



(1) THE JNT ASSOCIATION

and

(2) [insert name of supplier]

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FRAMEWORK AGREEMENT

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THIS AGREEMENT is dated

**BETWEEN:**

- (1) **THE JNT ASSOCIATION** (Company Number 2881024) whose registered office is at Lumen House, Library Avenue, Harwell Oxford, Didcot, OXON, OX11 0SG ("**JANET(UK)**"); and
- (2) **[INSERT SUPPLIER NAME]** (Company Number [ ]) whose registered office is at [insert] ("**the Contractor**").

**1. Definitions**

1.1. In this Agreement, the following words will have the following meanings:

**"Agreement"** means this framework agreement including the Schedules;

**"Business Day"** means every day excluding Saturdays, Sundays and all national holidays throughout the United Kingdom;

**"Bribery Legislation"** means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the Bribery Legislation;

**"Brokerage Fee"** the brokerage fee payable by the Contractor to JANET(UK) under this Agreement as set out in Schedule 7;

**"Change Control Procedures"** means the change control procedures set out in Schedule 3;

**"Commencement Date"** means [ ];

**"Commercially Sensitive Information"** means the subset of Confidential Information listed in Schedule 4 comprised of information:

(i) which is provided by the Contractor to the JANET(UK) in confidence for the period set out in that Schedule; and/or

(ii) that constitutes a trade secret;

**"Confidential Information"** means all information (in whatever format) designated as such by the disclosing Party together with such information which relates to the business, affairs, networks, customers, products, developments, trade secrets, know-how and personnel of the disclosing Party or which may reasonably be regarded as the confidential information of the disclosing Party and, in the case of information disclosed by the Contractor, includes the Commercially Sensitive Information;

<b>"Contract"</b>	means a contract for the supply of any Services to a Customer on terms of the pro forma contract set out in Schedule 1, as concluded pursuant to Clause 4;
<b>"Contract Award Criteria"</b>	means the criteria set out in Schedule 5 to this Agreement, against which the Contractor's bid for the provision of Services under a proposed Contract shall be measured;
<b>"Customer"</b>	means JANET(UK) or any Organisation which enters into a Contract for the supply of the Services pursuant to Clause 4;
<b>"Environmental Information Regulations"</b>	means the Environmental Information Regulations 2004;
<b>"FOIA"</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
<b>"Funding Councils"</b>	means the Higher Education Funding Council for England, Scotland and Wales, the Learning and Skills Council, the Scottish Further Education Funding Council, the National Council for Education and Training for Wales and the Department for Employment and Learning Northern Ireland or their successors and any other bodies which elect to participate in the funding of the JANET Network through JISC;
<b>"Group"</b>	means, in relation to a Party, the Party, its subsidiaries, its holding companies and any subsidiaries of such holding companies, "subsidiary" and "holding company" having the meanings given to them in section 1159 of the Companies Act 2006;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Intellectual Property Rights"</b>	means all present or future intellectual property rights, patents, patent applications, copyright, mask works, trade secrets and industrial property rights in respect of any designs, formulas, technical information and software, and any trademark, trademark applications, service marks and trade names, and other similar rights and obligations whether they are registerable or not;
<b>"JANET Network"</b>	means the network operated by JANET(UK) to serve the UK education and research communities;

<b>"JISC"</b>	means the Joint Information Systems Committee of the UK Higher and Further Education Funding Councils;
<b>"Organisation"</b>	means any JANET connected organisation, any JANET regional network operator and any member of the Purchasing and Regional Broadband Consortia;
<b>"Requests for Information"</b>	shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations;
<b>"Services"</b>	means the services described in Schedule 2 which may be provided to Customers under a Contract;
<b>"Software"</b>	means any standalone software supplied pursuant to the terms of a Contract;
<b>"Specifications"</b>	means the specifications the Software to be supplied by the Contractor as set out in the Contract;
<b>"Termination Date"</b>	means [ ]; and
<b>"Term"</b>	means the term of this Agreement as set out in Clause 3.

- 1.2. References in this Agreement to any statute or statutory provision include, unless the context otherwise requires, references to that statute or provision as from time to time amended, extended or re-enacted. References in this Agreement to a **"Party"** or the **"Parties"** mean a party or the parties to this Agreement.
- 1.3. Reference to words importing the singular only also includes the plural and vice versa where the context requires.
- 1.4. The headings in this Agreement are for reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- 1.5. Unless otherwise stated, references in this Agreement to Clauses and Schedules are references to the clauses of, and schedules to, this Agreement.
- 1.6. The following order of precedence shall apply in relation to any conflict, inconsistency or contradiction between the various documents referred to in this Agreement:
  - 1.6.1. the Contract;
  - 1.6.2. the Schedules and the Appendices to the Contract;
  - 1.6.3. the terms and conditions of this Agreement;
  - 1.6.4. the Schedules to this Agreement.

## 2. **Scope**

- 2.1. This Agreement governs the overall relationship of the Parties with respect to the supply of the Services to Customers. Potential Customers are entitled (but not required) at any time after the Commencement Date and during the Term to request Services and, subject to the completion of a Contract as set out in Clause 4 the Contractor shall supply such Services to the Customer in accordance with the terms and conditions of the Contract.

## 3. **Term**

- 3.1. Unless terminated by either Party in accordance with the terms and conditions of this Agreement, this Agreement will commence on the Commencement Date and will continue for a period of 4 years until the Termination Date ("the Initial Term"). Individual Contracts entered into between the Contractor and the Customer for the provision of the Services may last longer than 4 years.
- 3.2. JANET(UK) may extend this Agreement for 6 further years by notice in writing to the Contractor at any time prior to expiry of the Initial Term.

## 4. **Contracts**

- 4.1. The Contractor shall ensure that the systems and equipment required for each Contract will be available for the term of that Contract.
- 4.2. From the Commencement Date and for the remainder of the Term:
  - 4.2.1. the Parties shall market the Services to potential Customers in accordance with Schedule 6;
  - 4.2.2. JANET(UK) shall refer to the Contractor any requests for the Services that it may receive; and
  - 4.2.3. the Contractor shall use reasonable endeavours promptly to conclude a Contract with any eligible Customer which requests Services from the Contractor or is referred to the Contractor by JANET(UK).
- 4.3. The Contractor acknowledges that there is no commitment on the part of JANET(UK) to place with and/or refer to the Contractor a certain volume of work.
- 4.4. If a Customer wishes to enter into a contract for the provision of any of the Services with a Customer, the Parties agree that the call off process shall be operated in the following manner:
  - 4.4.1. each contractor who has a framework agreement with JANET(UK) for the supply of the required Services shall be informed in writing of the Customer's desire to enter into a contract for the provision of any or all of the Services;
  - 4.4.2. the Customer's written notice shall include details of the Services required, including but not limited to its service level and pricing requirements;
  - 4.4.3. the Contractor shall have a set period of time (as detailed in the Customer's written notice) within which to submit its response to the Customer's written request for Services;
  - 4.4.4. the Contractor's response shall be measured against the Contract Award Criteria and scored by the Customer accordingly; and

- 4.4.5. the decision as to which contractor a Customer will contract with is a decision for the relevant Customer.
- 4.5. Each Contract shall:
  - 4.5.1. subject to Clause 4.5, be on the terms of the pro-forma Contract set out at Schedule 1, and shall be for the provision of all or part of the Services set out at Schedule 2;
  - 4.5.2. be to the exclusion of all other terms and conditions (including any terms and conditions which the Contractor purports to apply under any confirmation of order or other document); and
  - 4.5.3. form a separate legally binding agreement between the Contractor and the Customer (and for the avoidance of doubt JANET(UK) shall not be liable to either the Contractor or any Customer under any Contract unless JANET(UK) is the Customer under the Contract in question).
- 4.6. A Contract may only deviate from the requirements set out in Clause 4.4.1 if, and to the extent that:
  - 4.6.1. the deviation is concerned only with the implementation of contract specific terms; or
  - 4.6.2. the deviation is not material in the context of the relevant Contract; or
  - 4.6.3. the deviation does not have any adverse effects on the rights of the Customer, or enhance the rights of the Contractor in any way; or
  - 4.6.4. the Contractor, the Customer and JANET(UK) agree the terms of the deviation in writing.

## 5. **Supply of Services**

- 5.1. The Contractor will supply the Services to each Customer in accordance with the terms of the relevant Contract.
- 5.2. All changes to this Agreement will be agreed between the Parties and be subject to the Change Control Procedures except as set out in this Clause 5.2. If a minor change is proposed by one of the Parties and both Parties agree that the change will not be subject to the Change Control Procedures, the change will come into effect if both Parties agree to that change in writing. Changes to this Agreement will have no impact upon Contracts in force as at the date of the change.
- 5.3. Without releasing it from any of its obligations or duties hereunder, the Contractor will be entitled at any time and without notice, to use companies in its Group or subcontractors to perform the Services provided the Contractor's Group companies and subcontractors comply with the confidentiality obligations of the Contractor as set out in this Agreement. The Contractor shall be liable for the acts and omissions of any such Group companies and/or subcontractors.

## 6. **Contract Managers**

- 6.1. The Contractor will appoint a contract manager for the implementation and monitoring of this Agreement and each Contract and will inform JANET(UK) of the name of that contract manager.
- 6.2. JANET(UK) will appoint a contract manager for this Agreement and will inform the Contractor of the name of that contract manager.

## **7. Brokerage Fee and Framework Review Meetings**

- 7.1. The Contractor will pay the Brokerage Fee to JANET(UK) in accordance with this Clause 7 and Schedule 7.
- 7.2. JANET(UK) will invoice the Contractor quarterly in arrears for the Brokerage Fee following receipt of the statement provided by the Contractor pursuant to Clause 7.3 below.
- 7.3. The Contractor will send to JANET(UK) within 30 days following each quarterly period a statement setting out the information specified in Schedule 7 to enable calculation of the Brokerage Fee as set out in Schedule 7.
- 7.4. The Contractor will pay each invoice within 30 days of the date of invoice.
- 7.5. The Brokerage Fee payable by the Contractor under this Agreement is exclusive of value added tax.
- 7.6. The Contractor and JANET(UK) agree to meet as often as is reasonably necessary, and at least annually, to review the operation of this Agreement, each Contract and the proper and timely delivery of the Services, such meetings to be the forum for discussion between the Parties in connection with such operation and delivery. The Parties will arrange for employees, agents or subcontractors to attend from time to time as may be appropriate.
- 7.7. Review meetings to discuss issues raised by Customers, review the total value of the Contracts, the annual price review and other relevant issues will be held at intervals which in JANET(UK)'s reasonable opinion are necessary for the proper and timely delivery of the Services. The Contractor will prepare in advance of each such meeting a report on the details of Contracts that are in force (including but not limited to the financial value of those Contracts) and any written reports that JANET(UK) may reasonably require. The meetings will be held at JANET(UK)'s offices, or at any other location agreed between the Parties. The contract manager for the Contractor must attend all such meetings.

## **8. Reporting**

- 8.1. The Contractor will promptly inform JANET(UK) (providing details of the relevant incident) if:
  - 8.1.1. the Contractor fails to comply with any material installation or delivery date(s) set out in a Contract; or
  - 8.1.2. a Customer terminates or threatens to terminate a Contract as a result of the default or alleged default of the Contractor; or
  - 8.1.3. the Contractor terminates or threatens to terminate a Contract as a result of the default or alleged default of a Customer.
- 8.2. The Contractor will provide details of the name of the Customer, the reason for any actual or threatened termination (if applicable), the nature of the Contractor's failure (if applicable) and the planned course of action to rectify any default (where relevant).

## **9. Warranties**

- 9.1. In performing its obligations under this Agreement and any Contract, the Contractor will at all times exercise reasonable skill and care and will ensure that

its obligations are performed by staff that are competent and are suitably skilled and experienced.

9.2. JANET(UK) warrants that:

- 9.2.1. it has and will for the duration of this Agreement have all necessary licences, consents and authorisations or rights as may be provided for under any relevant legislation, regulations or administrative orders to perform its obligations under this Agreement;
- 9.2.2. it has the full right, power and authority to enter into and perform this Agreement in accordance with its terms, and such entry and performance does not and will not violate or infringe the intellectual property or other rights of any other persons.

9.3. The Contractor warrants that:

- 9.3.1. it has and will for the duration of this Agreement have all necessary licences, consents and authorisations or rights as may be provided for under any relevant legislation, regulations or administrative orders to provide the Services to Customers;
- 9.3.2. the Services will meet or exceed any applicable industry standard.
- 9.3.3. it will provide the Services and will carry out its obligations in this Agreement and each Contract in accordance with all applicable and relevant telecommunications, data protection and other laws, licences and regulations particular to the Services to be supplied under a Contract;
- 9.3.4. it has the full right, power and authority to enter into and perform this Agreement and each Contract in accordance with its terms, and such entry and performance does not and will not violate or infringe the intellectual property or other rights of any other persons; and
- 9.3.5. it is not knowingly engaged in, and will not knowingly during the Term engage in, any business, relationship, contract or other activity which damages or tarnishes, or is likely to damage or tarnish, the reputation of JANET(UK) and JANET(UK)'s role in the provision of services for educational establishments (including establishments for the education of children);
- 9.3.6. in relation to this Agreement and/or its subject matter, neither the Contractor nor any of its employees, sub-contractors or agents or others performing services on behalf of the Contractor has done (or agreed to do) or will do (or agree to do) anything which constitutes a breach by the Parties of any Bribery Legislation;
- 9.3.7. it has in place, and will at all times during the Term continue to have in place, adequate procedures designed to prevent any person associated with the Contractor from committing an offence under the Bribery Legislation and as a minimum such procedures comply, and will at all times during the Term comply, with the most recent guidance issued from time to time by the Secretary of State pursuant to the Bribery Act 2010;
- 9.3.8. it will throughout the Term comply with, monitor and enforce the procedures referred to in Clause 9.3.7.



9.4. Without prejudice to JANET(UK)'s other rights and remedies, JANET(UK) may terminate this Agreement with immediate effect by written notice to the Contractor if the Contractor commits any breach of Clause 9.3.6 above. Such a breach shall be deemed to be a material, irremediable breach of this Agreement.

## 10. **Liability**

10.1. Nothing in this Agreement will limit or exclude the liability of either Party for death or personal injury arising out of its negligence, or for its fraud.

10.2. Subject to Clause 10.1, in no circumstances will either Party be liable to the other Party for any loss of business, revenue, profits, anticipated savings or damage to goodwill (whether direct or indirect) or for any indirect, special or consequential loss arising out of or in connection with this Agreement.

10.3. Subject to Clause 10.1 and without prejudice to Clause 10.2, each Party's maximum aggregate liability under or in connection with this Agreement or its subject matter will not exceed £1,000,000.

10.4. Except as expressly provided in this Agreement, all representations, conditions and warranties, whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by law.

## 11. **Insurance**

11.1. The Contractor undertakes that for the duration of this Agreement, it will be adequately covered against employee misfeasance, accident, third party injury, defective products, fire and other risks normally covered by insurance by persons supplying and supporting data centre and cloud services.

11.2. The Contractor will produce to the Customer and/or JANET(UK), at the Customer's/JANET(UK)'S reasonable request, satisfactory evidence of the insurance arrangements described Clause 11.1.

## 12. **Intellectual Property**

12.1. Any licence required by the Customer in order to fully enjoy the benefit of the Services will be set out in the Contract.

## 13. **Termination**

13.1. Without prejudice to the rights and remedies of the Contractor and any Customer, either JANET(UK) or the Contractor may terminate this Agreement immediately by giving the other Party written notice:

13.1.1. in the event of a material breach by the other Party which is incapable of remedy;

13.1.2. in the event of a material breach by the other Party which is capable of remedy but which the other Party fails to remedy within 20 Business Days (or such other period as agreed between the Parties) of having been notified of such breach; or

13.1.3. if the other Party has a receiver, administrative receiver, administrator or other similar officer appointed over it or over any part of its undertaking or assets or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other Party becomes subject to an administration

order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business or is unable to pay its debts or is deemed by section 123 of the Insolvency Act 1986 to be unable to pay its debts, or undergoes or is subject to any analogous acts or proceedings under any foreign law.

- 13.2. JANET(UK) may terminate this Agreement with immediate effect if any of the Contracts are terminated due to the Contractor's default, negligence and/or insolvency.
- 13.3. Without prejudice to Clauses 13.1.1 and 13.1.2 if either Party persistently breaches a provision of this Agreement the other Party may escalate the breach in accordance with Clause 24. Where despite having undergone and exhausted the escalation process the Party in breach continues to persistently breach the provisions, then the other Party may terminate this Agreement by giving the other Party 14 days' written notice (irrespective of whether the breach is material or remediable).
- 13.4. Termination of this Agreement will be without prejudice to the Parties' accrued rights and obligations.
- 13.5. Clauses 1 (Definitions), 10 (Liability); 11 (Insurance), 12 (Intellectual Property), 13.3 to 13.5 (Termination), 16 (Third Party Rights), 17 (Counterparts), 18 (No Partnership), 19 (Confidentiality), 20 (Assignment), 21 (No Waiver), 22 (Notices), 23 (Entire Agreement), 24 (Dispute Resolution), 25 (Governing Law) and 26 (Freedom of Information) of this Agreement will continue notwithstanding termination.
- 13.6. Termination of this Agreement by JANET(UK) or the Contractor shall not affect the continuance of any Contracts between the Contractor and any Customer then in force.

#### 14. **Severability**

- 14.1. If any provision of this Agreement, including in particular any limitation, is held by a court or any governmental agency or authority to be invalid, void, or unenforceable, the remainder of this Agreement will nevertheless remain legal, valid, and enforceable.

#### 15. **Variation**

- 15.1. This Agreement will be modified only by the written agreement of both Parties in accordance with Clause 5 and in any event no variation, deletion or replacement of this Agreement will be effective unless made in writing and signed by both Parties.

#### 16. **Third party rights**

- 16.1. A person who is not a Party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

#### 17. **Counterparts**

- 17.1. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

18. **No Partnership**

18.1. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement will constitute or be deemed to constitute between the Parties a partnership, association, joint venture, or other co-operative entity.

19. **Confidentiality**

19.1. Subject to the following provisions of this Clause, each Party shall treat as confidential the Confidential Information of the other Party.

19.2. Subject to Clauses 19.3, 19.4 and 19.4, each Party will:

19.2.1. only use Confidential Information for the purposes of this Agreement or the relevant Contract;

19.2.2. only disclose Confidential Information to a third party with the prior written consent of the other Party (except that each Party may disclose Confidential Information to companies in its Group or to its professional advisors or auditors to the extent necessary to exercise its rights or fulfil its obligations under this Agreement); and

19.2.3. ensure that any third party to whom Confidential Information is disclosed is subject to a confidentiality undertaking in terms no less onerous than those of this Clause.

19.3. The provisions of Clause 19.1 will not apply to any Confidential Information which:

19.3.1. is in or comes into the public domain other than by breach of this Clause 19; or

19.3.2. a Party can show (i) has been independently generated by the recipient Party's employees who have neither had any involvement in the performance of the recipient Party's obligations under this Agreement nor access to such Confidential Information or (ii) was in the possession of the recipient Party prior to the date of the disclosure, free of any obligations of confidentiality.

19.4. JANET(UK) may disclose the Confidential Information of the Contractor to the relevant Funding Councils and the JISC and in relation to any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the JANET(UK) has used its resources and may disclose any information relating to the performance of the JANET Network and the Services to any Organisation which uses the JANET Network.

19.5. Each Party may disclose the Confidential Information pursuant to a statutory legal or parliamentary obligation, an order of a court of competent jurisdiction or the requirement of a competent regulatory body including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 26 provided that it notifies the other Party as soon as the requirement to notify arises and will use its reasonable endeavours to ensure that any such disclosure is made in a manner which ensures the confidentiality of the Confidential Information.

19.6. Subject to the above provisions of this Clause, the Party receiving Confidential Information will take the same precautions and exercise the same degree of care to protect Confidential Information as it takes and exercises in relation to its own

confidential information. In any event, the receiving Party will take all reasonable care to protect said Confidential Information.

## 20. **Assignment**

20.1. Subject to Clause 20.2 below, neither Party may assign its rights and/or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

20.2. The Contractor may assign any of its rights and/or obligations under this Agreement to a member of its Group. In such cases:

20.2.1. the Contractor shall promptly inform JANET(UK) in writing of the identity of the assignee;

20.2.2. the Contractor shall remain liable for any acts and/or omissions under this Agreement and/or any of the Contracts irrespective of the assignment;

20.2.3. if the relevant assignee ceases to be a member of the Contractor's Group then the Contractor shall ensure that this Agreement and/or the affected Contracts are promptly transferred back to the Contractor and/or a member of its Group.

## 21. **No Waiver**

21.1. Failure by either Party to exercise or enforce any right or benefit conferred by this Agreement will not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.

## 22. **Notices**

22.1. Any notice required or authorised to be given under this Agreement will be delivered by hand, by post or by facsimile transmission (immediately confirmed by post) to the relevant address stated below at clause 22.2 and 22.3 or, if another address is notified as a replacement address, to that other address. Any notice will be deemed to have been served immediately if by hand or 48 hours after such posting if by post or immediately if sent by facsimile transmission (provided the sender's fax machine confirms complete and error-free transmission to the correct fax number). Notices may also be delivered by email, provided that the sender is able to verify that the email reached the recipient's servers without error. In such cases, service will be upon the email reaching the server.

22.2. Notices for JANET(UK) are to be sent to the address below:

Contract Manager, JANET(UK), Lumen House, Library Avenue, Harwell  
Oxford, Didcot, OXON, OX11 0SG.

22.3. Notices for the Contractor are to be sent to the address below:

[JANET Brokerage Contract Manager - insert details for the Contractor]

22.4. Where notices are to be served by email, the email must contain the following wording in the subject matter field: "Notice served in accordance with the terms of the Framework Agreement between JANET(UK) and [insert contractor's name]".

**23. Entire Agreement**

23.1. This Agreement and any Contract between the Parties, contains the entire agreement and understanding of the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement. Each of the Parties acknowledges and agrees that it does not enter into this Agreement on the basis of and does not rely, and has not relied upon, and will have no remedy in respect of, any statement or representation or warranty or other provision made, given or agreed to by the other Party to this Agreement (whether negligently or innocently made) except those expressly repeated or referred to in this Agreement and the only remedy available in respect of any misrepresentation or untrue statement made to it will be a claim for breach of contract under this Agreement. Nothing in this Clause will operate to limit or exclude liability for fraud.

**24. Dispute Resolution**

- 24.1. In the event of a dispute between the Parties concerning this Agreement, each of the Parties will, in the first instance, endeavour to reach an agreement in respect of the dispute by following the escalation process set out in Clauses 24.2 to 24.9 below.
- 24.2. The aggrieved Party shall provide the other Party with written notice and the problem will initially be referred to the first level contact given in the table below (the "**First Level**").
- 24.3. If the problem is not resolved at the First Level or a corrective plan of action has not been mutually agreed upon within 10 Business Days of giving the dispute notice then either Party shall have the option to escalate the matter to the second level contact given in the table below (the "**Second Level**").
- 24.4. If the problem is not resolved at the Second Level or a corrective plan of action has not been mutually agreed upon within 5 Business Days of giving the dispute notice then either Party shall have the option to escalate the matter to the third level contact given in the table below (the "**Third Level**").
- 24.5. If the problem is not resolved at the Third Level or a corrective plan of action has not been mutually agreed upon within 5 Business Days of giving the dispute notice then either party shall have the option to escalate the matter to the final level contact given in the table below (the "**Final Level**").
- 24.6. The Final Level representatives agree to use all reasonable efforts to meet within 10 Business Days at a mutually agreeable time and place in order to resolve the dispute.

**Escalation Points**

<b>Escalation Level</b>	<b>JANET (UK) Contacts</b>	<b>Contractor Contacts</b>
First Level		[insert]
Second Level		[insert]
Third Level		[insert]
Final Level		[insert]

- 24.7. Without prejudice to each Party's rights to terminate the Agreement, if they are unable to reach such agreement on the disputed matter through the process as specified in Clauses 24.1 to 24.6, they may agree to appoint an independent expert to decide the matter. If they do appoint such an independent expert the senior executives will decide whether his decision is to be binding on the Parties. The decision that they take in this respect will be binding on the Parties. The identity of the independent expert will be decided either by agreement between the two senior executives or, if they cannot agree, by the President of the Law Society of England and Wales on their joint request.
- 24.8. The independent expert so appointed will be instructed to give his decision on the matter within 30 days of appointment and in so acting will be deemed to act as an expert and not as an arbitrator. The Parties will co-operate with any person appointed under this Clause 24, providing him with such information and other assistance as he requires and his costs will be paid by such Party as he will determine.
- 24.9. Any agreement or resolution of any dispute pursuant to this Clause 24 will be recorded in a suitable memorandum and signed by the Contractor and JANET(UK) as well as the independent expert where appropriate.

**25. Governing Law and Jurisdiction**

- 25.1. This Agreement and all matters arising out of it (whether of a contractual or tortious nature) will be governed and construed in accordance with the laws of England and the Parties irrevocably agree to the exclusive jurisdiction of the Courts of England and Wales.

**26. Freedom of Information**

- 26.1. JANET(UK) is not subject to the requirements of the FOIA and the Environmental Information Regulations and is not obliged to respond to Requests for Information. However, JANET(UK) will endeavour to respond to any Request for Information in the spirit of the FOIA where reasonably able to do so. JANET(UK) and the Contractor will assist and cooperate with each other if a Request for Information is received by JANET(UK).

**IN WITNESS WHEREOF**, the Parties, intending hereby to be legally bound, by their authorised officers, have executed this Agreement on the date first here written.

.....  
**Signed for and on behalf of  
The JNT Association**

**Name:**  
  
**Title:**

.....  
**Signed for and on behalf of**

**Name:**  
  
**Title:**

## **TABLE OF SCHEDULES**

<b>Schedule 1</b>	<b>Pro-forma Contract with Customers</b>
<b>Schedule 2</b>	<b>Services</b>
<b>Schedule 3</b>	<b>Change Control Procedure</b>
<b>Schedule 4</b>	<b>Commercially Sensitive Information</b>
<b>Schedule 5</b>	<b>Contract Award Criteria</b>
<b>Schedule 6</b>	<b>Marketing</b>
<b>Schedule 7</b>	<b>Brokerage Fee</b>

**SCHEDULE 1**

**Pro-forma Contract with Customers**



## **SCHEDULE 2**

### **Services**

The Contractor will provide the following services:

#### **Part 1: Co-location Services**

[insert]

#### **Part 2: Infrastructure Services – Public Cloud**

[insert]

#### **Part 3: Infrastructure Services – Private Cloud**

[insert]

#### **Part 4: Infrastructure Services – Community Cloud**

[insert]

#### **Part 5: IT Infrastructure Design and Consultancy Services**

[insert]

#### **Part 6: Disaster Recovery Services**

[insert]

#### **Part 7: Support Services**

[insert]

#### **[Part 8: Complementary Services]**

[insert]

## **SCHEDULE 3**

### **Change Control Procedure**

#### **1. Principles**

Where JANET(UK) or the Contractor identifies the need to change this Agreement that Party will request the change in accordance with the Change Control Procedure.

Neither the Contractor or JANET(UK) will unreasonably withhold agreement to any change.

The Contractor will continue to provide the Services as if the change request had not been made until such time as the change is agreed in accordance with the Change Control Procedure.

The Contractor and JANET(UK) may hold discussions in connection with a change before the authorisation of that change without prejudice to the rights of either Party.

Any work undertaken by the Contractor or JANET(UK), their sub-contractors or agents which has not been authorised in advance by the Change Control Procedure will be undertaken entirely at the expense and risk of the Party carrying out the work, unless the Contractor is authorised in writing to perform or undertake any work in advance of any Change Control.

The Change Control Procedure operates through the use of a Change Control Notice which defines the change requested.

A Change Control Notice signed by both Parties will constitute an amendment to this Agreement. Any change to this Agreement shall have no impact upon the Contracts in force as at the date of the change coming into effect unless agreed by the Contractor and relevant Customer in writing.

#### **2. Procedure for JANET(UK) to Request a Change**

JANET(UK) will complete the first Section of the JANET(UK) Change Control Notice and send it to the Contractor. JANET(UK) will provide the following information:

- a Change Control Notice unique identification;
- the title of the change;
- the originator and date of the request;
- the requested date by which the change should be complete;
- the reason for the change; and
- full details of the change.

On receipt of JANET(UK)'s Change Control Notice, the Contractor will determine the viability and cost of the change (if any). The Contractor may request further information or clarification from JANET(UK) regarding the change. Once this information has been provided, the Contractor will, within 10 Business Days or other agreed time, complete Section 2 of JANET(UK)'s Change Control Notice and

return it to the originator from JANET(UK). The Contractor will provide the following information:

- the cost (if any) of implementing the change;
- a timetable for implementation of the change;
- confirmation of feasibility or otherwise;
- any other comments; and
- any consequential amendments to the provisions of the Agreement.

Before this Section 2 is finalised and signed by the account manager on behalf of the Contractor, both Parties will discuss in good faith the proposed change(s).

Once Section 2 has been so finalised and signed, JANET(UK) will determine if it wishes to continue with the change and, within 5 Business Days or other agreed time, complete Section 3 of JANET(UK)'s Change Control Notice and send a copy to the Contractor. JANET(UK) will provide an indication of its intention to proceed or not with this change.

### 3. **Procedure for the Contractor to Request a Change**

The Contractor will complete Section 1 of the Contractor Change Control Notice and send it to JANET(UK). The Contractor will provide the following information:

- the title of the change;
- the originator and date of the request;
- the required date by which the change should be complete;
- the reason for the change;
- the cost (if any) of implementing the change;
- a timetable for implementation of the change;
- full details of the change; and
- any consequential amendments to the provisions of the Agreement.

Before this Section 1 is finalised and signed by the account manager on behalf of the Contractor, both Parties will discuss in good faith the proposed change(s).

On receipt of the Contractor Change Control Notice, JANET(UK) will consider the change. JANET(UK) may request further information for clarification from the Contractor. Once this information has been provided, JANET(UK) will, within 10 Business Days or other agreed time, complete Section 2 of the Contractor Change Control Notice and provide the following information:

- a Change Control Notice unique identification;
- authority to proceed with this change or not; and
- any other comments.

**JANET(UK) CHANGE CONTROL NOTICE**

**SECTION 1 – TO BE COMPLETED BY JANET(UK)**

This change is requested.

CCN Identifier:  Title of Change:

Originator:  Telephone:

Date:

Reason for change:

Details of change:

Requested date:

**SECTION 2 – TO BE COMPLETED BY THE CONTRACTOR**

This change will be accepted according to the following details.

Account Manager:  Telephone:

Signature:  Date:

Cost:

Timetable:

Comments:

**SECTION 3 – TO BE COMPLETED BY JANET(UK)**

Authority to proceed with this change:  Yes / No

Comments:

Signature:  Date:

Name:  Position:

CONTRACTOR CHANGE CONTROL NOTICE

**SECTION 1 – TO BE COMPLETED BY THE CONTRACTOR**

This change is requested.

Title of Change:

Account Manager:  Telephone:

Signature:  Date:

Reason for change:

Details of change:

Requested date:

Cost:

Timetable:

**SECTION 2 – TO BE COMPLETED BY JANET(UK)**

CCN Identifier:  Authority to proceed with this change:

Comments:

Signature:  Date:

Name:  Position:

**SCHEDULE 4**

**Commercially Sensitive Information**

[insert]

## **SCHEDULE 5**

### **Contract Award Criteria**

As set out in section 2.4 of the Operational Requirement.

## **SCHEDULE 6**

### **Marketing**

JANET(UK) will provide details of the framework agreement on the JANET(UK) website and in JANET News.



## **SCHEDULE 7**

### **Brokerage Fee**

The Contractor will pay JANET(UK) the Brokerage Fee as set out in this Schedule 7.

[insert]