

Order Form

IT Policies

NOTE: Before submitting this Agreement to the Supplier please ensure that all NOTES and square brackets are deleted and all options have been chosen and the alternative deleted.

Parties	<p>The British Council (registered charity in England and Wales under number 209131 and in Scotland SC037733) whose registered office is at 10 Spring Gardens, London SW1A 2BN ("the Customer"); and</p> <p>[] [Limited] [PLC] (registered in [England and Wales] under number []) whose [registered office] [principal place of business] is at [] ("the Supplier").</p> <p>NOTE: Where applicable delete "England and Wales" and insert the relevant country in which the Supplier is registered. This Agreement provides for the concept of a principal place of business as opposed to a registered office. This will be particularly appropriate for non-UK companies for whom the concept of registered office may not apply.</p> <p>NOTE: When dealing with companies it is always advisable to include the company registration number, particularly given that companies change their names whilst the registration number does not change.</p>
Order Form Number	
Commencement Date	
Expiry Date	
Local Time	
Contact Details for Notices (Clause 31)	<p>The addresses and fax number of the parties for the purposes of Clause 31.1 are:</p> <p>The Customer Address: For the attention of: Fax number:</p> <p>The Supplier Address: For the attention of: Fax number:</p>
Software Development Services	<p>The Software Development Services are set out in Appendix [] to this Order Form.</p> <p>NOTE: delete if this Service is not being provided.</p>
Software Maintenance Services	<p>The Software Maintenance Services are set out in Appendix [] to this Order Form.</p> <p>NOTE: delete if this Service is not being provided.</p>

Software Licensing Services	The Software Licensing Services are set out in Appendix [] to this Order Form. NOTE: delete if this Service is not being provided.																																						
Hosting Services	The Hosting Services are set out in Appendix [] to this Order Form. NOTE: delete if this Service is not being provided																																						
Consultancy Services	The Consultancy Services are set out in Appendix [] to this Order Form. NOTE: delete if this Service is not being provided																																						
Training Services	The Training Services are set out in Appendix [] to this Order Form. NOTE: delete if this Service is not being provided																																						
Site	The Services will be delivered at the Customer premises being:																																						
Payment Period	[monthly][quarterly][yearly] NOTE: delete as appropriate																																						
Charges	<table border="1"> <thead> <tr> <th>Schedule</th> <th>Charge for Service for the whole Term</th> <th>Charge for extra services for the Term (agreed by the parties in accordance with the Schedules)</th> <th>Total Charges for the Services provided in the relevant Schedule for the Term</th> </tr> </thead> <tbody> <tr> <td>Software development</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Software maintenance</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Software licensing</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Hosting</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Consultancy</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Training</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Overall charge for the Services for the Term</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Additional Assistance Hourly Rate</td> <td>n/a</td> <td>n/a</td> <td></td> </tr> </tbody> </table>			Schedule	Charge for Service for the whole Term	Charge for extra services for the Term (agreed by the parties in accordance with the Schedules)	Total Charges for the Services provided in the relevant Schedule for the Term	Software development				Software maintenance				Software licensing				Hosting				Consultancy				Training				Overall charge for the Services for the Term				Additional Assistance Hourly Rate	n/a	n/a	
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Software Development service levels	NOTE: for each Service specify where the service levels can be found, please change the references if the service levels are located somewhere different. The service levels for the Software Development Services are set out in [Appendix [] to this Order Form].																																						
Software Maintenance service levels	The service levels for the Software Maintenance Services are set out in [Part 2 of Appendix [] to this Order Form].																																						

Hosting service levels	The service levels for the Hosting Services are set out in [Part 2 of Appendix [] to this Order Form].
Consultancy service levels	The service levels for the Consultancy Services are set out in [Part 2 of Appendix [] of this Order Form].
Training service levels	The service levels for the Training Services are set out in the [Training Schedule].
Representatives	Customer Representative: Name: Telephone: Email: Fax: Supplier Representative: Name: Telephone: Email: Fax:
Warranty Period	3 months from and including the Commencement Date.

The supply of goods and/or services set out in this Order Form shall be subject to, and this Order Form incorporates:

- British Council Standard Terms and Conditions of Purchase
- A - Data Protection Schedule
- B - Software Development Schedule
- C - Software Maintenance Schedule
- D - Software Licence Schedule
- E - Hosting Schedule
- F - Consultancy Schedule
- G - Training Schedule

which together form the Agreement entered into by the parties.

This Order Form will not create a legally binding contract until such time as it has been signed by duly authorised representatives of each party whereupon a contract will be formed consisting of this Order Form, the British Council Standard Terms and Conditions of Purchase and the Schedules identified above.

Signed for an on behalf of the British Council

Signed for and on behalf of the Supplier

.....

.....

Name:

Name:

Position:

Position:

Date:

Date:

NOTE: the British Council Standard Terms and Conditions of Purchase and the Data Protection Schedule must always be marked.

NOTE: the Appendices set out the detail of the Services, this will take precedence over the Schedules. The Schedules set out the default position where these Appendices are silent. Delete any Appendix which is not required and renumber the Appendices here and in the relevant Services section in the Order Form.

All definitions in these Appendices are defined in the relevant Schedule.

APPENDIX [1]

SOFTWARE DEVELOPMENT SERVICES

PART 1 – DEFINITION OF SERVICES

1. SPECIFICATION

NOTE: this is the detail of what is being developed. This must be included as it is referred to in the Software Development Schedule.

2. IMPLEMENTATION PLAN

NOTE: this needs to include timescales, acceptance tests, service levels, milestones, service credits/liquidated damages (as applicable). This must be included as it is referred to in the Software Development Schedule.

NOTE: the following must be included as they are referred to in the Software Development Schedule, if not being provided then state N/A and the relevant provisions in the Schedule will not apply.

3. SUPPLIER SOFTWARE

NOTE: Please list under each heading the name and version of the relevant software/documentation being provided.

4. SUPPLIER STANDARD SOFTWARE

4.1 Third Party Software

4.2 Modified Software

4.3 Custom Software

4.4 Documentation

5. CUSTOMER HARDWARE AND SOFTWARE

NOTE: Please list the Customer Hardware and Customer Software which any Supplier Software must be compatible with.

5.1 Customer Hardware

5.2 Customer Software

APPENDIX [2]
SOFTWARE MAINTENANCE SERVICES
PART 1 - DEFINITION OF SERVICES

NOTE: This should provide the detail of what maintenance services are being provided, for example whether support and updating services will be provided.

1. COMMENCEMENT

The Software Maintenance Services commence on the [Commencement Date/at the end of the Warranty Period.] **NOTE:** delete as appropriate. This depends on whether a warranty period is included. This must be included as it is required in the Software Maintenance Schedule.

2. ONLINE ACCESS EQUIPMENT SPECIFICATIONS

NOTE: This must be included as it is referred to in the Software Maintenance Services. The Supplier should be asked to provide this information, make sure that the British Council can supply this specification at all the Sites, if not, negotiate a specification the British Council can comply with.

PART 2 – SERVICE LEVELS

NOTE: delete any Service not being provided.

3. HELPDESK

Service	Response and fix service level	Percentage of calls which must meet the service levels in any month
First line remote support	Immediate response to Customer/Customer Personnel query followed by resolution (user query answered or query escalated to second line on-site support) within [30 minutes] of initial query by the Customer/Customer Personnel.	99%
Second line on-site support	Immediate response to Customer/Customer Personnel query or escalation from first line remote support, query to be resolved (Customer/Customer Personnel query resolved or escalation to status as a Fault) within [1 hour] of Customer/Customer Personnel query or escalation from first line remote support or initial Customer/Customer Personnel notification.	99%
Out of hours support	Immediate response to Customer query followed by resolution (user query answered or query escalated to second line on-site support) within [30 minutes] of initial query by the	99%

	Customer/Customer Personnel.	
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4. FAULTS

Service	Response and fix service level	% response and fix met in accordance with service level in the month
Critical Fault	Remedy the Critical Fault within [4] hours of notification of the Fault by the Customer/Customer Personnel.	99%
Material Fault	Remedy the Fault within [48] hours of notification of the Fault by the Customer/Customer Personnel.	98%
Non-Critical Fault	Remedy the Critical Fault within [5 Working Days] of notification of the Fault by the Customer/Customer Personnel.	97%

4.1 Service credits

- 4.1.1 At the end of each month the Supplier will provide the Customer with a report setting out the Supplier's performance against the Service Levels in the immediately preceding month and where the Supplier has failed to attain any Service Level the Supplier will credit the Customer with a service credit calculated in the manner set out below. The Customer's right to such credits will be in addition to, and not in substitution for, any other rights arising from the Supplier's failure to provide the Services in accordance with the terms of this Agreement.
- 4.1.2 The service credits payable by the Supplier to the Customer will be payable as follows:
- (a) The service credits will be deducted from the Charges for the next Payment Period. Service credit deductions will be clearly shown on the invoice.
 - (b) If no further Charges are due the service credits accrued will be paid to the Customer and will be recoverable by the Customer as a liquidated debt.
- 4.1.3 Failure to achieve the Service Levels for the helpdesk services set out above will result in a [5%] credit of the Charges applicable to the relevant month.
- 4.1.4 Failure to achieve the Service Levels for the remedy of Faults set out above will result in a [5%] credit of the Charges applicable to the relevant month.
- 4.1.5 Failure to achieve both the service levels for the helpdesk and the remedy of faults will result in a [15%] credit of the Charges applicable to the relevant month.

APPENDIX [3]**SOFTWARE LICENSING SERVICES****PART 1 - DEFINITION OF SERVICES****1. SOFTWARE AND SPECIFICATION**

NOTE: List the software licensed here including its specification. This must be included as it is information required in the Software Licensing Schedule.

APPENDIX [4]**SOFTWARE HOSTING**

NOTE: This should specify what services are being provided, for example: space on Supplier's equipment, equipment, installation and maintenance, monitoring services and back up services.

PART 1 - DEFINITION OF SERVICES

For example:

Server space only

The Supplier will provide the Equipment and [] space on the Equipment for the Customer's use. The Supplier will ensure the integrity and confidentiality of the programmes and data is maintained.

OR

Installation and Maintenance Services

The Supplier will install the Equipment in the Premises on [insert installation date] and perform equipment fixes, routine maintenance, installation, installation of operating systems, services packs and fixes or patches on behalf of the Customer in accordance with the time scales agreed between the parties.

1. SPECIFICATION

NOTE: we would expect this to include details such as the following:

2. SECURITY

- 2.1 24 hour internal and external video surveillance and recording system, covering all entrances/exits, main areas and perimeter;
- 2.2 Full perimeter alarm;
- 2.3 Proximity access card and image recognition controlled access system; and
- 2.4 Specialised very early smoke detection system and optical ionisation fire detection unit in conjunction with a dedicated data floor fire suppressant system.

3. MONITORING

3.1 The Supplier will:

3.1.1 immediately detect any problems or faults in any of the Ancillary Core Services;

3.1.2 notify the Customer (using the [24] hour number provided by the Customer to the Supplier) as soon as reasonably practicable if any of the following events have affected the Services being provided to the Customer:

(a) Disasters (explosions, fire, flooding, accidents etc);

(b) Theft and burglary;

(c) Power failures;

(d) Cooling failures;

3.1.3 provide a logging system for faults (for both the Supplier and Customer to log faults) e.g. allocation of a reference number for each fault. The Supplier should investigate the fault and if maintaining the Equipment resolve the fault;

3.1.4 monitor that the Equipment is functioning correctly and either notify the Customer of any faults or rectify them depending on the Service being provided.

3.2 At the end of each calendar month the Supplier will provide to the Customer a report setting out details of all faults logged during that month and the steps taken to resolve the faults.

4. ANCILLARY SERVICES

This table is an example of ancillary services and the associated service levels.

Service	Description	Service Level
Power Supply	Operational and redundant electrical power supplies via UPS system	A service level of 100% for electrical distribution to the data floors
Fire Protection	Specialised very early smoke detection system and optical and ionisation of fire detection unit in conjunction with a dedicated data floor fire suppressant system	A service level of 100% protection to the data floors
Climate Control	A designated downflow air conditioning system capable of maintaining stable temperatures and humidity control within set tolerances	An average temperature of 22°C on the data floor. The humidity may fluctuate by +/- 10° The temperature and humidity service levels apply in respect of normal operating conditions when measured at the close control units. This service level does not apply to

		the temperature/humidity within the cages.
Security	Internal video surveillance and recording system, covering all entrances/exits, main areas and perimeter; full perimeter alarm; proximity access card.	Security systems will operate on a 24/7 basis and will operate to 100% capability.
On site technical support	Provision of technical support from the Supplier on site technicians who will act as the Customer's supervised hands to perform equipment fixes, routine maintenance or trouble shooting	As agreed.
Cabling	All passive connections between the internet and the racks on the data floor will be provided, installed and maintained by the Supplier. The Supplier shall not be responsible for the cabling and connectors within the Customer's racks or for any active components.	Cabling will be in operation \geq 100% of the time Each cable will be tested and certified upon installation. The Customer may request for the cable connections to be re-tested by the Supplier. Any resulting service interruption will not be covered by this Schedule

PART 2 – SERVICE LEVELS

The Service Levels outline the performance parameters and quality of service to be provided by the Supplier to the Customer in relation to the Services.

5. AVAILABILITY

If in any month of the Availability of the Equipment is less than 99.9%, the Customer shall be entitled to a Service Credit for each hour that the Equipment is Unavailable during that month.

5.1 Calculation of Availability

The Availability of the Service shall be calculated as follows:

$$P = (T - U)/T \times 100$$

Where for the month:-

P = the percentage Availability

U = the number of hours during a month when the Service was Unavailable.

T = the number of hours in the month.

5.2 Definition of Unavailability

"Unavailable" means that the Equipment is not available for access by the Customer and/or third parties via the internet provided that such unavailability is not attributable to any of the following:

- 5.2.1 the Supplier has suspended the provision of the Services in accordance with the terms of the Agreement;
- 5.2.2 any Planned Outage (as defined below);
- 5.2.3 excludes major incidents outside the control of the Supplier and any failures of third party telecommunication systems; or
- 5.2.4 an Event of Force Majeure.

5.3 Planned Outage

Planned Outage is any period during which the Supplier performs planned maintenance or upgrade work that will not affect its ability to supply the Service, provided that the Supplier has given not less than [48] hours prior written notice thereof to the Customer.

5.4 Packet Transmission Rate

The Supplier will monitor the incidence of packet loss each month by taking sample measurements between [insert details of relevant hubs etc] of packet delivery. In the event that the IP packet transmission rate in a month falls below 99%, then the Customer shall be entitled to receive a Service Credit for each half per cent that the IP packet transmission rate in month falls below 99%.

5.5 Installation and Maintenance Services

5.5.1 The Supplier will install in the Premises the Equipment and any additions thereto within [14] days of the delivery of the same to the Supplier at the Premises. [The Supplier will provide the Equipment] [The Customer will provide the Equipment] **NOTE: Delete as appropriate.**

5.5.2 Within [24] hours of receipt by the Supplier from the Customer of [an order for] **NOTE: delete if the Supplier will not purchase these for the Customer** any new operating systems, service packs and fixes or patches for any software run on the Equipment the Supplier will [purchase and] **NOTE: delete if the Supplier will not purchase these for the Customer** install the same or advise the Customer of any reasons why the installation of any such operating systems, service packs and fixes or patches may in its opinion be undesirable. [Before the Supplier buys any new operating systems, service packs and fixes or patches for any software run on the Equipment at the request of the Customer the parties will agree the cost of the Customer's order in writing, and this cost is in addition to the Charges]. **NOTE: delete if not relevant.**

5.6 Monitoring Services

As set out in the Specification.

5.7 Ancillary Core Services

As set out in the Specification.

6. RESPONSE TIMES

6.1 In the event that a problem is detected by the Supplier or reported by the Customer concerning one of the Ancillary Core Services, the Supplier will repair and restore the affected service within the following Response Times:

FAULT	Response Time	Target Time to Repair
CRITICAL •loss of power to Equipment •total failure of climate control units	IMMEDIATE response from time of the event being notified by Customer/ detected by the Supplier and assigned a service number.	Within [1] hour
NON CRITICAL Service affected but not critical eg:- •failure of N+1 technology •failure of CAT5 cable •access Control failure NOTE: Ensure these are relevant to the Services being provided	IMMEDIATE response from time of event being notified by the Customer or detected by the Supplier and assigned a service number	Within [4] hours

6.2 Please note that these Response Times do not apply to any Trigger Event that has been caused due to any act on the part of the Customer or the Customer's Equipment or by any Event of Force Majeure.

6.3 If a Fault cannot be resolved within the Response Times specified above, the Fault will be notified to the Customer Representative immediately.

7. SERVICE CREDIT

In relation to any failure by the Supplier to meet its obligations in respect of Availability and Packet Transmission Rate the Service Credit to which the Customer may be entitled is an amount equal to the Charges payable by the Customer for the month in question divided by 30.

In relation to any failure by the Supplier to meet its obligations in respect of the Ancillary Core Services the Customer shall be entitled to an amount equal to the Charges payable by the Customer for the month in question divided by 30.

7.1 Performance Period

The performance period for Service Credits is a month. In relation to the Ancillary Core Services the Customer shall only be entitled to claim a single Service Credit during that month.

The value of Service Credits to which the Customer may become entitled in any month shall not exceed the Charges paid by the Customer for that month.

7.2 Claiming Service Credits

Service Credits will not be given where service failure is caused by:

7.2.1 any Event of Force Majeure as defined in the Clause 9;

- 7.2.2 any act or omission of the Customer, Customer Personnel or third parties acting on its behalf;
- 7.2.3 the necessary removal and re allocation of the Equipment on the data floor in accordance with the provisions contained in Paragraph 2.3 of the Hosting Schedule or any planned maintenance which has been notified to the Customer at least [48] hours beforehand.
- 7.3 The Service Credits payable by the Supplier to the Customer will be payable as follows:
- (a) The service credits will be deducted from the Charges for the next Payment Period. Service Credit deductions will be clearly shown on the invoice.
 - (b) If no further Charges are due the service credits accrued will be paid to the Customer and will be recoverable by the Customer as a liquidated debt.

APPENDIX [5]

CONSULTANCY SERVICES

PART 1 – DEFINITION OF THE SERVICES

NOTE: this should include details of the consultancy services including the requirements and ultimately the programme and timetable agreed. Consultancy services provided may include advice on scoping, specification, integration, acceptance testing, software and/or hardware.

PART 2 – SERVICE LEVELS

1. In the Consultancy Schedule the following Milestones will apply:

Milestone	Milestone Completion Date
[Set out details of the Milestone e.g. providing advice, issuing a report, attending meetings]	

2. [If the Milestone Completion Dates specified above are not achieved then for every day after the Milestone Completion Date a service credit consisting of the Charges for a month divided by 30 will be deducted from the future Charges for each complete day over the Milestone Completion Date for which the Milestone is not delivered.] **NOTE: an alternative remedy is liquidated damages [to discuss with Elizabeth Chambers].**
3. At the end of each month the Supplier will provide the Customer with a report setting out the Supplier's performance against the Milestone Completion Dates in the immediately preceding month and where the Supplier has failed to attain any Milestone Completion Date the Supplier will credit the Customer with a service credit calculated in the manner set out below. The Customer's right to such service credits will be in addition to, and not in substitution for, any other rights arising from

the Supplier's failure to provide the Services in accordance with the terms of this Agreement.

4. The service credits payable by the Supplier to the Customer will be payable as follows:
 - 4.1 The service credits will be deducted from the Charges in the next Payment Period. Service credit deductions will be clearly shown on the invoice.
 - 4.2 If no further Charges are due the service credits accrued will be paid to the Customer and will be recoverable by the Customer as a liquidated debt.

APPENDIX [6]

TRAINING SCHEDULE

PART 1 – DEFINITION OF SERVICES

NOTE: this should include the Customer's requirements and the training programme should be set out, if appropriate in the table below.

1. **CUSTOMER REQUIREMENTS**
2. **TRAINING PROGRAMME**

The training services will be provided in accordance with the following timetable:

Course	Date of Training	Location of training course	Charges
Total:	n/a	n/a	