part of our ISO 9001 accreditation. Method statements and risk assessments are included in our BMS – see examples below:

[Engineer Activities Risk Assessment.pdf](#)

[Method Statement - Service Engineers.pdf](#)

Our engineers adhere to strict servicing schedules and standardised procedures on every call, ensuring consistency and reliability. Before leaving a site, they thoroughly clean and rigorously test all devices to guarantee optimal performance.

To uphold our high standards, we have dedicated Field Technical Managers (FTMs) across our branch network. They conduct regular service meetings and onsite field accompaniments with engineers, ensuring that service quality and cleanliness are consistently monitored and maintained".

Our service processes are monitored via our Call Planners on a daily basis with any potential irregularities reported to the respective local Service Managers for action. All our branch service call planners, field engineers and IT engineer support staff are fully aware of the contracted response times and KPIs and are totally committed to achieving these. Our Senior Service Management team continually review our Contract commitments and check these against the number of machines in the field (MIF) to ensure that at all times, we have the capacity and the service resources in place to achieve our Framework KPIs and SLAs.

The following points outline the “day to day” actions we take to ensure that our customers receives the most efficient and effective service performance with the highest level of resource availability - **in full compliance with agreed KPIs:**

- **Proactive Monitoring of service calls**

Our service calls are logged on our Service Management System (SMS) and constantly monitored by our Call Planners. Our SMS alerts us in advance if any call is nearing the limit of its contracted service response time and our Call Planners take action to deal with this.

In addition, our SMS displays live data on our daily service activity – see example across:

This screen is monitored constantly by our Service Managers. Should any issues arise that need attention, the relevant tile turns colour to amber and action is taken immediately to resolve it.

Field Calls	Helpdesk Calls	RTF Calls
54	39	25
Average Response	Machines Down	Total Toner Orders
2:32	2	42
		Toner Orders On Stop
		22
Site Stock Checks	Total Logged Calls Today	Portal Logged Calls Today
0	37	3

- **Locally Based Engineers**

Our locally based engineers will ensure speedy response times along with short travel distances to each client’s location.

- **Help Desk Support**

Our Help Desk engineers diagnose faults and attempt to resolve them remotely. When this is not possible, our Help Desk proactively ensures that the field engineer is fully aware of the problem and has the correct parts required to remedy the fault on the first visit.

- **Preventative Maintenance**

Our engineers carry out a 13-point Preventative Maintenance Check during all on-site visits. This action helps to maximise uptime, as well reducing the number of faults. This preventative maintenance procedure keeps on-site visits to a minimum also helps reduce our carbon footprint.

- **Parts and consumables stock**

Parts and consumables stock is held in our extensive Warehouses and Stores and also within our branches, to ensure that all of our Contracts are well resourced locally.

- **Engineers – car stock**

All of our engineers have a stock allocation in their car for fast moving items that can be fitted during a service visit. All car stocks are monitored by the engineer / manager and can be increased or decreased as required. On average, each engineer’s car stock will hold 200

items with an average total cost of £2900. Total car stock holding for all field engineers is £60K. Any part fitted during a call will be cleared down and replenished the following day.

- **Showroom stock**

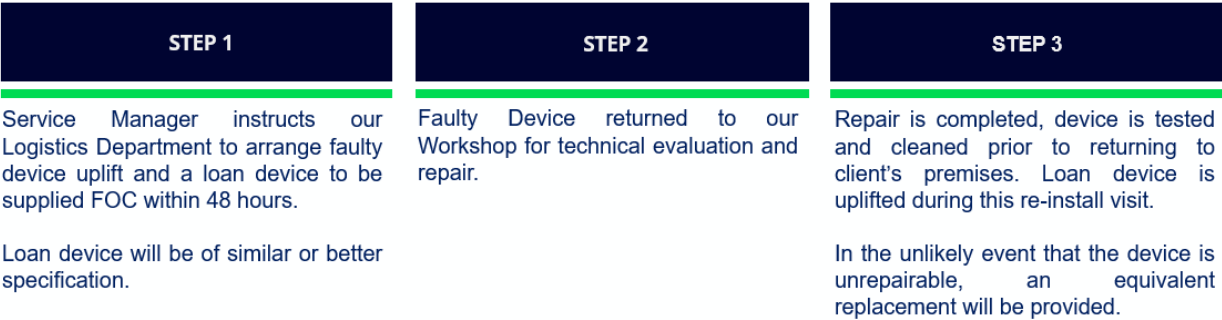
In the unlikely event that we didn't have a part immediately available in our Stores or Engineer's car stock, we have fully equipped Showrooms at each of our branches which gives us the opportunity to remove a required part from one of our showroom devices.

Step by step escalation procedures

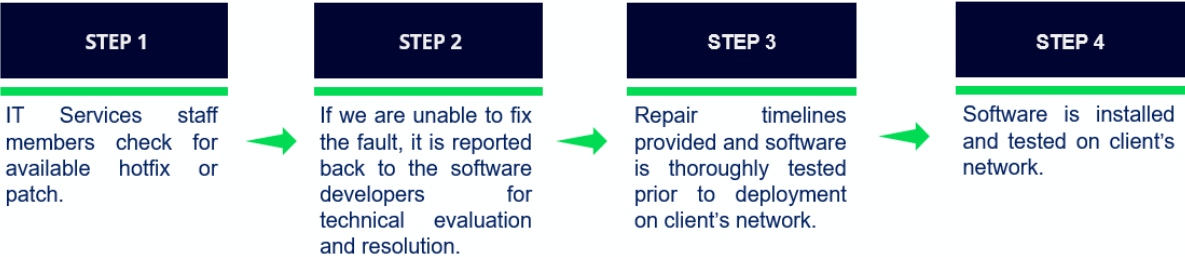
The installation of reliable devices supported by thorough End User training and maintained by a qualified and highly experienced team of local engineers will minimise device failure and reduce the need to implement any escalation process.

However, if an issue has to be escalated, it will be handled as follows:

HARDWARE ESCALATION PROCESS



SOFTWARE ESCALATION PROCESS



Conclusion

We can **guarantee** that should we be successful in being appointed as the single supplier on your Framework that all customers will receive a level of service and support that is simply not matched by any of our competitors.

Qu. 14 – Digital Transformation Solutions

Question	Title	Word Count	Weighting
14	Digital Transformation Solutions	2000	5%
Question			
Please evidence your organisation's ability to provide Digital Transformation Solutions.			
Guidance			
Relevant to Clause 1.2. of Appendix A - Specification, the Supplier must be able to provide Digital Transformation Solutions alongside the main providence of MFDs. Please evidence your ability to provide the following Digital Transformation Solutions, as well as any additional Services your organisation can present to the Customer through this Framework: ▪ Print Management Cloud Services; ▪ Automated Invoice Processing. Your response should include: ▪ An overview of each Service and how it will coincide with the devices you provide to the Customer ▪ The current issues in the market for each Service, and how your Service provides a solution to this ▪ The benefit it can provide to the Customer ▪ How each of the Services differ from what is available on the market Please disclose whether the Solutions provided are your own offering, or through a third-party Supplier. No appendix or additional documents can be submitted to this question as any additional documents will not be scored as part of your responses. Images are permitted within your response.			
Response			
response: PRINT MANAGEMENT CLOUD SOLUTIONS As the largest Managed Print Services provider in the UK, Agilico has the unique capability and capacity to offer a choice of market-leading Print Management software brands. This allows us to choose the best and most suitable solution to meet the Framework customer's specific needs. Agilico draw from a wealth of experience with the UK education sector, supplying 1500+ educational institutes ranging from Universities, Multi Academy Trusts and many Higher Education and Primary level school environments. Based on our experience, from our portfolio of software solutions, our recommendation would be to leverage the following solutions: • PaperCut MF-S (On Premise/Hybrid) • PaperCut Hive and uniFLOW Online (both true cloud solutions).			

In our opinion, the Education sector is struggling to move to cloud printing due to a mix of budget constraints, outdated infrastructure, and data security concerns. Many organisations still rely on legacy systems that aren't compatible with cloud solutions, and tight IT budgets make it difficult to invest in upgrades. Additionally, schools are cautious about data privacy and compliance with regulations like GDPR, which adds complexity to adopting cloud-based services. For this reason, whilst we are proposing 2 true Cloud solutions, we are also offering PaperCut MF-S - an on-Premise/Hybrid offering, which will help bridge the gap for those customers who are not quite ready to move to a true cloud solution. With PaperCut MF-S – they can simply switch to the cloud when they are ready.

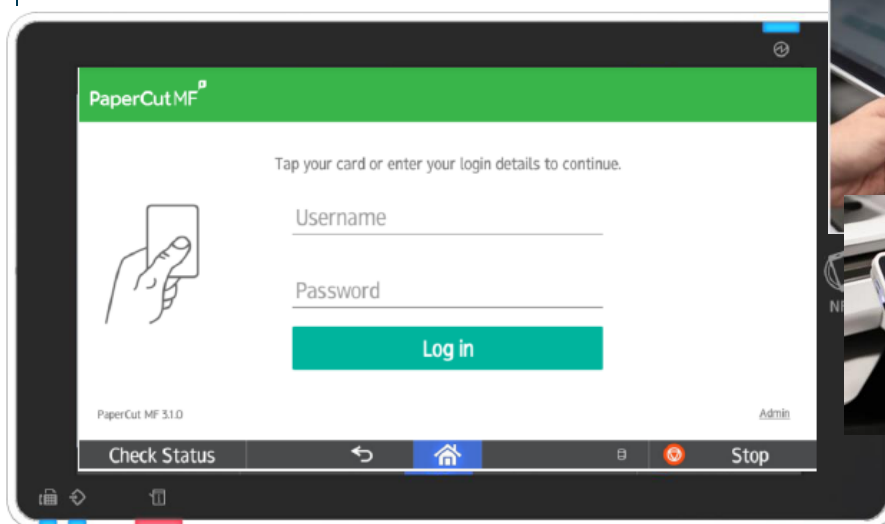
Overview of each of our Options

Option 1 - PaperCut MF-S (Unified Subscription)

PaperCut MF is a print management solution widely used in the Education sector to control and secure printing, copying, and scanning. It helps reduce waste, manage costs, and ensure document security.

Key features and benefits include:

- User authentication at printers via PIN, card, or directory login



ing left unattended

- Detailed reporting for tracking usage and budgeting
- Integration with major brands of MFDs (Multi-Function Devices)
- Support for cloud and hybrid environments, though many UK schools still run it on-prem due to infrastructure or policy needs.

Unified Subscription model and its benefits

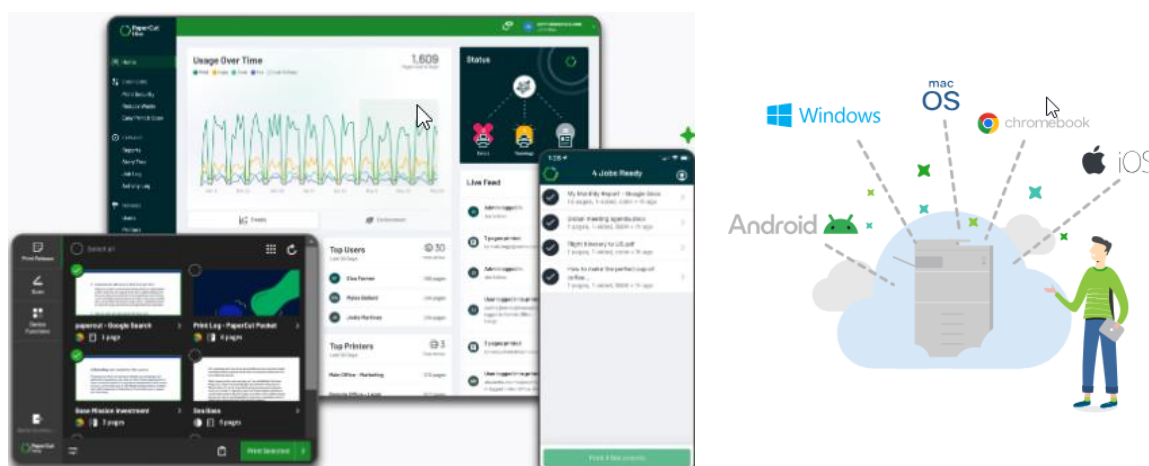
PaperCut's Unified Subscription is a flexible licensing model introduced in 2024 to accommodate the evolving needs of educational institutions. This model allows organisations to choose between self-hosted or public cloud-hosted solutions without incurring additional costs, ensuring consistency in subscription fees regardless of deployment choice.

The Unified Subscription simplifies transitions between PaperCut MF and PaperCut Hive:

- Aligning PaperCut MF and PaperCut Hive (Cloud) subscription pricing to give customers total flexibility to move between PaperCut's portfolio of products.
- Removing brand-specific licencing which means no license exchange/conversion fees if hardware changes.
- Access to all new features & security updates.
- *On-Prem OCR and Document Processing Pack included with subscription at no charge*

Option 2 – PaperCut Hive

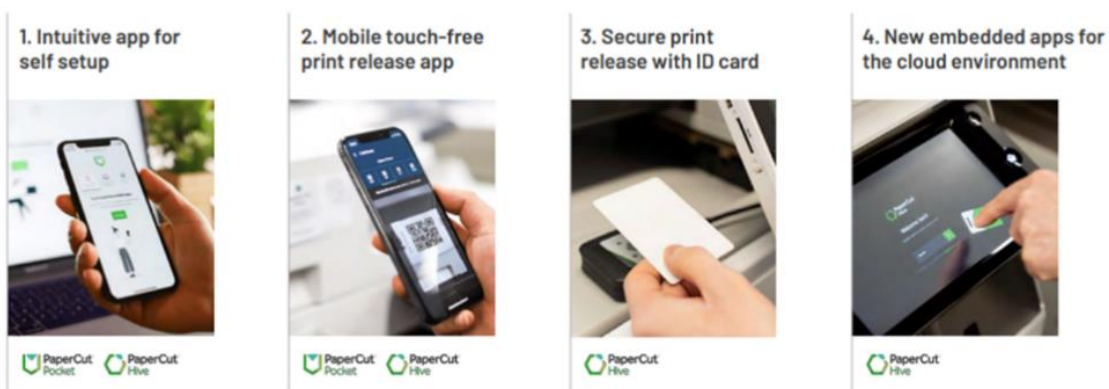
PaperCut Hive is a cloud-native print management solution designed to simplify and secure printing for educational institutions. Unlike traditional server-based systems, Hive operates without on-site infrastructure, leveraging cloud technology and Edge Mesh to manage print jobs efficiently. This serverless approach is particularly beneficial for customers with limited IT resources, as it reduces the need for hardware maintenance and allows for scalable deployment across multiple sites.



Key Features of PaperCut Hive include:

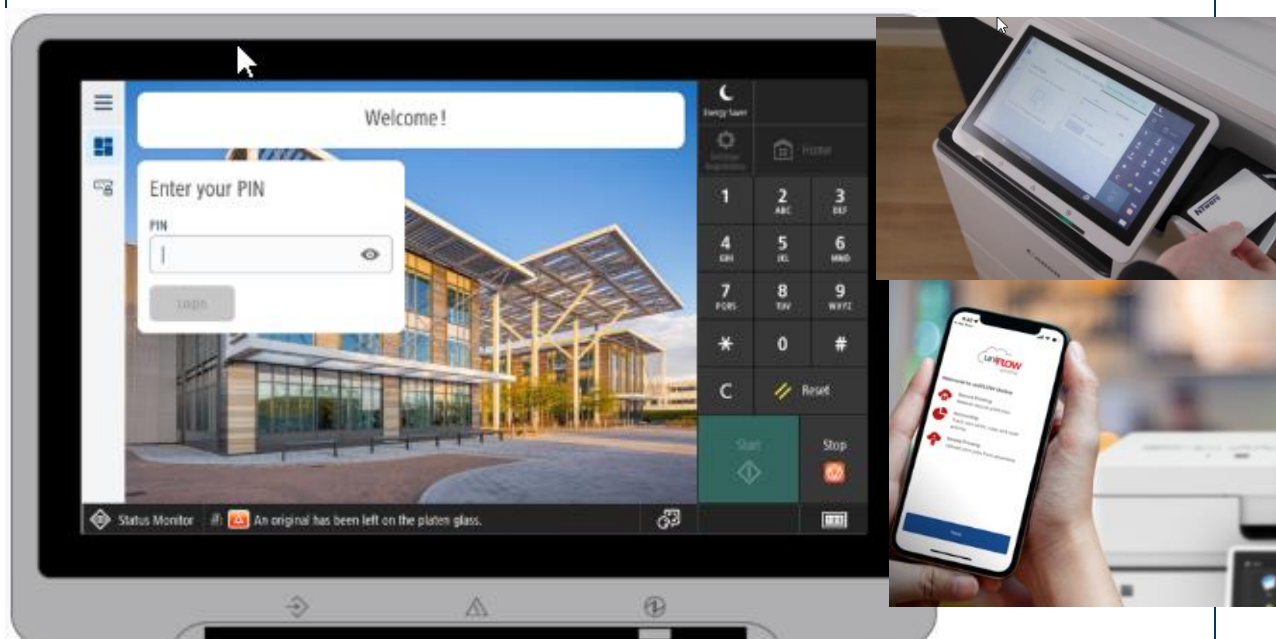
- Cloud-native, serverless printing – No need for on-site print servers, reducing IT complexity and costs.
- Cross-platform support – Works with Chromebooks, iOS, Android, macOS, and Windows.
- Secure print release – Users authenticate via mobile apps, PINs, or ID cards to release prints.
- Driverless printing – No need to install or manage print drivers per device.
- Supports mixed printer brands – Compatible across various printer makes and models.
- Sustainable printing tools – Prompts for duplex/monochrome printing to reduce waste.
- Print activity tracking – Simple analytics help monitor usage and reduce unnecessary printing.

- Integration with Google Workspace and Microsoft Entra ID (formerly Azure AD) – Easy user management and sync.
- BYOD and remote printing support – Users can print from personal devices and release jobs securely at school.
- Eco initiatives like PaperCut Grows – Option to offset paper use by planting trees.
- Simple setup and scalable deployment – Ideal for schools with limited IT support.
- Simple and Intuitive user Experience:



Option 3 – uniFLOW Online

uniFLOW Online is a cloud-based print and scan management solution. It offers a secure, serverless infrastructure that reduces IT maintenance and supports modern learning environments.



- **Mobile and Remote Printing:** Submit print jobs from smartphones, tablets, or laptops and release them at any compatible printer on campus.
- **Cost Control and Reporting:** Track printing costs by user or department, set budgets, and generate detailed usage reports to monitor and reduce expenses.
- **Environmental Impact Tracking:** Monitor paper and energy savings, with the ability to report on reductions in CO₂ emissions and paper usage.
- **Flexible Authentication:** Supports various authentication methods, including PIN codes, proximity cards, and mobile authentication, to control access to devices
- **Multi-Vendor Compatibility:** Integrates with a wide range of printer brands, not limited to Canon devices.
- **Cloud Storage Integration:** Print directly from cloud storage services like Google Drive, Microsoft OneDrive, and Dropbox, streamlining document access.
- **Scanning and Workflow Automation:** Automate document scanning processes, including filing, OCR, and distribution to various destinations such as email or cloud storage.

How our proposed solutions will coincide with the devices we provide to the Customer

PaperCut is a vendor neutral product that works well with all of our proposed hardware brands.

uniFLOW is best suited to our Canon, Lexmark and Sharp hardware offerings.

Our Professional Services Consultants will ensure the correct solution is proposed for each brand and the customer's specific requirements.

Challenges/issues in the market

Schools, Colleges and Universities have complex print environments where students, faculty, and staff bring a variety of different devices to campus. They need to print easily and securely, scan and digitize documents, and recover costs for students' print and copy jobs.

Many customers often have:

- massive print costs to reduce and recover
- students and staff who want to print from their mobile devices
- a need for digitised documents and easy integrations
- sensitive documents that need securing before, during, and after print

All of the above challenges will be fully addressed by our proposed Print Management solutions. Our Professional Services Consultant will ensure the most suitable solution is implemented to meet the specific requirements from each client.

Own offering or Third Party

We source all of our proposed Print Management Software solutions directly from the respective software developers. However, we take full responsibility for the implementation and ongoing support of each solution throughout the duration of the contract.

Our dedicated, technically accredited teams for both PaperCut and uniFLOW Online deliver expert 1st, 2nd, and 3rd line support. These teams are continuously developing and refining their skills to stay ahead in a constantly evolving market.

How each of our solutions differ from what is available on the market

In our view, uniFLOW Online and PaperCut (MF-S & Hive) are the leading solutions in the Managed Print Services (MPS) space.

Our decision to offer and support these platforms is backed by extensive industry knowledge - not just of these products, but of the wider MPS landscape.

You can be assured that the three options we've proposed are among the most reliable, proven solutions currently available, particularly within the UK education sector.

AUTOMATED INVOICE PROCESSING

To meet the requirements for an automated invoice processing solution, we are proposing **Agilico Verify** – A Digital Transformation Solution Designed for Modern Challenges

Agilico Verify is a proprietary, cloud-based platform purpose-built to automate and streamline invoice processing and document workflows. It addresses several key challenges faced in today's finance and operations environments while offering a distinct advantage over alternative solutions.



Current Issues in the market & how Verify provides a solution

Many organisations today are facing:

- **High volumes of manual data entry** from paper and emailed invoices.
- **Slow approval cycles** due to inefficient routing and bottlenecks.
- **Limited visibility** across the invoice lifecycle, affecting cashflow forecasting.
- **Increased risk of errors**, fraud, and compliance breaches due to lack of audit trails and control.
- **Disconnected systems** that result in data silos and duplicated effort.

Agilico Verify solves these problems by digitising the entire invoice capture and approval process using advanced OCR, AI-driven data extraction, and smart workflow automation.

It integrates seamlessly into existing ERP and finance systems, providing one central platform to manage, track, and control all invoices—whether PO-based or non-PO.

The Benefits Verify Provides to the Customer

Customers implementing **Agilico Verify** can expect:

- **Efficiency gains of up to 80%** in invoice processing time.
- **Fewer errors and improved data accuracy**, reducing payment issues.
- **Faster approval turnaround**, improving supplier relationships and unlocking early payment discounts.
- **Real-time visibility and reporting** to support decision-making and cashflow planning.
- **Stronger compliance** with fully auditable digital workflows and document trails.
- **Improved employee experience**, freeing finance teams from low-value manual tasks.

These benefits translate directly into reduced costs, better control, and improved scalability as organisations grow.

How Verify Differs from Other Similar Offerings

Agilico Verify stands apart from other platforms in several key ways:

- **ERP-Specific Integration Expertise** – Unlike generic automation tools, Verify is designed to integrate natively with the Customer's existing ERP environment.
- **Tailored UK-Based Support** – Agilico provides in-house technical support and account management with no reliance on overseas call centres or third-party developers.
- **Simplicity Without Sacrificing Power** – Verify is intentionally user-friendly, with a modern interface that supports non-technical users while still offering advanced features such as exception handling, PO-matching, and multi-tier approval rules.
- **Part of a Broader Digital Ecosystem** – Verify can work alongside Agilico's additional document management, print, and digital mailroom services for a holistic transformation strategy.

Agilico as one provider

Verify is proprietary software developed, maintained, and supported exclusively by Agilico. This ensures:

- Full control over the development roadmap and feature enhancements.

- Direct access to support and engineering teams.
- The ability to adapt the solution rapidly to meet customer-specific needs or regulatory changes.
- Full integration with Agilico provided devices, including custom workflows on the device.

Because we own the platform end-to-end, customers benefit from a more agile, responsive partnership with no third-party licensing constraints or vendor lock-in concerns.

Additional Digital Transformation processes

In addition to Print Management software and Automated Invoicing – Verify, Agilico also offers our own software solutions for Purchase Order Processing (POP), HR & Staff Management, Student Records and Admissions, Governance & Policy Management and digital transformation for almost any paper heavy, repetitive or time-consuming task.

1.4 Social Value

Number	Title	Word Count	Weighting
15	Tackling economic inequality through education and training	2500	10%
Question			
Please demonstrate the commitment your organisation will have as part of the delivery of this framework to tackle economic inequality through education and training opportunities.			
Guidance			
Please provide: ▪ A timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. ▪ Your understanding of employment and skills issues, and of the education and training issues relating to the contract, and the support you will provide including training schemes that address skills gaps and result in recognised qualifications. ▪ Activities to support relevant sector related skills growth and sustainability in the contract workforce. Illustrative examples could include career talks, curriculum support, literacy support, and volunteering. ▪ Your ability and plans to provide employment and apprenticeship opportunities to Customers of this framework. ▪ Your proposal to make this relevant to each individual Call Off Contract If supporting documentation is required for your response, please attach them as a separate Appendix.			
Response:			
Social Value We are fully aware that the successful supplier is required to incorporate considerations for ethical standards, sustainability and social value into the delivery of this Framework Agreement and can confirm that we will fully comply with this requirement. Our business is totally committed to bringing benefits to society, the economy and the environment - as such, we support the worldwide effort to build a better future for people and the planet. Through our technologies, development, and commitment to serving society, we support the United Nations Sustainable Development Goals.			



The link below takes you to a page on our website regarding the work we are doing to support these goals. If you click on any one of the Goals’ Tiles, you will see the work we are doing on that specific goal by clicking on “our work.”

[UN Sustainable Development Goals \(SDG\) at Agilico in the UK](#)

The screenshots below show examples of the work we are doing to support these critical goals:

	Household Donations Our colleagues have committed to donating used clothing, books and other household items to local charities. Drop off points are located at each of our offices, from which items are collected and transported to charities by our teams. Food Donations Much like our household donations, our teams also regularly place usable food items at our office collection points, which are then transported to local food kitchen and charities to support those in need.
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4 QUALITY EDUCATION	Jessie the Jellyfish Jessie the Jellyfish is a sustainable children's book that follows the story of a lonely jellyfish. It's an engaging and true story about how our wonderful oceans are changing and how they're affected by the increasing problem that is plastic pollution. Any school that has taken one of our refurbished devices will receive a complimentary copy of this book, to help teach their pupils the importance surrounding sea plastics. Supporting Apprentices We recognise that by recruiting and supporting apprentices we not only transfer key knowledge and skills to the next generation, we also have the opportunity to build a strong Agilico team fit for the future. We're actively searching for apprentices to join our teams – from support, technology, IT, engineers and more – to further our business objectives as well as help develop their personal growth. Donating PCs to Schools We supported a local primary school by donating a total of 20 nearly new PCs and laptops. Our IT team securely wiped the hard drives before the computers were delivered to Bathford Church School. The PCs have allowed the school to upgrade it's IT suite and deliver a better experience to pupils. This initiative reflects our commitment to sustainability by reducing waste and supporting quality education in our community.
10 REDUCED INEQUALITIES	Alan Shearer Foundation Partnership Our exclusive partnership with the Alan Shearer Foundation in 2024 for the Great North Run saw over 30 of our colleagues running and raising more than £20,000 for this fantastic charity, which is a highly specialist, disability, respite, residential and social provision for people with complex disabilities and acute sensory impairments.
13 CLIMATE ACTION	Net Zero Commitment Climate change is one of the most pressing issues facing the planet, and tackling it should be a key priority for us all. Businesses have a significant role to play here, and as leaders in the workplace technology sector we recognise the impact our activities have on the environment. We're steadfast in our commitment to redress the balance. In line with our ongoing environmental commitments and working with key partners and stakeholders, Agilico will achieve Net Zero status by 2030. Environmental Impact Award Win Every year we prevent 1000s of printer toner bottles and device component parts from reaching landfills by reusing them for their original purposes. Demonstrating our long-standing commitment to improving our environmental impact through our MFD refurbishment and recycling centres, we were delighted to win the Best Environmental Impact Award category at the Midlothian & East Lothian Business Awards 2024.



Biodegradable Wrapping

Agilico had previously used circa 165 miles of shrink wrap every year. Most of this ends up as non-recyclable waste and it takes 40-50 years to decompose. We have partnered with a leading manufacturer of bio-plastics to implement a new high strength film, that degrades in 2-3 years. In addition, it's Oxo-Biodegradable, which means that when exposed to light, air and water, it degrades into food for microorganisms, helping to reduce the world-wide issue of plastic waste.

Agilico Zero - Refurbished Devices

Our nationwide purpose built **MFD refurbishment centres** are doing great work in the circular economy. At these sites, our qualified teams of expert engineers refurbish and give a new lease of life to ex-showroom or low-utilisation devices, resulting in lower cost yet incredibly reliable machines ready to perform at the highest level once again.

MFD Parts Harvesting

Our workshop colleagues are doing great work reusing and recycling parts from old machines, that would otherwise have been disposed of. Any usable parts such as MFD rollers, toners etc are quality checked and stored for spares and repairs for existing customer machines.

All of our staff are fully aware of our commitment to supporting the UN Sustainability Goals and are encouraged to suggest actions to support each goal and to become “goal champions”. Please see below an extract from our staff intranet site:



Suggest Actions We Should Take For Each Goal



Apply To Become A Goal Champion

We're looking for ideas from across the business for the actions we can take to achieve each goal.

If you're looking for inspiration, take a look at the [UN SDG's suggestions](#) to get started. All ideas are worthwhile and we invite everyone to have their say below.

If you're particularly interested in a goal and you'd like to act as its official Agilico champion, please let us know.

Champions will be made up of representatives from across the entire business and will be leading content and engagement around the topic, so please do apply if an issue is close to your heart.

Share Your Ideas and/or Apply to Become a Goal Champion Here

GET INVOLVED

Specifically in relation to our approach to **tackling economic inequality through education and training**, please note the following:

Our ability and plans to provide employment and apprenticeship opportunities to Customers of this framework.

At Agilico, we are dedicated to nurturing future talent by providing student placements, mentoring schemes, and apprenticeship opportunities that support local communities and contribute to the wider economy.



Our initiatives align with the **Public Services (Social Value) Act 2012**, ensuring that we play an active role in equipping individuals with the skills needed for sustainable employment.

Through this Framework Agreement, we will provide structured training, professional development, and long-term employment opportunities for students and apprentices. Apprenticeships are a core part of our talent development strategy. We have already supported ten full-time apprenticeships, offering young people structured career pathways in key business functions such as finance, IT, and engineering.

- **Finance Apprenticeship Success** – We currently have an apprentice in our finance shared service centre who will soon complete their course. We are delighted to offer them a permanent, full-time contract, demonstrating our commitment to retaining and nurturing talent.
- **Expanding into IT and Engineering** – Having built successful partnerships with Newcastle and Durham colleges, we are now looking to expand our apprenticeship opportunities into IT and engineering roles, ensuring we equip individuals with the technical skills needed in today's digital workplace.
- **Investment in Professional Development** – We actively use our **Apprenticeship Levy Fund** to provide training and qualifications for our employees. For example, our finance apprentices receive professional accountancy training, while our HR team are progressing through People Professional Level 5 qualifications.

Through this Framework, we will work with customers to offer apprenticeships in key areas, ensuring young people and career changers gain valuable experience and recognised qualifications that lead to sustainable employment.

Our apprenticeship schemes and skills programmes are overseen by our **HR and Learning & Development team**, ensuring structured delivery and measurable outcomes. We regularly review our training provision to ensure it meets evolving industry needs and the economic challenges faced by the communities we serve.

Through structured training and apprenticeships, we contribute to the development of a skilled workforce, supporting both individual career growth and regional economic recovery.

A timed project plan and process, including how we will implement our commitment and how we will monitor, measure and report on our commitments

At the commencement of any new Contract, we would provide the customer with our proposed plan for providing social value into their Contract. The value of the Contract will determine the level of social value we will provide to each Contract.

Typically, our social value offered includes items, such as:

- 1 x work experience placement for a duration of 1 week for each year of the Contract.
- Conduct a talk/information event for students to learn more about a career in the Office Workplace Technology industry.
- For each year of the Contract, provide 2 members of staff to assist with local community and environmental projects e.g. food banks, local tidy ups
- Provide FOC a printer to a charity identified by the customer.

Once the social value initiatives which we will provide throughout the duration of each Contract have been agreed between us and the customer, it is documented and is then monitored, measured and reported on during each review meeting by our dedicated Account Manager.

We will also report on all social value provided on the Framework to Value Match at regular review meetings.

Our understanding of employment and skills issues, and of the education and training issues relating to the contract, and the support we will provide including training schemes that address skills gaps and result in recognised qualifications

We understand that education and training plays a key role in a person's employment and labour market outcomes.

As such, we recognise the importance of playing our part in offering support in this area. We have outlined throughout our response to this question the support we will provide through education, training, recognised qualified apprentices and other social value initiatives.

We are committed to providing both accredited and non-accredited training to our workforce while also offering free skills development opportunities to customers using this Framework.

Through this framework, we will ensure that our customers benefit from our training initiatives, enhancing local employment prospects and contributing to the wider economy. As part of our commitment to **developing emerging talent**, we offer:

- **Work experience placements** – For each contract secured through this Framework, we will provide one-week placements per year, giving students valuable exposure to business operations and technology.
- **Internships and industry placements** – We work with local colleges and universities to offer longer-term placements, equipping students with practical skills and workplace experience that will enhance their employability.
- **On-the-job training** – Our structured placements provide students with real-world experience, supporting their career development in fields such as IT, engineering, customer service, and business administration.

Activities to support relevant sector related skills growth and sustainability in the contract workforce. Illustrative examples could include career talks, curriculum support, literacy support, and volunteering

In addition to formal placements and apprenticeships, we actively support mentoring and career development initiatives to help students gain confidence and develop essential workplace skills.

- **One-to-one mentoring** – Our employees offer career coaching and CV guidance, helping students prepare for employment.
- **Career development seminars** – We deliver talks and workshops at secondary schools and colleges, providing insights into business careers, technology, and entrepreneurship.
- **Women in Tech initiatives** – We actively encourage greater diversity in technology careers, offering mentoring and support to underrepresented groups to help bridge the skills gap.

We will also offer free-of-charge skills development opportunities for Framework customers. These include:

- **Business and career development seminars:** Delivered in secondary schools to inspire young people to pursue careers in technology.
- **Apprenticeship and training guidance:** Offering insights into professional development pathways.
- **Sustainability and workplace technology workshops:** Helping organisations adopt best practices for efficiency and environmental impact.

Volunteering and Employee Engagement

Agilico encourages all employees to support their communities by providing **one fully paid volunteering day per year**. Through our Agile Perks platform, colleagues can apply for this opportunity to support a cause close to their hearts. Employees have used this initiative to support charities focused on mental health, cancer care and children's welfare. We have also collaborated with well-known foundations and charities to provide both financial support and hands-on volunteering. Examples include:

- **The Alan Shearer Foundation:** Our team took part in the Great North Run to raise funds for this organisation, which provides services for people with complex disabilities.
- **The Percy Hedley Foundation:** We have worked with this charity, which supports disabled people and their families, providing equipment and resources.
- **The Greggs Foundation:** Through our Newcastle office, we have partnered with Greggs' charitable initiatives to support local communities.
- **Guide Dogs for the Blind:** Some of our staff volunteer as puppy raisers, assisting in the puppy's first stages of training before they are fully trained as Guide Dogs to trained to lead blind or visually impaired people around obstacles, providing independence.

Beyond individual volunteering, we actively seek opportunities to organise **group volunteering activities**, enabling our teams to come together to make a real impact.

Community Benefits:

Community Benefits



At Agilico, we are committed to making a positive impact in the communities where we operate. We believe in giving back through social, economic and environmental initiatives that support disadvantaged groups, education, and community wellbeing.

Through this framework, we will extend our commitment by engaging with local projects and organisations that align with our customers' objectives.

Past Community Initiatives

A key example of our long-term community engagement is our partnership with the **Newcastle Eagles Basketball Team**. We have supported the team through:

- **Player sponsorship**, helping to fund and promote the team.
- Providing **raffle prizes** to support local charity fundraising events.
- Organising **staff engagement at games**, raising money for causes close to the Newcastle Eagles' mission.

This partnership has helped to support youth engagement in sports while generating funding for charities in the North-East.

How This Framework Will Enhance Community Support

Through this Framework, we will increase our ability to assist local projects, charities, and educational institutions by:

- **Collaborating with Framework Customers to identify community needs** and tailor our support accordingly.
- **Providing discounted or free equipment** to local schools, charities, and non-profit organisations to help them operate efficiently.
- **Encouraging our employees to actively engage in local initiatives** that align with our Framework Customers' values and objectives.
- **Creating employment and training opportunities**, particularly for young people, through structured work experience placements.

Our commitment to local community support aligns with our broader corporate social responsibility goals, ensuring that each contract delivers meaningful benefits beyond the provision of workplace technology. By working in partnership with our customers, we will continue to make a lasting difference in the communities we serve.

Some of the Charities we support are listed below:





Our proposal to make this relevant to each individual Call Off Contract

As stated earlier in this response, we would liaise with each individual customer and agree on a variety of social value initiatives that we will commit to throughout the duration of the Contract.

We are already doing this for many existing customers and therefore have vast experience in this area.

Other areas demonstrating our commitment to Local Employment and Economic Growth and Social Value

As a national business with a strong local presence, we prioritise engaging with local suppliers for essential services, such as building work, signage, cleaning and regular maintenance. This ensures that economic value is retained within the communities where we operate.

Where possible, we recruit locally based individuals, providing employment opportunities and encouraging engagement in local charity and volunteering initiatives. With offices across the UK since 1987, we continue to invest in our communities, having committed to long-term property leases until 2032.

To support individuals with limited employment options, we have actively recruited long-term unemployed individuals, providing them with structured training and career progression opportunities. Two of these recruits have since progressed into management roles within the organisation.

At Agilico, we believe in **continuous professional development**. Beyond student-focused initiatives, we also invest in **upskilling our workforce** through accredited and non-accredited training programmes:

- **Leadership and Management Training** – All line managers have undertaken a seven-day leadership development programme, ensuring they are equipped with the skills needed to lead effectively.
- **Sales and Customer Service Training** – Our sales colleagues have completed three days of specialist training, focusing on product knowledge, customer service, and sustainability initiatives.
- **Technical Training** – Employees receive training in IT, digital tools, and engineering, ensuring we stay at the forefront of industry advancements.
- **Mental Health and Wellbeing** – We have trained Wellbeing Ambassadors who have completed the Mental Health First Aid course, ensuring we provide a supportive and inclusive work environment.

- We deliver **Excel training courses**, enhancing data analysis and reporting skills.
- Apprentices and junior employees receive on-the-job training, ensuring they gain practical skills relevant to their roles.

1.5. Sustainability

Question	Title	Word Count	Weighting
16	Sustainable Innovation	2000	10%
Question			
Please demonstrate the commitment your organisation has to sustainable operations.			
Guidance			
Please provide: ▪ The practices your organisation embeds to ensure your operations have minimal impact on the environment, evidenced with metrics of success of the positive impact the practices have had ▪ Your low-carbon and carbon neutral Multifunctional Devices offerings ▪ The training your organisation can provide to a Customer within the Education Sector to improve their school/Trust's sustainable practices If supporting documentation is required for your response, please attach them as a separate Appendix. No more than a maximum of two additional documents may be submitted, and any further documentation will not be scored as part of your response.			
Response			
The sustainable practices we embed into our operations Sustainability is central to our operations, guided by our Environmental, Social and Governance (ESG) framework. All of our branches are accredited to ISO 14001, demonstrating our commitment to environmental management. See links below our ESG and Sustainability Policies: Policy - Environmental Social Governance (ESG) (Dec 24) (2).pdf Sustainability Policy (May 2024).pdf Below is an extract from our Sustainability Policy outlining its aims and objectives: <u>Aims and Objectives:</u> ☐ To comply with, and exceed where practicable, all applicable legislation, regulations, and codes of practice. ☐ To integrate sustainability considerations into all our business decisions. ☐ To ensure that all staff are fully aware of our Sustainability Policy and are committed to implementing and improving it. ☐ Support initiatives that combat climate change. ☐ To minimise the environmental impact, sustainability of office and our transportation activities. ☐ To review and strive to improve our sustainability performance. ☐ To reduce greenhouse gas emissions associated with our operations. Carbon Emissions Reduction Targets			

We have a carbon reduction strategy in place and aim to be Net Zero by 2030 for Scopes 1 & 2, which we have direct control over and Net Zero by 2040 for Scope 3.

We created our baseline for the financial year 2023/24 and will be in a position to report on progress at the end of April 2025. Some of the initiatives we have already implemented include:

- **Hybrid/Electric Vehicles** - our company vehicles are 87% either hybrid or electric, with full electric making up 25%. We have also rolled out Electric Vehicle Charging points across our sites.
- We have installed **solar panels** in our Gateshead and Southampton offices and have plans in place to install them across all of our office locations.
- We have closed our poor energy efficient office in Aberdeen and have moved to a **new environmentally-friendly site** and also in the process of doing likewise in our Edinburgh office.
- We have **consolidated two North-East offices** into a purpose-built, energy-efficient site in Gateshead.

Longer-term, we plan to look at all of our offices with the view to moving to more environmentally-friendly buildings.

- We use **100% Oxo-biodegradable shrink wrap film** to clinically wrap devices for transit to and from our customers. The Oxo-biodegradable film allows the film to break down in natural conditions after 2-3 years

Recycling Processes including our low-carbon/carbon neutral Multifunctional Devices offerings

It is our Policy to re-use and recycle materials wherever possible.

This pre-emptive and proactive approach ensures that we fully comply with the WEEE Directive and Restriction of Hazardous Substances (RoHS) Guidelines and minimise our waste to landfill.

We have a number of recycling initiatives and processes in place to reduce waste and increase recycling:

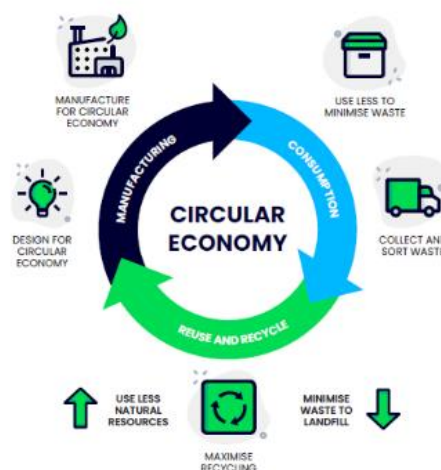
When used equipment is returned to us, we carefully select the **“newest”, low mileage devices** and these are then fully refurbished by us in our extensive Workshop facilities and made available for sale again as **“Agilico ZERO”** models.

We offer refurbished devices that significantly extend product life cycles. This reduces waste, minimises reliance on virgin materials, and prevents the need for carbon offsetting by avoiding emissions compared to brand new devices. This also results in an immediate positive impact against a customers’ Scope 3 Emissions target.

Shaping a Circular Future.

Our Circular-First Managed Print Services centre around refurbishing and recycling Multi-Functional Devices (MFDs) and parts wherever possible.

In doing so, we **cut carbon emissions** associated with new device and parts manufacturing, reduce used waste going into landfill, and provide a more cost-effective solution for our customers.



The video link included in our response to Qu 11 shows our **Agilico ZERO** devices stringent refurbishment process:

Please see over an extract from our “MFDs Reborn” flyer:



At Agilico, we support the worldwide effort to build a better future for people and planet.

We're proud to be the UK's pioneering Circular-First workplace technology business, with our award-winning Agilico Zero initiative at the heart of our sustainability journey.

From supporting the United Nations Sustainable Development Goals, implementing a wide range of environmental initiatives, and achieving scope 1 and 2 Net Zero status by 2030, we're dedicated to integrating sustainable practices throughout our operations.

Proudly supporting the United Nations
SUSTAINABLE DEVELOPMENT GOALS

MFDs Reborn.

The old ways of Managed Print Services have been built around the 'take-make-waste' process.

Managed Print Providers must do better. So we are.

Our **Agilico Zero** range of refurbished multifunctional devices (MFDs) gives ex-showroom and low-utilisation machines a second life. Expertly restored at our local refurbishment centres, these devices undergo rigorous quality control checks and procedures, to transform them back to 'as new' working order and ready to deliver at the highest level once again.

We harvest all reusable parts with surgical precision, and work with accredited partners to recycle what can't be reused, ensuring nothing goes to waste.

Each Agilico Zero device avoids over **500kg of CO₂e**, reduces waste going into landfill, and provides a more cost-effective solution for our customers.

agilico₂
zero

Hardware Life Extension

We also work with our customers during the life of their Contracts to help them reduce their print and this combined with new ways of working since Covid-19 has resulted in reduced volume going through devices.

To deal with this from a sustainable and cost perspective, prior to the end of a primary Contract, we review the client's devices' usage and produce a device utilisation report – which shows the % of volume used and % of volume of life left – often this can be well in excess of 50% life remaining.

We then make a proposal to the client to extend their primary Contract into a second term. This approach realises substantial cost and environmental savings for the client.

For **'High mileage' end-of-life products'**, our Workshops strip these down into constituent material types and individual consumable and component parts for processing. Where appropriate, these recycled parts and consumables are used to maintain and extend the life of similar devices still operating effectively in the field, and also in our equipment refurbishment process. Remaining elements of this strip-down process are then recycled via our approved Waste Management company.

Packaging Recycling

We are a licensed waste carrier and it is our policy to leave no waste at Client sites.

We remove all packaging at the point of delivery and installation of the new devices. Packaging from devices delivered to us is segregated and then uplifted and treated by licensed waste carriers and brokers accredited to ISO 14001. Packaging used to protect equipment during installation is returned to our sites to be re-used in future installs.

Any parts unfit for reuse by our Recycling Centre will be stripped down and segregated into appropriate component batches, recovering vital materials such as metal and plastic which are subsequently sent to our dedicated Waste Management companies.

Collection of Used Items for Recycling

We provide free collection and recycling of used toner cartridges part of our commitment to reducing environmental impact. This service is aligned with the WEEE Directive and the Restriction of Hazardous Substances (RoHS) Guidelines.

Engineer Onsite Visits

Our engineers are committed to environmental work practices during all site visits.

Any new parts fitted onsite will be unboxed and all packaging returned to our warehouse. Cardboard boxes, bubble wrap and packaging will be returned, then re-used by our Stores and Recycling departments where possible.

How we will help our Customers to improve their school/Trust's sustainable practices

We only work with ethical suppliers who follow a strict code of practice and transparency in their supply chain and adhere to their corporate, social and ethical responsibilities.

All of our proposed brands place sustainability at the core of their business.



They have all been an ENERGY STAR partner for more than 20 years.

In addition, Lexmark and Ricoh were awarded a Platinum rating in the sustainability survey conducted by EcoVadis with Canon, Konica Minolta and Sharp all awarded a Gold rating.

These recognitions places Ricoh and Lexmark amongst the top 1% of companies assessed and Canon, Konica



as



Minolta and Sharp in the top 5% in our industry in terms of sustainability performance.

Agilico Zero devices

Our offering of **Agilico ZERO** devices will have an immediate positive impact on customers carbon reduction goals.

Proposed devices (New or Agilico ZERO) are more energy efficient than outgoing devices

Our proposed devices are much more energy-efficient than outgoing devices and this will greatly help towards customers' sustainability ambitions.

Environmental Features of proposed devices

The proposed devices have built in advanced management features, such as quick start-up and recovery along with low sleep-mode electricity consumption which helps save energy without getting in the way of productivity.



Quick Start-up and Recovery

Enables fast warm up and recovery times, speeds job queues and maximizes customer satisfaction while saving energy.



Weekly timer

Switches to low energy consumption sleep mode on a specified day and time of the week to help balance system availability and power consumption.



Sleep mode timer

Places the machine in very low energy consumption sleep mode after a predetermined time. Because the machine is not off, it can be awoken quickly for use.



Polymerized PXP™ Toner

Provides more vivid colors and smoother gradations for improved photographic reproduction while using less temperature/heat energy.



Auto on/off timer

System can be turned on or off at specified times, allowing customers to match system availability and power consumption to their work schedule to reduce costs.

Other features are auto on/off or weekly timers allowing our customers to match their office work hours and all helping towards saving power consumption and electricity costs.

We will work with each customer to ensure their solution provides the most cost-effective and environmentally efficient features.

Environmental benefits of proposed Print Management software

Our proposed Print Management Software (PMS) solutions will also assist our customers in their efforts to minimise their impact on the environment.

Our PMS solutions will reduce printing levels and minimise waste. One of the main ways to help reduce costs and encourage best practice is by **“changing printing behaviour”** and educating users on reducing printing by using digital alternatives, wherever possible.

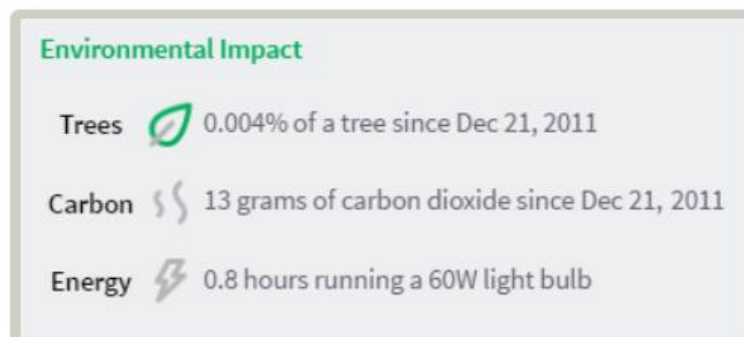
We will work with our customers to show how our PMS solutions can reduce printing levels by helping to change users' printing behaviour.

Implementing monitoring, quotas and charging are effective ways of drawing a user's attention to their printing habits, associated costs and environmental impact. Highlighting the environmental aspects of user activities, as well as the associated cost, is another clever way of modifying print behaviour.

Some of the many benefits of using PMS solutions are the tools that are readily available to support environmental policy aims.

The environmental impact of the use of MFDs and their page output is expressed as three statistics:

1. **Trees**, or the number of trees that were expended to make the paper used
2. **Carbon**, or the CO2 equivalent in greenhouse gases released during the paper production
3. **Energy**, or the energy used by the copy/print process when producing the page output. This is expressed as the equivalent amount of time required to run a 60W incandescent lightbulb, so as to be easier to understand.



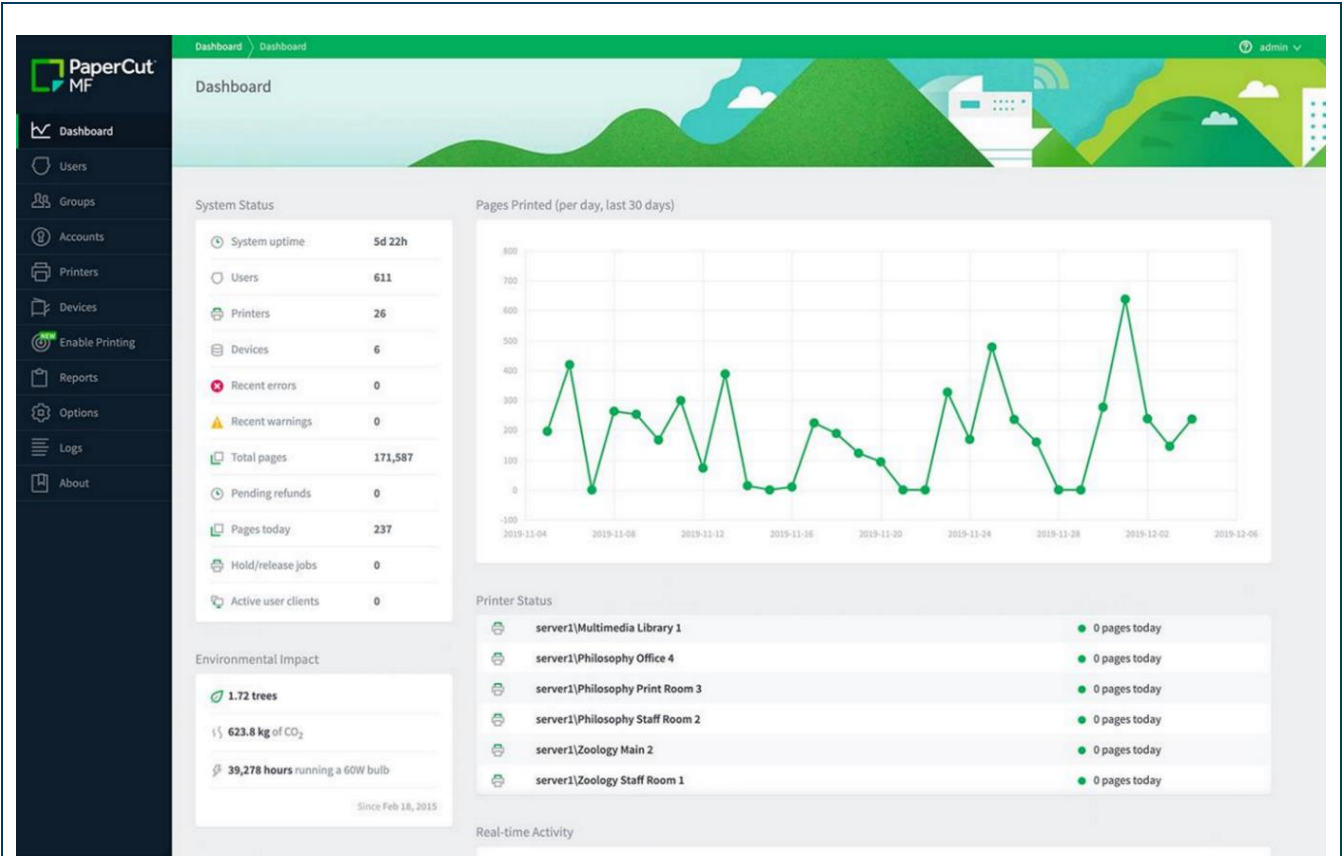
We will work with our customers from the outset of the Contract to ensure that all of the cost-effective and environmentally-efficient features are set up on the new devices and software, and that all users are fully familiar with the use of them and their benefits.

Environmental Reports

We will use our PMS solutions' environmental reports to measure environmental considerations and track on an on-going basis:

Our PMS solutions provide a variety of environmental reports summarising the environmental impact of printing activity.

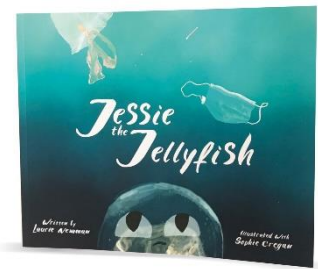
See below an example from the dashboard on the PaperCut home page which has a widget that reports on environmental impact:



Our proposed PMS solutions also have an environmental dashboard that can be shared with each user:



- **Jessie the Jellyfish Initiative:** Agilico has partnered with the author of *Jessie the Jellyfish*, a children's book that raises awareness about ocean plastic pollution and environmental responsibility. Agilico donates copies of the book to primary schools that purchase Agilico Zero devices. This initiative not only promotes sustainable technology but also helps to educate the next generation on the importance of reducing waste and protecting the environment. By embedding sustainability into educational settings, Agilico is supporting the customers' goal of fostering long-term environmental awareness and action.



Environmental Benefits/Achievements expected to be delivered

From our experience, environmental impact can be significantly reduced and financial savings of 30%-40% achieved through a combination of the following:

- **Auto Duplex** – All new devices will be set to default to duplex, ensuring that print jobs use the minimum amount of paper.
- **Default to mono** – All devices to be set to default to mono output. When colour output is required, the user can adjust the print settings accordingly after which the device will once again default to mono.
- **Secure Printing** – reduce waste from unwanted prints, by automatically deleting them from the print queue after a time specified by you.

Secure print along with “timed out” print, avoids this waste and unnecessary cost. Users will have the opportunity to delete at the device any print jobs which may no longer be needed.

- **Print Job “pop-ups”** - at the point of sending a print job, users will see a cost comparison between printing in mono ‘v’ colour and enable them to make fully informed and costed choices.
- **Scanning** – One of the most effective methods of reducing page volume, paper consumption and associated costs, is to advise and encourage operators to use the scanning facility on every new MFD wherever possible, to distribute or file documents electronically.

In addition to the above, the undernoted will assist our customers in reducing its carbon footprint:

- All devices will be delivered from our nearest branch using our own Logistics teams and organised to ensure the minimum number of journeys.
- Carbon footprint will be reduced by engineers being based locally.

- Our company vehicles are 87% either hybrid or electric.
- Our Helpdesk provides remote support with approximately 50% of hardware and 98% of software calls fixed remotely.

Conclusion

We work closely with our customers to ensure that their print solutions are cost-effective and environmentally efficient, offering guidance on sustainable usage practices.

Through these comprehensive and innovative sustainability initiatives outlined above, Agilico is dedicated to supporting our customers end users in achieving their environmental goals while optimising operational efficiency.

1.6. Form of Tender Declaration

NOTE TO SUPPLIER

If you are a Consortium, the Form of Tender must be signed by each member of the Consortium and the lead member must be identified.

Framework for the Provision of Multifunctional Devices (the Contract)

Form of Tender

To	HEART Academy Trust, Emerald Court Pilgrim Centre, Bedford MK41 7PZ
Date	28 th April 2025

Dear Sir/Madam

Tender for the Contract

I/We the undersigned, tender and offer to provide the Contract as listed below which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of tendering for the provision of the Contract and upon the terms of the Contract.

Attached to this Form of Tender are the following:

1. My/our response to the Tender
2. A signed Certificate of Non-Collusive Tendering and Non-Canvassing.
3. Any other documents necessary for return with the Tender

I/We confirm that:

- We accept the Contract as issued with the Invitation to Tender
- In the event of acceptance of our Tender to execute the Contract within 15 business days of acceptance (or otherwise agreed by the Contracting Authority), and in the interim, provide the Contract in accordance with the Contract if necessary
- The information supplied to you forming part of this Tender; and (to avoid doubt) any information that I/We supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm and undertake that if any such information becomes untrue or misleading that I/We shall notify you immediately and update such information as needed.

I/We confirm that I/We are authorised to commit the supplier to the contractual obligations contained in the Invitation to Tender and the Contract.

I/We understand that the Contracting Authority reserves the right to accept or refuse this Tender whether it is the lower, the same, or higher than any other Tender.

Signed By	Warren Colby
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Name	Warren Colby
Position	Managing Director
For and on Behalf Of	Agilico Workplace Technology Limited

1.7. The use of Generative AI

- 1.7.1. Content created with the support of Generative AI tools such as, but not limited to Large Language Model generative AI (LLM's), may include inaccurate or misleading statements; where statements, facts or references appear plausible, but are in fact false. AI can predict a “statistically plausible” string of text, however statistical plausibility does not necessarily mean that the statements are factually accurate. As AI's do not have a contextual understanding of the question they are being asked, or the answer they are proposing, they are unable to identify or correct any errors they make in their response.
- 1.7.2. Value Match recommends suppliers not to write their tender responses solely using AI since the questions have been designed to be in line with the specification and to provide suppliers the chance to demonstrate that they fully understand the tender requirements.
- 1.7.3. Given the above-mentioned concerns, please respond to the following set of questions (For Information Only - Not Scored):

Number	Title	Word Count	Weighting
17	Generative AI	N/A	N/A
Question			

AI tools can be used to improve the efficiency of your bid writing process; however, they may also introduce an increased risk of misleading statements via 'hallucination'.

Have you used AI or machine learning tools, including large language models, to assist in any part of your tender submission?

Yes ☐
No ☒

If yes, please detail any instances where AI or machine learning tools, including large language models have been used to generate written content, or support your bid submission.

Please provide details: ...Not Applicable.....

Where AI tools have been used to support the generation of Tender responses, please confirm that they have been checked and verified for accuracy:

Yes ☐
No ☐

Please provide details:Not Applicable as not used.....

I/We confirm that the information provided above is accurate and true.
I/we acknowledge that I/we may be required to provide Value Match with further information if requested.

Signed By	Warren Colby
Name	Warren Colby
Position	Managing Director
For and on Behalf Of	Agilico Workplace Technology Limited

1.8. Certificate of Non-Collusion and Non-Canvassing

Framework for the Provision of Multifunctional Devices

Certificate of Non Collusions and Non Canvassing

To	HEART Academies Trust, Emerald Court Pilgrim Centre, Bedford MK41 7PZ
Date	28th April 2025

As a public body it is imperative that the Contracting Authority receives genuine competitive offers from suppliers, and that all suppliers act in a manner that is honest and reflects best practice. Suppliers are therefore required to sign this document to certify that they have not and will not undertake any acts of canvassing or collusion.

Statement of Non-Canvassing

We hereby certify that we have not canvassed any member, officer, representative or adviser of the Contracting Authority in connection with this Tender, and that no such person employed by us, or acting/advising on our behalf has committed such an act.

We further undertake that we will not canvass any member, officer, representative or advisor of Contracting Authority in connection with this Tender or the proposed award of the Contract, and that no person employed by us, or acting/advising on our behalf will do so.

Statement of Non-Collusion

We certify that this is a bona fide offer, intended to be competitive, and that we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

We also undertake that at any time during the tender process, and (in the event of our Tender being successful) while the resulting Contract is in force, we have not, and will not:

1. Enter into an agreement with any other person to the effect that they shall refrain from tendering, or seeking to fix the amount of any offer submitted by them;
2. Inform any other person than the Contract Authority of the details of the submitted Tender, except where such disclosure is essential for insurance purposes, or for any other legitimate legal or regulatory requirements;
3. Cause or induce any other person to enter into such agreement as described in paragraph 1 above; and
4. Commit any offence under either the Competition Act 1998, the Enterprise Act 2002, the Bribery Act 2010, or s117 of the Local Government Act 1972.

In this certificate, references to a 'person' include any person, body, association, or corporate entity, and reference to any 'agreement' include any arrangement whether legally binding or not. Words in the singular shall include the plural and vice versa.

Signed By	<i>Warren Colby</i>
Name	Warren Colby
Position	Managing Director
For and on Behalf Of	Agilico Workplace Technology Limited

Schedule 3 – Pricing

Supplier Name:	Agilico Workplace Technology Limited										
Lifetime Costs											
Category	New Device Minimum Requirements						New Reprographics		Refurbished - 80% life cycle		
	Min speed 30ppm A4 Printer - Mono	Min Speed 30ppm A4 Printer - Colour	Min Speed 30ppm A4 MFD - Colour	Min Speed 30ppm A4 MFD - Mono	Min speed 25ppm A4/A3 Colour Mfd	Min speed 45ppm A4/A3 Colour Mfd	Min Speed 70pppm A4/A3 Colour MFD	Min Speed 90ppm A4/A3 Mono MFD	Min speed 25ppm A4/A3 Colour Mfd	Min speed 45ppm A4/A3 Colour Mfd	
Manufacturer Make	Konica Minolta	Konica Minolta	Konica Minolta	Lexmark	Sharp	Ricoh	Konica Minolta	Ricoh	Ricoh	Konica Minolta	
Model	4700i	C3301i	C3321i	XM3350	BPC50C26	IM C4510	C751i	IM 9000	IM C3000	C451i	
Speed - ppm	47	33	35	47	26	45	75	90	30	45	
Outright purchase price	£ 550.00	£ 695.00	£ 825.00	£ 649.00	£ 1,685.00	£ 2,095.00	£ 5,995.00	£ 4,250.00	£ 1,195.00	£ 1,400.00	
Fixed Quarterly Lease Cost (4 years) Per Qtr.	£ 35.92	£ 45.39	£ 53.88	£ 42.39	£ 110.05	£ 136.82	£ 391.53	£ 277.57	£ 90.07	£ 105.52	
Mono: Cost per Copy/Print	£ 0.0039	£ 0.0035	£ 0.0045	£ 0.0059	£ 0.0020	£ 0.0020	£ 0.0025	£ 0.0026	£ 0.0020	£ 0.0020	
Colour: Cost per Copy/Print		£ 0.0250	£ 0.0250		£ 0.0195	£ 0.0195	£ 0.0190		£ 0.0199	£ 0.0199	
Indicative Monthly Volume (Mono)	1,500	600	2,500	5,000	3,000	6,000	20,000	50,000	3,000	6,000	
Indicative Monthly Volume (Colour)		600	2,500		3,000	6,000	20,000		3,000	6,000	
Total Purchase Cost per Category over 4 Year term	£830.80	£1,515.80	£4,365.00	£2,065.00	£4,773.80	£8,272.60	£26,635.00	£10,490.00	£4,347.16	£7,704.32	
Total Lease Cost per Category over 4 Year term	£855.52	£1,547.04	£4,402.08	£2,094.24	£4,849.60	£8,366.72	£26,904.48	£10,681.12	£4,593.28	£7,992.64	
General Costs	Option 1	Option 2							Total Cost of ownership over 4 year term		
Name of product	uniFLOW Online	PaperCut Hive / PaperCut MF-S							Total Cost Purchase: Total Cost Lease:		
Category	Cost	Cost									
Installation & Delivery	£ -	£ -							£70,999.48	£72,286.72	
De-Installation	£ -	£ -									
Print Management Software Subscription per year. x1 Device Licence with M&S and configuration.	£ 327.09	£ 251.70	Note: Please note that these costs are based on a licence model of 1 - 9 devices and includes M&S and Configuration. Additional costs may be applicable such as Project Management and Training where							Overall PricingTotal	
USB Card Reader - Print Management Authentication. x1 per MFD.	£ 155.03	£ 109.00							£143,768.32		
Total	£ 482.12	£ 360.70	*This cost for the second software option has not been included in Cell U23 as we did not want to alter any of your formula's								

Schedule 4 - Framework Management

1. Strategic Relationship

- 1.1 The successful delivery of this Contract will rely on the ability of the Supplier and HEART to develop a strategic relationship immediately and maintaining this relationship throughout the Framework Contract Period.
- 1.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and HEART.
- 1.3 This Schedule outlines the general structures and management activities that the Parties shall follow during the Framework Contract Period.

2. Framework management

2.1. Framework Management Structure

- 2.1.1. The Supplier shall provide a suitably qualified nominated contact (the “Supplier Framework Manager”) who will take overall responsibility for delivering the Services required within this Contract, as well as a suitably qualified deputy to act in their absence.
- 2.1.2. The Supplier shall put in place a structure to manage this Contract in accordance with Schedule 1 (Specification) and the Key Performance Indicators.
- 2.1.3. A governance structure will be agreed between the Parties as soon as reasonably practicable following the Framework Start Date.

2.2. Supplier Review Meetings

- 2.2.1. Regular performance review meetings will take place throughout the Framework Contract Period (“Supplier Review Meetings”) at such times and frequencies as HEART determine from time to time (which are anticipated to be once every Month or less). The Parties shall be flexible about the timings and format of these meetings.
- 2.2.2. The Supplier Review Meetings will be used to review the Supplier’s performance under this Contract.
- 2.2.3. The Supplier Review Meetings shall be attended, as a minimum, by HEART representative(s) and the Supplier Framework Manager.

3. KPI's

3.1. A KPI is best described as a Performance measure of an activity that is critical to the success of the Organisation.

3.2. In this Contract key performance indicators ("KPIs") will be used:

- To ensure that agreed minimum levels of performance on the Contract are being met and to drive service performance above these levels (encouraging effective joint working).
- To formulate performance reports, which will be reviewed as a standing agenda at monthly Contract meetings. At this point the Supplier can bring forward suggestions for the improvement of the performance of the Contract and the delivery of the Services.
- To monitor and forecast performance, so if there any performance concerns the Supplier or Buyer shall alert the other party as soon as practicable.
- To drive improved performance, whereby performance is below the target for the same KPI for 2 or more monthly measurement periods or 1 quarterly measurement period, by producing and implementing a Performance Improvement Plan (PIP).

KPIs / SLA have been agreed at framework level. Customers have the option to discuss additional KPIs with the Supplier related to their individual Call Off Contract..

3.2.1. Involved parties shall commit to developing an environment that is easy to conduct business aiming to optimise services and outcomes whilst seeking to reduce costs, risks, and time for all parties. The objective is to cultivate strong relationships, where each party is responsive to the needs of the other in fulfilling contractual obligations. Professional conduct is expected from all parties at all times.

3.3. KPIs should be reported at regular intervals, agreed with the MAT. Where any indicators are not improving over time, this will be discussed with Value Match and the Trust, and steps to rectify should be identified. If there are reasons metrics are not improving, such as a negative impact on conflicting metrics (e.g. switch to healthier meals is reducing uptake), these conflicts should be discussed with the trust and a plan for future months should be agreed.

3.4. KPIs will be actively monitored and reported on throughout the duration of any contracts. The selected KPIs and target values would be agreed with each MAT, and may include but is not limited to, number of meals provided, number of free school meals provided, cost of meals, nutritional measures (e.g. salt and sugar content), proportion of meals with red meat, proportion of spend on core menu items, spend with local suppliers, packaging waste, student feedback (e.g. satisfaction surveys), complaints, resolutions and service time.

Schedule 5 - Management Information

1. MI Reporting

- 1.1. The Supplier shall, at no charge, provide timely, full, accurate and complete MI Reports which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that HEART may issue from time to time.
- 1.2. HEART may change the MI Reporting Template from time to time (including the data required and/or format) and issue a replacement version. HEART shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

2. Reporting period

- 2.1. MI Reports must be completed and returned by the fifth (5th) working day of quarter during the Framework Contract Period and thereafter until all transactions relating to Call-Off Contracts have permanently ceased. If at any point there is a period of a month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.
- 2.2. In an MI Report, the Supplier should report contract data that is quarterly in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once, i.e. when the Order is received.

3. MI Reporting Template

Bedford Academy • Mile Road • Bedford • MK42 9TR
t: 01234 301500 • e: info@bedfordacademy.co.uk
www.heartacademiustrust.co.uk
Company Registration Number: 06969741

Sponsored by



HARPUR TRUST

Total Spend:

Total MI Payable:

Submission Date:

Supplier Name:

Reporting Period:

3.1. The screenshot of MI report is provided above. Editable Excel version is attached with this document.

Schedule 6 - Order Form Template and Call-Off Specific Terms

Customers will utilise either the Lease Call Off Template, or the Cash Purchase call Template, depending on how they wish to secure the service.

LEASE CALL OFF TEMPLATE appended as Schedule 6A

CASH PURCHASE CALL OFF TEMPLATE appended as Schedule 6B

4. Commercially Sensitive Information

- 4.1 In this Section, the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 4.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Section applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 4.3 Without prejudice to the Relevant Customer's obligation to disclose Information in accordance with FOIA or Clause 19 of TC's (When you can share information), the Relevant Customer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No	Date	Item(s)	Duration of Confidentiality
1	May 2025	The entire contents of the Call Off Contract and Agilico Tender Submission	Duration of the Contract.

Schedule 7 - Call-Off Award Procedure

This Call-Off Procedure will be refined and co-developed with the Supplier to achieve an efficient way of operating to benefit the Buyer(s), therefore this Schedule is subject to change.

1. How a Call-Off Contract is awarded

- 1.1. If a potential Buyer decides to source goods or services through this Framework Contract, then it will award the Call-Off Contract in accordance with the procedure in this Schedule and the requirements of the Regulations.

2. How the award works

- 2.1. The Buyer, when awarding a Call-Off Contract under this Framework Contract shall agree a clear set of requirements from which the Supplier can provide a proposal.
- 2.2. The Supplier proposal shall inform the Buyer how the requirements will be delivered, the delivery model, and the number of applicable days. All pricing is based on the pricing contained within Schedule 3 - Supplier's Tender Response, attached with this document.

3. Awarding and creating a Call-Off Contract

- 3.1. A Buyer may award a Call-Off Contract with the Supplier by sending (including electronically) a signed Order Form as set out in Schedule 6 – Order Form Template and Call-Off Specific Terms
- 3.2. The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract) which is not as described in this Paragraph 3 shall not constitute a Call-Off Contract under this Contract.
- 3.3. On receipt of an Order Form as described in Paragraph 3.1 from a Buyer, the Supplier shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the Order Form to the Buyer concerned.

[Additional information may be added during framework mobilisation stage based on the successful tender response]

Schedule 8a – Special Terms and Conditions (LEASING)

1. Where the Customers requirements are intending to incorporate leasing requirements Suppliers must provide the leasing terms and conditions they propose to use in such circumstances for review by the Customer.
2. The following core principles must be **applied** to the lease terms and conditions. Failure to adhere to these core principles may result in the Supplier being in breach of Contract.
3. The Lease Agreement will form part of any Call Off Contract, and when used, for the avoidance of doubt, the order of precedence shall be
 - **Framework Core Terms and Conditions**
 - **Issued invitation to tender**
 - **Suppliers' tender response**
 - **Approved** lease terms and conditions
4. Core Principles
 - **Environmental Compliance:** Ensure the lease agreement includes provisions for compliance with environmental regulations, such as the Waste Electrical and Electronic Equipment (WEEE) Directive.
 - **Termination Clauses:** Define the conditions under which the contract can be terminated by either party, including any penalties or fees for early termination.
 - **Flexibility and Scalability:** Include terms that allow for flexibility in scaling the number of devices up or down based on changing organisational needs.
 - **Cost Transparency:** Clearly outline all costs associated with the lease, including upfront fees, monthly payments, and any additional charges for overages or extra services. Ensure there are no hidden fees and that the pricing structure is transparent.
 - **Renewal Period:** Clearly outline provisions and approach to manage any follow on leasing renewal period.
 - **Terms and conditions:** present a fair equal and transparent mechanism to operate to enable a successful partnership.
 - **Data:** must be stored within the UK and managed in accordance with industry standards and UK legislation.
5. Where the Supplier has proposed lease terms and conditions that require a minor adjustment to achieve compliance this will be considered and subject to agreement through the Call Off process.
6. The volume rebate **MUST** be paid on all lease arrangements and continue to be included within the Management Information submissions.

Schedule 8b - Terms and Conditions

1. Basis Of Contract

- 1.1. The Award Form constitutes an acceptance of the Contractor's offer to the Trust to provide the Services subject to and in accordance with the terms and conditions of the Contract.

2. Supply of Services/Goods ("Deliverables")

- 2.1. Contractor shall provide the Deliverables to the Trust for the Term subject to and in accordance with the terms and conditions of the Contract.
- 2.2. In providing the Deliverables, the Contractor shall:
- 2.3. Co-operate with the Trust in all matters relating to the Deliverables and comply with all the Trust's instructions.
- 2.4. Provide and perform the Deliverables with all reasonable care, skill and diligence in accordance with Good Industry Practice in the Suppliers' industry, profession or trade.
- 2.5. Use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract.
- 2.6. Ensure that the Goods and Services shall conform with all descriptions and specifications set out in the Specification.
- 2.7. Comply with all applicable laws; and
- 2.8. Provide all equipment, tools and vehicles and other items that are required to provide the Deliverables.
- 2.9. The supplier will use its own policies, processes and internal quality control measures as long as they don't conflict with the Contract.
- 2.10. The Supplier must supply goods and services with a warranty of at least 90 days from Delivery against all obvious defects.

3. How the contract works

- 3.1. The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 3.2. HEART doesn't guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.

- 3.3 HEART has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 3.4 If the Customer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Customer can:
- make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
 - create new Call-Off Schedules
 - exclude optional template Call-Off Schedules
 - use Special Terms in the Order Form to add or change terms
- 3.5 Each Call-Off Contract:
- is a separate Contract from the Framework Contract
 - is between a Supplier and a Customer
 - includes Core Terms, Schedules and any other changes or items in the completed Order Form
 - survives the termination of the Framework Contract
- 3.6 Where the Supplier is approached by an eligible Customer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify HEART if the eligible Customer won't use this Framework Contract.
- 3.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Customer no warranty of its accuracy is given to the Supplier.
- 3.8 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- verify the accuracy of the Due Diligence Information
 - properly perform its own adequate checks
- 3.9 HEART and the Customer won't be liable for errors, omissions, or misrepresentation of any information.
- 3.10 The Supplier warrants and represents that all statements made, and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. Goods clauses

- 4.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

- 4.2 All manufacturer warranties covering the Goods must be assignable to the Customer on request and for free.
- 4.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier (except where the Customer enters into a Lease Agreement).
- 4.4 Risk in the Goods transfers to the Customer on Delivery of the Goods but remains with the Supplier if the Customer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 4.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 4.6 The Supplier must deliver the Goods on the date and to the specified location during the Customer's working hours.
- 4.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 4.8 All deliveries must have a delivery note attached that specifies the order number, type, and quantity of Goods.
- 4.9 The Supplier must provide all tools, information and instructions the Customer needs to make use of the Goods.
- 4.10 The Supplier must indemnify the Customer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 4.11 The Customer can cancel any order or part order of Goods which has not been Delivered. If the Customer gives less than 14 days' notice, then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 4.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Customer's option and request) any Goods that the Customer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Customer's costs including repair or re-supply by a third party.

5. Services clauses

- 5.1 The Supplier must co-operate with the Customer and third-party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 5.2 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

- 5.3 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 5.4 The Supplier must take all reasonable care to ensure performance does not disrupt the Customer's operations, employees, or other contractors.
- 5.5 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 5.6 The Customer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

6 Pricing and payments

- 6.1 In exchange for the Deliverables, the Supplier must invoice the Customer for the Charges in the Order Form.
- 6.2 Suppliers agree to a 0.9% management fee charge calculated against the total invoices value of every awarded contract through the Framework, payable to Value Match Services.
- 6.3 Value Match Services will invoice the Supplier for the Management Charge and the Supplier must pay it using the process.
- 6.4 Value Match Services will charge a monthly Framework Management fee to the Supplier.
- 6.5 Value Match Services reserves the right to remove the Management Charge at any time. The Management Charge will be subject to ongoing review as part of relationship and contract management, and if both Parties (the Supplier, Heart Academy Trust) reasonably agree there is insufficient Return on Investment, this fee will be subject to adjustment or termination. For the avoidance of doubt the purpose of the Management Charge is to accelerate uptake and implementation while ensuring customer contracts are fully compliant and utilise the agreement to the anticipated volumes.
- 6.6 All Charges and the Management Charge:
 - Exclude VAT, which is payable on provision of a valid VAT invoice
 - Include all costs connected with the Supply of Deliverables
- 6.7 The Customer must pay the Supplier the Charges within 30 days of receipt by the Customer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 6.8 A Supplier invoice is only valid if it:

- includes all appropriate references including the Contract reference number, order number and other details reasonably requested by the Customer
 - includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
 - doesn't include any Management Charge (the Supplier must not charge the Customer in any way for the Management Charge)
- 6.9 The Customer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 6.10 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, HEART or the Customer can publish the details of the late payment or non-payment.
- 6.12 If HEART or the Customer uses Clause 6.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 6.13 HEART and the Customer's right to enter into a direct agreement for the supply of the relevant items is subject to both:
- the relevant item being made available to the Supplier if required to provide the Deliverables
 - any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any license fees or early termination charges
- 6.14 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

7 Safeguarding

- 7.1 All relevant Supplier personnel who will be in contact with children / young people and vulnerable adults shall have undertaken appropriate training to ensure that they are aware of Safeguarding issues and referral procedures for vulnerable children. The training course content should be approved by the Employer. The Supplier need to provide all necessary vetting procedures to evidence that all their personnel who have got direct contact with Children are Disclosure and Barring Service checked.

8 The Customer's obligations to the supplier

- 8.1 If Supplier Non-Performance arises from a Customer Cause:
- neither HEART or the Customer can terminate a Contract under Clause 13.3.1

- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

8.2 Clause 8.1 only applies if the Supplier:

- gives notice to the Party responsible for the Customer Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Customer Cause
- mitigated the impact of the Customer Cause

9 Record keeping and reporting

9.1 The Supplier must attend Progress Meetings with the Customer and provide Progress Reports when specified in the Order Form.

9.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.

9.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

9.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

9.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Relevant Customer and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

9.6 The Supplier must provide HEART with a Self-Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- the methodology of the review
- the sampling techniques applied
- details of any issues
- any remedial action taken

9.7 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

10 Supplier staff

10.1 The Supplier Staff involved in the performance of each Contract must:

- be appropriately trained and qualified
 - be vetted using Good Industry Practice and the Security Policy
 - comply with all conduct requirements when on the Customer's Premises
- 10.2 Where a Customer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 10.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 30.
- 10.4 The Supplier must provide a list of Supplier Staff needing to access the Customer's Premises and say why access is required.
- 10.5 The Supplier indemnifies HEART and the Customer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

11 Rights and protection

- 11.1 The Supplier warrants and represents that:
- it has full capacity and Customer to enter into and to perform each Contract
 - each Contract is executed by its authorised representative
 - it is a legally valid and existing organisation incorporated in the place it was formed
 - there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
 - it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
 - it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
 - it is not impacted by an Insolvency Event
 - it will comply with each Call-Off Contract
- 11.3 The Supplier indemnifies both HEART and every Customer against each of the following:
- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
 - non-payment by the Supplier of any tax or National Insurance
- 11.4 All claims indemnified under this Contract must use Clause 29.
- 11.5 HEART or a Customer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

- 11.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify HEART and every Customer.
- 11.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Customer's benefit by the Supplier.

12 Intellectual Property Rights (IPRs)

- 12.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Customer a nonexclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- receive and use the Deliverables
 - make use of the deliverables provided by a Replacement Supplier
- 12.2 Any New IPR created under a Contract is owned by the Customer. The Customer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 12.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 12.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 12 or otherwise agreed in writing.
- 12.5 If there is an IPR Claim, the Supplier indemnifies HEART and each Customer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 12.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Customer's sole option, either:
- obtain for HEART and the Customer the rights in Clause 12.1 and 12.2 without infringing any third party IPR
 - replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

13 Ending the contract

13.1 Contract end and extension

- 13.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

13.1.2 The Relevant Customer can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

13.2 Ending the contract without a reason

13.2.1. HEART and the Supplier has the right to terminate the Framework Contract at any time without reason or liability by giving at least 30 days' notice and if it's terminated Clause 13.5 to 13.7 applies.

13.2.2. Each Customer and the Supplier has the right to terminate their Call-Off Contract at any time without reason or liability by giving the other party not less than 90 days' written notice and if it's terminated Clause 13.5 to 13.7 applies.

13.3 When HEART or the Customer can end a contract

13.3.1. If any of the following events happen, the Relevant Customer has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event
- there's a Contract Default that is not corrected in line with an accepted Rectification Plan
- the Relevant Customer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material Default of the Contract
- there's any material Default of any Joint Controller Agreement relating to any Contract;
- there's a Default of Clauses 4.10, 12, 17, 18, 30, 35 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
- there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Customer in writing
- there's a Variation to a Contract which cannot be agreed using Clause 26 (Changing the contract) or resolved using Clause 36 (Resolving disputes)
- if the Relevant Customer discovers that the Supplier was in one of the situations in 57 (1) or
- 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring HEART or the Customer into disrepute or diminish the public trust in them

- 13.3.2. HEART may terminate the Framework Contract if a Customer terminates a Call-Off Contract for any of the reasons listed in Section 13.3
- 13.3.3. If there is a Default, the Relevant Customer can, without limiting its other rights, request that the Supplier provide a Rectification Plan.
- 13.3.4. When the Relevant Customer receives a requested Rectification Plan it can either:
- reject the Rectification Plan or revised Rectification Plan, giving reasons
 - accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties
- 13.3.5. Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Customer:
- must give reasonable grounds for its decision
 - may request that the Supplier provides a revised Rectification Plan within 5 Working Days
- 13.3.6. If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Customer has the right to immediately terminate the Contract and Clause 13.5.2 to 13.5.7 applies.

13.4 What happens if the contract ends

Where the Relevant Customer terminates a Contract under Clause 13.3.1 all of the following apply:

- 13.4.2. The Customer's payment obligations under the terminated Contract stop immediately.
- 13.4.3. Accumulated rights of the Parties are not affected.
- 13.4.4. The Supplier must promptly delete or return the Government Data except where required to retain copies by law.
- 13.4.5. The Supplier must promptly return any of HEART or the Customer's property provided under the terminated Contract.
- 13.4.6. The Supplier must, at no cost to HEART or the Customer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- 13.4.7. The following Clauses survive the termination of each Contract: 5.10, 9, 10.2, 11, 14, 17, 18, 19, 20 and any Clauses and Schedules which are expressly or by implication intended to continue.

13.5. When the supplier can end the contract

13.5.1. The Supplier can issue a Reminder Notice if the Customer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Customer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

13.5.2. If a Supplier terminates a Call-Off Contract under Clause 13.5.1:

- the Customer must promptly pay all outstanding Charges incurred to the Supplier
- the Customer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- The Customer must ensure they comply with the requirements of any Lease Agreement they have signed.

13.6. When subcontracts can be ended

At the Customer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Customer in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 13.3
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Customer

13.7. Partially ending and suspending the contract

13.7.1. Where HEART has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

13.7.2. Where HEART has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

13.7.3. Where the Customer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Customer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

- 13.7.4. The Relevant Customer can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 13.7.5. The Parties must agree any necessary Variation required by Clause 13.8 using the Variation Procedure, but the Supplier may not either:
- reject the Variation
 - increase the Charges, except where the right to partial termination is under Clause 13.2
- 13.7.6. The Customer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 13.7

14. How much you can be held responsible for

- 14.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.
- 14.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form
- 14.3 No Party is liable to the other for:
- any indirect Losses
 - Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)
- 14.4 In spite of Clause 14.1 and 14.2, neither Party limits or excludes any of the following:
- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
 - its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
 - any liability that cannot be excluded or limited by Law
 - its obligation to pay the required Management Charge or Default Management Charge
- 14.5 In spite of Clauses 14.1 and 14.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 10.5, 11.3, 12.5, 15.2 or 17.8 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 14.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

14.7 When calculating the Supplier's liability under Clause 14.1 or 14.2 the following items will not be taken into consideration:

- Deductions
- any items specified in Clause 11.5

14.8 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

15. Obeying the law

15.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

15.2 The Supplier indemnifies HEART and every Customer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.

15.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 15.1 and Clauses 30 to 35.

16. Insurance

16.1 The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

17. Data protection

17.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

17.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

17.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed offsite location and send the Customer copies every 6 Months.

17.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

17.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently

degraded, then the Supplier must notify the Relevant Customer and immediately suggest remedial action.

- 17.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Customer may either or both:
- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Customer receives notice, or the Supplier finds out about the issue, whichever is earlier
 - restore the Government Data itself or using a third party
- 17.7 The Supplier must pay each Party's reasonable costs of complying with Clause 17.6 unless HEART or the Customer is at fault.
- 17.8 The Supplier:
- must provide the Relevant Customer with all Government Data in an agreed open format within 10 Working Days of a written request
 - must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
 - must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
 - securely erase all Government Data and any copies it holds when asked to do so by HEART or the Customer unless required by Law to retain it
 - indemnifies HEART and each Customer against any and all Losses incurred if the Supplier breaches Clause 17 and any Data Protection Legislation.

18. What you must keep confidential

- 18.1 Each Party must:
- keep all Confidential Information it receives confidential and secure
 - not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
 - immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information
- 18.2 In spite of Clause 18.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the
 - Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
 - if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party

- if the information was given to it by a third party without obligation of confidentiality
 - if the information was in the public domain at the time of the disclosure
 - if the information was independently developed without access to the Disclosing Party's Confidential Information
 - to its auditors or for the purposes of regulatory requirements
 - on a confidential basis, to its professional advisers on a need-to-know basis
 - to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010
- 18.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Customer at its request.
- 18.4 HEART or the Customer may disclose Confidential Information in any of the following cases:
- on a confidential basis to the employees, agents, consultants and contractors of HEART or the Customer
 - on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that HEART or the Customer transfers or proposes to transfer all or any part of its business to
 - if HEART or the Customer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
 - where requested by Parliament
 - under Clause 19
- 18.5 For the purposes of Clauses 18.2 to 18.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 18.
- 18.6 Transparency Information is not Confidential Information.
- 18.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Customer and must take all reasonable steps to ensure that Supplier Staff do not either.

19. When you can share information

- 19.1 The Supplier must tell the Relevant Customer within 48 hours if it receives a Request For Information.
- 19.2 Within the required timescales the Supplier must give HEART and each Customer full cooperation and information needed so the Customer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- comply with any Environmental Information Regulations (EIR) request

19.3 The Relevant Customer may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Customer's decision, which does not need to be reasonable.

20. Invalid parts of the contract

20.1 If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

21. No other terms apply

21.1 The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

22. Other people's rights in a contract

22.1 No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

23. Circumstances beyond your control

23.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- provides a Force Majeure Notice to the other Party
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

23.2 Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

23.3 Where a Party terminates under Clause 23.2:

- each party must cover its own Losses
- Clause 13.4.2 and 13.4.7 applies

24. Relationships created by the contract

- 24.1 No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

25. Transferring responsibilities

- 25.1 The Supplier can not assign a Contract without the Relevant Customer's written consent.
- 25.2 The Relevant Customer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Customer.
- 25.3 When HEART or the Customer uses its rights under Clause 26.2 the Supplier must enter into a novation agreement in the form that HEART or the Customer specifies.
- 25.4 The Supplier can terminate a Contract novated under Clause 26.2 to a private sector body that is experiencing an Insolvency Event.
- 25.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 25.6 If HEART or the Customer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- their name
 - the scope of their appointment
 - the duration of their appointment

26. Changing the contract

- 26.1 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties.
- 26.2 The Supplier must provide an Impact Assessment either:
- with the Variation Form, where the Supplier requests the Variation
 - within the time limits included in a Variation Form requested by HEART or the Customer
- 26.3 If the Variation to a Contract cannot be agreed or resolved by the Parties, HEART or the Customer can either:
- agree that the Contract continues without the Variation
 - terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the

Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them

- refer the Dispute to be resolved using Clause 36 (Resolving Disputes)

26.4 HEART and the Customer are not required to accept a Variation request made by the Supplier.

26.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

26.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give HEART and the Customer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- of how it has affected the Supplier's costs

26.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 27.1 to 27.4.

27. How to communicate about the contract

27.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise, the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

27.2 Notices to HEART must be sent to the HEART Authorised Representative's address or email address in the Framework Award Form.

27.3 Notices to the Customer must be sent to the Customer Authorised Representative's address or email address in the Order Form.

27.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

28. Dealing with claims

28.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

28.2 At the Indemnifier's cost the Beneficiary must both:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim

- give the Indemnifier reasonable assistance with the claim if requested
- 28.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 28.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 28.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 28.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 28.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
 - the amount the Indemnifier paid the Beneficiary for the Claim

29. Preventing fraud, bribery and corruption

- 29.1 The Supplier must not during any Contract Period:
- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
 - do or allow anything which would cause HEART or the Customer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them
- 29.2 The Supplier must during the Contract Period:
- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
 - keep full records to show it has complied with its obligations under Clause 27 and give copies to HEART or the Customer on request
 - if required by the Relevant Customer, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Customer, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

- 29.3 The Supplier must immediately notify HEART and the Customer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:
- been investigated or prosecuted for an alleged Prohibited Act
 - been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
 - received a request or demand for any undue financial or other advantage of any kind related to a Contract
 - suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act
- 29.4 If the Supplier notifies HEART or the Customer of Any Prohibited Acts, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 29.5 In the case of any Prohibited Act the Supplier shall give notice to client. Notice must specify the:
- Prohibited Act
 - identity of the Party who it thinks has committed the Prohibited Act
 - action it has decided to take

30. Equality, diversity and human rights

- 30.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
 - any other requirements and instructions which HEART or the Customer reasonably imposes related to equality Law
- 30.2 The Supplier must take all necessary steps, and inform HEART or the Customer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

31. Health and safety

- 31.1 The Supplier must perform its obligations meeting the requirements of:
- all applicable Law regarding health and safety
 - the Customer's current health and safety policy while at the Customer's Premises, as provided to the Supplier

- 31.2 The Supplier and the Customer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Customer Premises that relate to the performance of a Contract.

32 Environment

- 32.1 When working on Site the Supplier must perform its obligations under the Customer's current Environmental Policy, which the Customer must provide.
- 32.2 The Supplier must ensure that Supplier Staff are aware of the Customer's Environmental Policy.

33. Tax

- 33.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. HEART and the Customer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.
- 33.2 Where the Charges payable under a Contract with the Customer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify HEART and the Customer of it within 5 Working Days including:
- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
 - other information relating to the Occasion of Tax Non-Compliance that HEART and the Customer may reasonably need
- 33.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
 - indemnify the Customer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff
- 33.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- the Customer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 34.3, or why those requirements do not apply, the Customer can specify the information the Worker must provide and the deadline for responding
- the Worker's contract may be terminated at the Customer's request if the Worker fails to provide the information requested by the Customer within the time specified by the Customer
- the Worker's contract may be terminated at the Customer's request if the Worker provides information which the Customer considers isn't good enough to demonstrate how it complies with Clause 34.3 or confirms that the Worker is not complying with those requirements
- the Customer may supply any information they receive from the Worker to HMRC for revenue collection and management

34. Conflict of interest

- 34.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 34.2 The Supplier must promptly notify and provide details to HEART and each Customer if a Conflict of Interest happens or is expected to happen.
- 34.3 HEART and each Customer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

35. Reporting a breach of the contract

- 35.1 As soon as it is aware of it the Supplier and Supplier Staff must report to HEART or the Customer any actual or suspected breach of:
- Law
 - Clause 15
 - Clauses 30 to 35
- 35.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 36.1 to the Customer or a Prescribed Person.

36. Resolving disputes

- 36.1 If there is a Dispute, the senior representatives of the Parties who have Customer to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 36.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the

Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 37.3 to 37.5.

36.3 Unless the Relevant Customer refers the Dispute to arbitration using Clause 37.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

36.4 The Supplier agrees that the Relevant Customer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

36.5 The Relevant Customer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings, unless the Relevant Customer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings

36.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

37 Which law applies

37.1 This Contract and any issues arising out of, or connected to it, are governed by English law.

Schedule 9 - Definitions

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 9 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.7 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are,

unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

- 1.3.8 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
- 1.3.9 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.10 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and
- 1.3.11 where the Customer is a Crown Body it shall be treated as contracting with the Crown as a whole.
- 1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	1 in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	2 insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	3 means the costs incurred by HEART in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the HEART on: http://HEART.cabinetoffice.gov.uk/iam-supplier/management-information/admin-fees ;
"Affected Party"	4 the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	5 in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	6 extra information which supports a Schedule;
"Approval"	7 the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	8 the Relevant Customer's right to: a) verify the accuracy of the Charges and any other amounts payable by a Customer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Customer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Customer's obligations to supply information for parliamentary,

	ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; a) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; b) carry out the Relevant Customer's internal and statutory audits and to prepare, examine and/or certify the Relevant Customer's annual and interim reports and accounts; c) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Customer has used its resources; or d) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	a) the Customer's internal and external auditors; b) the Customer's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Customer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Customer"	HEART and each Customer;
"Customer Cause"	9 any breach of the obligations of the Relevant Customer or any other default, act, omission, negligence or statement of the Relevant Customer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Customer is liable to the Supplier;
"BACS"	10 the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	11 a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Customer"	12 the relevant public sector purchaser identified as such in the Order Form;
"Customer Assets"	13 the Customer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Customer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Customer throughout the term of the Contract;

"Customer Authorised Representative"	14 the representative appointed by the Customer from time to time in relation to the Call-Off Contract initially identified in the Order Form
"Customer Premises"	15 premises owned, controlled or occupied by the Customer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	16 the contract between the Customer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	17 the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	18 the date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	19 the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	20 the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	21 such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Call-Off Procedure"	22 the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"Call-Off Special Terms"	23 any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	24 the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	25 the tender submitted by the Supplier in response to the Customer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"HEART"	26 HEART Academies
"HEART Authorised Representative"	27 the representative appointed by HEART from time to time in relation to the Framework Contract initially identified in the Framework Award Form;

"Central Government Body"	28 a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	29 any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	30 a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Customer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	31 any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	32 the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	33 the supply of Deliverables to another Customer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	34 the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	35 means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of HEART, the Customer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	36 a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to HEART or any Customer under a Contract, in the reasonable opinion of the Customer or HEART;

"Contract"	37 either the Framework Contract or the Call-Off Contract, as the context requires;
"Contracts Finder"	38 the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	39 the term of either a Framework Contract or Call-Off Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	40 the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	41 a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	42 control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
"Controller"	43 has the meaning given to it in the GDPR;
"Core Terms"	HEART' standard terms and conditions for common goods and services which govern how Supplier must interact with HEART and Customers under Framework Contracts and Call-Off Contracts;

"Costs"	44 the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Customer; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Customer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the
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	Supplier in respect of those Supplier Assets; c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; 45 but excluding: a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties; f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Crown Body"	46 the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	47 the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	48 an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	49 (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	50 has the meaning given to it in the GDPR;
"Data Subject"	51 has the meaning given to it in the GDPR;
"Data Subject Access Request"	52 a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

"Deductions"	53 all Service Credits, Delay Payments (if applicable), or any other deduction which the Customer is paid or is payable to the Customer under a Call-Off Contract;
"Default"	54 any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subjectmatter of a Contract and in respect of which the Supplier is liable to the Relevant Customer;
"Default Management Charge"	55 has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	56 the amounts (if any) payable by the Supplier to the Customer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	57 Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	58 delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Customer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Customer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	59 the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	60 the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	61 any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	62 the dispute resolution procedure set out in Clause 34 (Resolving disputes);

"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Customer under a Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Customer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Customer prior to the Start Date;
"Effective Date"	63 the date on which the final Party has signed the Contract;
"EIR"	64 the Environmental Information Regulations 2004;
"Employment Regulations"	65 the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Customer under Clause 10.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	66 to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Customer;

"Estimated Year 1 Charges"	67 the anticipated total Charges payable by the Customer in the first Contract Year specified in the Order Form; 68
"Estimated Yearly Charges"	1 means for the purposes of calculating each Party's annual liability under clause 11.2 :
	2 i) in the first Contract Year, the Estimated Year 1 Charges; or 3 4 ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period; 5
"Equality and Human Rights Commission"	6 the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	7 any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	8 the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	9 the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

"Force Majeure Event"	10 any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Customer or the Supplier of its obligations arising from: a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take
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	reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Force Majeure Notice"	11 a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	12 the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and HEART;
"Framework Contract"	13 the framework agreement established between HEART and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Customers by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	14 the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
"Framework Expiry Date"	15 the date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	16 the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	17 the initial term of the Framework Contract as specified in the Framework Award Form;

"Framework Optional Extension Period"	18 such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
"Framework Price(s)"	19 the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	20 any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	21 the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	22 the tender submitted by the Supplier to HEART and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
"Further Competition Procedure"	23 the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"GDPR"	24 the General Data Protection Regulation (Regulation (EU) 2016/679);
"General AntiAbuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	25 a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	26 goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	27 standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	28 the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Customer's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Customer; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Government Procurement Card"	29 the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/governmentprocurement-card--2 ;
"Guarantor"	30 the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	31 the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	32 Her Majesty's Revenue and Customs;
"ICT Policy"	33 the Customer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	34 an assessment of the impact of a Variation request by the Relevant Customer completed in good faith, including: a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Customer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	35 the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Customer;
"Indemnifier"	36 a Party from whom an indemnity is sought under this Contract;

"Independent Control"	37 where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	38 the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	39 has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	40 the UK's independent Customer which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	41 the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	a) in respect of a person: b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

"Installation Works"	42 all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Invoicing Address"	43 the address to which the Supplier shall Invoice the Customer as specified in the Order Form;
"IPR Claim"	44 any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Customer in the fulfilment of its obligations under a Contract;
"IR35"	45 the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller"	46 the agreement (if any) entered into between the Relevant
Agreement"	Customer and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	47 where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	48 the individuals (if any) identified as such in the Order Form;
"Key SubContract"	49 each Sub-Contract with a Key Subcontractor;

"Key Subcontractor"	50 any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of HEART or the Customer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
"Know-How"	51 all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of knowhow relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	52 any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	53 Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	54 all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Man Day"	55 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	56 the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Charge"	57 the sum specified in the Framework Award Form ([the final auction fee] per month for the duration of the Framework Contract) payable by the Supplier to HEART in accordance with clause 4 of the Heart Framework Terms and Conditions (the Management Charge being subject always to clause 4.4 of the Heart Framework Terms and Conditions);

"Management Information" or "MI"	58 the management information specified in Framework Schedule 5 (Management Charges and Information);
"Marketing Contact"	59 shall be the person identified in the Framework Award Form;
"MI Default"	60 means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	61 means when an MI report: a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	62 means a report containing Management Information submitted to the Customer in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	63 means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Customer;
"Milestone"	64 an event or task described in the Implementation Plan;
"Milestone Date"	65 the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	66 a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	67 contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; 68 but shall not include the Supplier's Existing IPR;
"Occasion of Tax Non-Compliance"	69 where: a) any tax return of the Supplier submitted to a Relevant Tax Customer on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:

	i) a Relevant Tax Customer successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Customer under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Customer on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
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"Open Book Data"	70 complete and accurate financial and non-financial information which is sufficient to enable the Customer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to: d) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; e) operating expenditure relating to the provision of the Deliverables including an analysis showing: a the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; b manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; c a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and d Reimbursable Expenses, if allowed under the Order Form; c) Overheads; f) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; g) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; h) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; i) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and j) the actual Costs profile for each Service Period;
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"Order"	71 means an order for the provision of the Deliverables placed by a Customer with the Supplier under a Contract;
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"Order Form"	72 a completed Order Form Template (or equivalent information issued by the Customer) used to create a Call-Off Contract;
"Order Form Template"	73 the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Customer"	74 any actual or potential Customer under the Framework Contract;
"Overhead"	75 those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	76 takes its natural meaning as interpreted by Law;
"Party"	77 in the context of the Framework Contract, HEART or the Supplier, and in the in the context of a Call-Off Contract the Customer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	78 the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	79 has the meaning given to it in the GDPR;
"Personal Data Breach"	80 has the meaning given to it in the GDPR;
"Personnel"	81 all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	82 a legal adviser, an MP or an appropriate body which a whistleblower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online here: [https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies]
"Processing"	83 has the meaning given to it in the GDPR;
"Processor"	84 has the meaning given to it in the GDPR;
"Processor Personnel"	85 all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

"Progress Meeting"	86 a meeting between the Customer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	87 the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	88 a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	89 the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	a) to directly or indirectly offer, promise or give any person working for or engaged by a Customer or any other public body a financial or other advantage to: i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or c) committing any offence: i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Customer or other public body; or d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	90 appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.

"Recall"	91 a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	92 the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	93 the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	94 the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	95 the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	96 the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Customer's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Customer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Customer"	97 the Customer which is party to the Contract to which a right or obligation is owed, as the context requires;

"Relevant Customer's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Customer (including all Relevant Customer Existing IPR and New IPR); any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Customer's attention or into the Relevant Customer's possession in connection with a Contract; and 98 information derived from any of the above;
"Relevant Requirements"	99 all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Customer"	100 HMRC, or, if applicable, the tax Customer in the jurisdiction in which the Supplier is established;
"Reminder Notice"	101 a notice sent in accordance with Clause 10.6 given by the Supplier to the Customer providing notification that payment has not been received on time;
"Replacement Deliverables"	102 any deliverables which are substantially similar to any of the Deliverables and which the Customer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Customer internally and/or by any third party;
"Replacement Subcontractor"	103 a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	104 any third party provider of Replacement Deliverables appointed by or at the direction of the Customer from time to time or where the Customer is providing Replacement Deliverables for its own account, shall also include the Customer;
"Request For Information"	105 a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	106 the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	107 the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Customer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;

"Schedules"	108 any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	109 the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	110 the Customer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	111 means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	112 the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	113 any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	114 has the meaning given to it in the Order Form;
"Services"	115 services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	116 any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	117 the date of a Service Transfer;
"Sites"	118 any premises (including the Customer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	119 an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	120 any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;

"Specific Change in Law"	121 a Change in Law that relates specifically to the business of the Customer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	122 the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	123 any: g) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; h) standards detailed in the specification in Schedule 1 (Specification); i) standards detailed by the Customer in the Order Form or agreed between the Parties from time to time; j) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	124 in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	125 a statement issued by the Customer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	126 the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	127 any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	128 any person other than the Supplier, who is a party to a SubContract and the servants or agents of that person;
"Subprocessor"	129 any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	130 the person, firm or company identified in the Framework Award Form;

"Supplier Assets"	131 all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Customer Assets;
"Supplier Authorised Representative"	132 the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;

"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Customer prior to the appointment;
"Supplier Equipment"	133 the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Customer) in the performance of its obligations under this Call-Off Contract;
"Supplier Non-Performance"	134 where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
"Supplier Profit"	135 in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	136 in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	137 all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;

"Supply Chain Information Report Template"	138 the document at Annex 1 of Schedule 12 Supply Chain Visibility;
"Supporting Documentation"	139 sufficient information in writing to enable the Customer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Customer under the Call-Off Contract detailed in the information are properly payable;
"Termination Notice"	140 a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	141 any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	142 a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of milestones;
"Tests and Testing"	143 any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	144 Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	145 those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	146 the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Customer; and 147 (ii) Commercially Sensitive Information; 148
"Transparency Reports"	149 the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Customer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);

"Value Match Services"	Delivered by Value Match Services as the delivery partner for the Framework on behalf of HEART Academies Trust. Value Match Services registered at Dee House, Dee Banks, Chester, CH3 5UU, Company Reg. No. 8522031, VAT no. 164 871 581
"Variation"	150 has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	151 the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	152 the procedure set out in Clause 24 (Changing the contract);
"VAT"	153 value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	154 a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	155 any one of the Supplier Staff which the Customer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	156 any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Order Form – Leased Goods

VMREF0027 – Framework for the Provision of Multi-Functional Devices



Further to the Framework Agreement between **HEART ACADEMIES TRUST** and **AGILICO WORKPLACE TECHNOLOGY LIMITED** dated 1 June 2025, we wish to instruct **AGILICO WORKPLACE TECHNOLOGY LIMITED** to supply the lease of Goods and Services described below in accordance with the terms of the Framework Agreement for the Provision of Multi-Functional Devices, this Order Form, and the Call-Off Terms and Conditions.

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

ORDER FORM REFERENCE: The Customer's Order / Call Off Reference is:

VMREF0027 –

Parties between:

(1) The Customer	and	(2) The Supplier
Customer Name		Supplier Name Agilico Workplace Technology Limited
Company, DUNS or UK Provider Reference Number (UKPRN)		Supplier's Registered Company Number 02118025
Customer's Address (also to be used for any written notice provided under the contract)		Supplier's Address (also to be used for any written notice provided under the contract) 1 Queens Court North, Earlsway, Team Valley Trading Estate, Gateshead, Tyne & Wear, NE11 0BP

The Customer wishes to **Lease** the below mentioned Good and Services for an **Initial Period of****months**. This Order Form is for the **Rental** of the **Goods & Services** detailed below. Execution of this Order Form by the Customer (which may be completed and signed by e-signature or other electronic means) shall automatically commit the Customer into the applicable **Lease Agreement** with the Supplier; copies of which (as appropriate) will be provided to you along with this Order Form.

Call Off Start Date		Call Off Expiry Date	
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Extension option – The Customer shall be entitled to extend the term of the Contract by giving not less than ninety days' notice prior to the end of the Call Off Initial Period in writing to the Supplier, by a further 2 x 12 month periods, subject to the provision of a new annual quotation being provided by the Supplier and acceptance by the Buyer.

Notification of extension should be instructed by the Customer to Value Match Services.

Invoice Address		Delivery Address (If different to Invoice Address)	
Customer Name		Customer Name	
Invoice Address		Delivery Address	
		Premises/Site Reference (Location Number)	
Invoice Contact Name		Delivery Contact Name	
Invoice Contact Phone		Delivery Contact Phone	
Invoice Contact Email		Delivery Contact Email	
		Requested Delivery Date	

Multiple locations for delivery? ☐ Yes ☐ No
(See Premises/Site matrix below)



Order Form – Leased Goods

VMREF0027 – Framework for the Provision of Multi-Functional Devices



Premises/Site (Location Reference)

Location Reference	Location Name	Location Address	Location Post Code

Equipment to be collected from the customer

Please note where a contract is ended and the existing supplier is not upgrading the equipment, you may have to return the equipment to the leasing company or the supplier within 10 days of the contract end date. The new supplier may handle this on your behalf or there may be a reasonable charge to return the equipment, subject to the number of devices and locations. You must not allow the new supplier to remove the equipment without written consent from the existing supplier.

1.

This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
2.

Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.
3.

Suppliers must not make any amendments to the Call-Off Terms and Conditions without written consent from the customer or Framework provider.
4.

Please sign and return the attached copy of this Order Form to signify your commitment and acceptance of both its contents and the contents of the Call-Off Terms and Conditions.

For on and behalf of the Customer

Name

Company Name

Job Title

Signature

Date

For on and behalf of the Supplier

Name

Company Name

Job Title

Signature

Date

Order Form – Cash Purchase

VMREF0027 – Framework for the Provision of Multi-Functional Devices



Further to the Framework Agreement between **HEART ACADEMIES TRUST** and **AGILICO WORKPLACE TECHNOLOGY LIMITED** dated 1 June 2025, we wish to instruct **AGILICO WORKPLACE TECHNOLOGY LIMITED** to supply the lease of Goods and Services described below in accordance with the terms of the Framework Agreement for the Provision of Multi-Functional Devices, this Order Form, and the Call-Off Terms and Conditions.

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

ORDER FORM REFERENCE: The Customer's Order / Call Off Reference is:

VMREF0027 –

Parties between:

(1) The Customer

and

(2) The Supplier

Customer Name	
Company, DUNS or UK Provider Reference Number (UKPRN)	
Customer's Address (also to be used for any written notice provided under the contract)	

Supplier Name	Agilico Workplace Technology Limited
Supplier's Registered Company Number	02118025
Supplier's Address (also to be used for any written notice provided under the contract)	1 Queens Court North, Earlsway, Team Valley Trading Estate, Gateshead, Tyne & Wear, NE11 0BP

This Order Form is for the **Purchase** of the **Goods & Services** detailed below. Execution of this Order Form by the Customer (which may be completed and signed by e-signature or other electronic means) shall automatically commit the Customer into the applicable **Contract** and Framework Terms and Conditions with the Supplier; copies of which (as appropriate) will be provided to you along with this Order Form.

Call Off Start Date	
------------------------	-------------

Call Off Expiry Date	
-------------------------	-------------

Invoice Address	
Customer Name	
Invoice Address	
Invoice Contact Name	
Invoice Contact Phone	
Invoice Contact Email	

Delivery Address	(If different to Invoice Address)
Customer Name	
Delivery Address	
Premises/Site Reference (Location Number)	
Delivery Contact Name	
Delivery Contact Phone	
Delivery Contact Email	
Requested Delivery Date	

Multiple locations for delivery? ☐ Yes ☐ No
(See Premises/Site matrix below)



Order Form – Cash Purchase

VMREF0027 – Framework for the Provision of Multi-Functional Devices



Premises/Site (Location Reference)

Location Reference	Location Name	Location Address	Location Post Code

Equipment to be collected from the customer

1.

This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
2.

Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.
3.

Suppliers must not make any amendments to the Call-Off Terms and Conditions without written consent from the customer or Framework provider.
4.

Please sign and return the attached copy of this Order Form to signify your commitment and acceptance of both its contents and the contents of the Call-Off Terms and Conditions.

For on and behalf of the Customer

Name

Company Name

Job Title

Signature

Date

For on and behalf of the Supplier

Name

Company Name

Job Title

Signature

Date

Framework KPIs

Key Performance Area	Description	Target	1. Major Concerns	2. Minor Concerns	3. Meeting Expectations	4. Exceeding Expectations
Device Uptime & Operation	Keep all core device functions (print, copy, scan, email, fax) operating simultaneously and reliably.	97%	<75%	<97%	97%	>97%
Standard On-Site Response Time	Attend standard on-site service calls following a standard fault report.	1 Working Day	<60%	<70%	80%	>80%
Critical On-Site Response Time	Attend critical on-site service calls where devices are non-operational.	4 Working Hours	<60%	<70%	80%	>80%
First Time Fix	Resolve faults during the first engineer visit, preventing repeat issues for the same fault.	90%	<75%	<90	90%	>90%
Maintenance Intervals	Carry out scheduled maintenance to ensure ongoing device performance.	Bi-Annual	<70%	<75%	75%	>75%
Remote Fixes	Resolve faults remotely without dispatching an engineer.	75%	<50%	<75%	75%	>75%
Fault Calls	Monitor and manage repeat fault calls per device within a defined period.	Maximum 4 Recurring Faults	<75%	<90	90%	>90%
Customer Service	Respond to inbound customer calls promptly across all departments.	1 minute	<75%	<97%	97%	>97%
Satisfaction	Collect and review customer feedback on device performance, service quality and overall experience.	95%	TBC	TBC	TBC	TBC
Complaint Acknowledgement	Acknowledge all customer complaints.	4 Working Hours	<75%	<95%	95%	>95%
Complaint Resolution	Resolve all customer complaints within the agreed timeframe.	10 Working Days	<75%	<95%	95%	>95%
Invoice Accuracy	Produce accurate invoices reflecting device use and consumables.	95%	<75%	<95%	97%	>97%
Management & KPI Reporting	Monitor print volumes and environmental metrics to support print policy and usage reduction.	Reported Quarterly	TBC	TBC	TBC	TBC
Sustainability	Track and improve energy efficiency across devices in use.	Reported Quarterly	TBC	TBC	TBC	TBC

Certificate Of Completion

Envelope Id: 59AEC12C-5CA8-44B3-99D2-BCE587216E69

Status: Completed

Subject: Complete with Docusign: VM-Agilco-SLA-1.0_0725_DRAFT.pdf, Schedule 6B Cash-Purchase-ValueMatch-...

Source Envelope:

Document Pages: 178

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Zoe Court

AutoNav: Enabled

5 Bewicke View

Envelopeld Stamping: Enabled

Birtley

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Chester le Street, Durham County DH3 1RU

sustainabilityservices@value-match.co.uk

IP Address: 2a02:c7c:6e5c:2

Record Tracking

Status: Original

Holder: Zoe Court

Location: DocuSign

17-07-25 | 15:42

sustainabilityservices@value-match.co.uk

Signer Events

Paul Edmond

pedmond@heartacademiestrust.co.uk

Chief Financial Officer

HEART Academies Trust, Pilgrims Centre, Brickhill

Lane, Bedford, MK427PZ

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 27-10-23 | 09:29

ID: e02f9e00-3581-4af2-a552-fc622c581ab4

Signature

DocuSigned by:

Paul Edmond

5470880B86324C4...

Signature Adoption: Pre-selected Style

Using IP Address: 82.8.132.41

Timestamp

Sent: 17-07-25 | 15:53

Viewed: 17-07-25 | 17:48

Signed: 17-07-25 | 17:48

Mark Bryce

mark.bryce@agilico.co.uk

Sales Director

Agilico Workplace Technology Ltd

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 18-07-25 | 08:52

ID: 8ff07c0d-2cd7-4bf8-8bbd-932328cf89a1

DocuSigned by:

Mark Bryce

F351197AC29B4EE...

Signature Adoption: Pre-selected Style

Using IP Address: 31.94.22.106

Signed using mobile

Sent: 17-07-25 | 17:48

Viewed: 18-07-25 | 08:52

Signed: 18-07-25 | 08:52

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

17-07-25 | 15:53

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	18-07-25 08:52
Signing Complete	Security Checked	18-07-25 08:52
Completed	Security Checked	18-07-25 08:52
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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