1. **Background to the Requirement.**

The British Library has around 1900 staff and a large number of readers and other customers who are dependent on its various IT systems.

The British Library is seeking by means of this tender to procure maintenance services for existing Mitel Voice over IP communications equipment.

The British Library has two major sites, one in St.Pancras, London and the other in Boston Spa, West Yorkshire. In addition there is a site at Colindale Avenue NW9 that currently does not have any Mitel equipment.

The Mitel equipment is connected via DPNSS from the existing Siemens Realitis PBX’s located at the St Pancras and Boston Spa sites. The Mitel infrastructure is currently focused on Contact Centre services such as Customer Contact and the IT Helpdesk. It also provides voicemail for the organisation. It is envisaged that the infrastructure will expand to facilitate the integration of other technologies such as Microsoft Lync, Mobile and Smart Phones, presence, fax and other developments that come into business use. It is expected that the successful bidder will assist the library by identifying new features and technologies that can enhance the existing system.

2. **The Requirement for the Provision of Maintenance for Mitel Equipment.**

2.1. The current contract for the provision of maintenance expires at the end of February 2012, so support under the newly-awarded maintenance contract must begin on March 1st 2012, which will be the maintenance contract start date. The maintenance contract will be for a period of three years, subject to satisfactory annual performance reviews.

2.2. Please supply annual costs for the support of the equipment listed in the Appendix 1, together with details of the service you are able to provide.

2.3. Please detail procedures and associated costs/refunds for adding/deleting equipment to/from the maintenance contract once in place.

2.4. Please detail the technical expertise available in your company for the range of equipment to be supported, including any industry-recognized qualifications and experience held by engineers.

2.5 Please confirm that you will allocate a dedicated Account Manager willing to attend review meetings, as required, on British Library premises.

2.6 Please identify standard SLA’s and call escalation processes.

2.7 Please identify your partner/reseller relationship to Mitel.

2.8 Please provide details of two reference sites
3. Site Locations

For information, the full addresses of the sites are as follows:

Boston Spa  The British Library
            Boston Spa
            Wetherby
            West Yorkshire
            LS23 7BQ

St.Pancras  The British Library
            96 Euston Road
            London
            NW1 2DB

Colindale  The British Library Newspaper Library
           Colindale Avenue
           London
           NW9 5HE

Appendix 1

Hardware and Licensing current at 1st January 2012

1 x VM MCD Version 5.0

2 x MCD (3300) Version 5.0

Voicemail- 680 London 320 Boston Spa

6160 including:
- Smart Messaging and Reporting
- Voice Callback
- Web Callback
- Redirection
- Collect Caller Entered Digits
- 20 ports
- Intelligent Queue including screen pops, integrated with MSCRM

Contact Centre version 5.8 including
- Softphone
- Phoneset manager
- Yoursite Explorer - Enterprise edition

6150 including:
- Web Chat
- Faxing
- Email queuing

200 plus ip phones, including Navigator, 5212, 5215, 5312, 5315

Audio Web Conferencing AWC

5550 Console

SIP integration
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40.2 Notwithstanding any other term of this Contract, the Contractor hereby gives consent for the Library to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

SCHEDULE 1

CHANGE CONTROL PROCEDURES

1 General

2 Procedures

SCHEDULE 2

COMMERCIAL SENSITIVE INFORMATION

1 DEFINITIONS AND INTERPRETATION

In these Conditions of Contract:

“Appointment Letter” means the Library’s letter to the Contractor, appointing the Contractor for the performance of the Contract.

“BLR” means the British Library Representative who shall have authority to act on behalf of the British Library on matters connected with the Contract as shall be specified by notice to the Contractor upon award of the Contract.

“Clause” means a Clause in this document.

“Commercially Sensitive Information” means the information:
(a) listed in Schedule 2 – Commercially Sensitive Information provided by the Contractor; or
(b) notified to the Library in writing (prior to commencement of the contract) which has clearly been marked as Commercially Sensitive Information:
   (i) which is provided by the Contractor to the Library in confidence for the period set out in that Schedule or notification; and/or
   (ii) that constitutes a trade secret.

“Conditions” means these Conditions of Contract for the Provision of Services together with any supplementary conditions, and any amendments or additions agreed in writing between the parties.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential however it is conveyed, including information which relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Contractor, including IPRs, together with all 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.

“Contract” means the Schedule of Documents appended to the Library’s Appointment Letter described as forming the Contract.

“Contract Price” means the sum(s) to be paid by the Library to the Contractor under the Contract.

“Contracting Authority” means any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) Regulations 2000 other than the Library.

“Contractor” means the person(s), firm or company awarded the Contract by the Library and includes the Contractor’s legal personal representatives, successors and permitted assignees.

“Contractor Representative” means the person so nominated by the Contractor who shall have authority to act on behalf of the Contractor in connection with the Contract on such matters in connection with the Contract as shall be specified by notice to the Library on award of the Contract.

“Data” means all information, text, drawings, diagrams, images or sounds which are embodied in any electronic or tangible medium and which are supplied or of which access is granted to the Contractor under this Contract.

“Data Controller” shall have the meaning given to it under the Data Protection Act.

“Data Processor” shall have the meaning given to it under the Data Protection Act.

“DPA” means the Data Protection Act 1998 and any and all associated legislation


“Force Majeure” means fire, explosion, flood, lightning, act of God, act of terrorism, war, rebellion, riot, sabotage, or official strike or similar official labour dispute of a third party. Industrial action taken by employees, agents or Sub-contractors of either party shall not constitute a Force Majeure Event in relation to the party whose employees, agents or Sub-contractors take such action.

“FOIA” 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.

“Information” has the meaning given under section 84 of the Freedom of Information Act 2000.

“Library Materials” means (as appropriate) either: (i) all materials, plant, machinery, equipment and any other items supplied to the Contractor by the Library; or (ii) all items of property supplied or paid for by the Library for the purposes of the performance of the Contract.

“Personnel” means any of the Contractor’s employees, agents and Sub-contractors who are employed or otherwise engaged upon the performance of the Services at the Premises.
“Personal data” shall have the meaning given to it under the Data Protection Act.

“Premises” means the place(s) where the Services are to be performed. This includes work carried out at home or in transit, for example working on a laptop during travel.

“Requests for Information” shall have the meaning set out in FOIA or any apparent request for information under the FOIA, the Environmental Information Regulations or the Code of Practice on Access to Government Information (2nd Edition).

“Services” means the description of and execution of the activities to be performed in accordance with the Contract and any modification thereof as may from time to time be provided or approved in writing to the Contractor by the Library and includes, but is not limited to, the provision by the Contractor of all necessary resources such as personnel, goods, materials, plant and equipment.

“Site Procedures Document” means the relevant British Library Site Procedures Document current during the performance of the Services by the Contractor.

“Sub-contractor” means any third party employed by the Contractor in connection with the Contract, and Sub-contract shall be construed accordingly.

“Subject Access Request” means the right of access under Part II Section 7 of the Data Protection Act.

“The Library” means the British Library Board and includes the Library’s successors and assigns.

References to any enactment, order, regulation or other similar instrument shall be construed as a reference to that or any amending or subsequent enactment, order, regulation or instrument.

2 DESIGNATED REPRESENTATIVES

2.1 The Library will, by written notice to the Contractor, appoint a British Library Representative (“BLR”) who shall have the authority to act on behalf of the Library on such matters in connection with the Contract as shall be specified in such notice.

2.2 Subject to any limitations specified by the Library in Clause 2.1 the BLR may from time to time by written notice to the Contractor delegate any part of the BLR’s authority to an assistant or assistants.

2.3 The Contractor shall, immediately upon award of the Contract, appoint a Contractor Representative who shall have authority to act on behalf of the Contractor and shall notify the Library in writing of such appointment.

3 COMMENCEMENT

3.1 The Contractor shall commence the Services either on the date for the commencement of the Services which is notified at the date of award of Contract or otherwise on such date as shall be notified thereafter by the Library in writing. Thereafter the Contractor shall without delay proceed with the Services in accordance with the Contract.
4. **THE SERVICES**

4.1 The Services shall be carried out in complete conformity with the relevant Site Procedures document.

4.2 The Contractor shall carry out the Services at the Premises, in the manner and at the times set out in the Contract.

4.3 Any goods supplied by the Contractor in connection with the provision of the Services:

4.3.1 Shall be of satisfactory quality and sufficient for any purpose made known to the Contractor; and

4.3.2 Shall, if required, be date compliant as defined in the relevant British Standards Institute Document.

4.4 The Services shall be carried out to the satisfaction of the Library and the Contractor shall use the standard of skill and care which is ordinarily exercised by professional, experienced and competent contractors performing services of a similar nature to the Services. Where the Services include the provision of goods, materials or plant these shall be of satisfactory quality and fit for their common or specified purposes.

4.5 The Contractor understands and agrees that the Personnel will undertake their best endeavours to ensure that knowledge transfer to the Library with regard to the Services takes place, where the nature of the Services permits such transfer to be undertaken. For the avoidance of doubt, such knowledge transfer shall not encompass areas such as trade secrets; third party software or any areas which are the subject of a separate confidentiality agreement either between the parties to this Contract or between the parties to this Contract and any third party.

4.6 Performance of the Services may at any reasonable time be inspected by the BLR and the Contractor shall immediately comply with any instructions which the BLR may issue as a result of such inspection.

4.7 Notwithstanding that the Services or any part thereof have been the subject of any instruction, review, approval, acknowledgement or inspection, the Contractor shall not be relieved from any liability or obligation under the Contract.

4.8 If the BLR serves written notice advising the Contractor of any deficiency in the Services, which in the opinion of the Library is attributable to the Contractor, the Contractor shall, without prejudice to the Library’s other rights, promptly remedy the deficiency in the Services in accordance with the notice. All costs of such remedy shall be borne by the Contractor. If the Contractor fails to remedy the deficiency promptly in accordance with the time period specified in the notice, the Library may remedy or cause to be remedied any deficiency at the Contractor’s cost.

4.9 To the extent that the standard of work has not been specified in the Contract the Contractor shall use the best applicable techniques and standards and execute the Contract with all reasonable care, skill and diligence, and in accordance with good industry practice.
4.10 The Contractor warrants and represents that all Personnel assigned to the performance of the Service shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Services.

4.11 The introduction of new methods or systems which impinge on the provision of the Services shall be subject to prior approval by the BLR.

4.12 The signing by the BLR of time sheets or other similar documents shall not be construed as implying the Contractor’s compliance with the Contract.

5 REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE

5.1 Where a complaint is received about the standard of Services or about the way any Services have been delivered or work has been performed or about the materials or procedures used or about any other matter connected with the performance of this Contract, then the BLR shall take all reasonable steps to ascertain whether the complaint is valid. If the BLR so decides, he may uphold the complaint and require the Contractor to remedy the complaint immediately.

5.2 In the event that the BLR is of the opinion that there has been a fundamental breach of this Contract by the Contractor, or the Contractor’s performance of its duties under the Contract has failed to meet the requirements, then the Library may, without prejudice to its rights under Clause 15 of the Contract, do any of the following:

5.2.1 make such deduction from the payment to be made to the Contractor as the Library shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services as the Contractor shall have failed to provide;

5.2.2 without terminating the Contract, itself provide or procure the provision of part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the BLR that the Contractor will once more be able to perform such part of the Services in accordance with the Contract;

5.2.3 without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself provide or procure a third party to provide such part of the Services; and/or

5.2.4 terminate, in accordance with Clause 15, the whole of the Contract.

5.3 The Library may charge to the Contractor any cost reasonably incurred by the Library and any reasonable administration costs in respect of the provision of any part of the Services by the Library or by a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services.

5.4 In the event that the Library enforces any of its rights under Clause 15 the Contractor shall forthwith deliver up to the Library all Library property and/or Library Materials (including, but not limited to, access to keys) relating to the Services or part of the Services.

5.5 If the Contractor fails to perform any part of the Services to the reasonable satisfaction of the Library and such failure is capable of remedy, then the Library
shall instruct the Contractor to perform the work and the Contractor shall at its
own cost and expense remedy such failure (and any damage resulting from such
failure) within 14 days or such other period of time as the Library may direct.

5.6 In the event that the Contractor fails to comply with Clause 5.5 above; or the
Contractor persistently fails to comply with Clause 5.5 above, and such failures,
taken as a whole, materially adverse the commercial interests of the Library then
the Library reserves the right to terminate the Contract by notice in writing with
immediate effect.

5.7 The remedies of the Library under this Clause 5 may be exercised successively in
respect of any one or more failures by the Contractor.

5.8 On completion of the Services or the appropriate part of the Services the
Contractor shall promptly remove from the Premises all equipment and rubbish
and clear away surplus materials (other than any surplus Library Materials which
shall be returned to the Library’s appropriate store) and leave the Premises in a
clean, safe and tidy condition to the satisfaction of the BLR.

5.9 The Contractor shall not treat, keep or dispose of any waste produced and/or
carried by the Contractor as a result of executing the Contract in a manner likely
to cause harm to the health and safety of any person or to the environment and
shall comply with every statutory duty which is relevant.

5.10 During the execution of the Contract, the Contractor shall take such steps as are
reasonably practicable to avoid (or, where avoidance is not possible, to minimise)
harm to the environment.

5.11 No equipment or materials shall be delivered to the Premises until authorised by
the BLR.

5.12 The Contractor shall be responsible for the reception of all equipment and
materials for the performance of the Services and shall provide at its own
expense, all labour, plant and equipment necessary for the loading and off-
loading of all such items.

5.13 The BLR may issue instructions with regard to the removal from the Premises of
any work materials or goods which are not in accordance with the Contract. If
the Contractor fails to effect such removal within the time limit set by the BLR,
then the Library shall be entitled to effect or arrange for removal at the
Contractor’s expense.

6 LIBRARY MATERIALS

6.1 Library Materials shall be identified in the Contractor’s records and clearly
marked as “the property of the British Library”.

6.2 Title to and property in Library Materials shall remain with the Library at all times,
but the Contractor shall be responsible for any loss or damage thereto whilst in
the Contractor’s care, custody or control.

6.3 The Contractor shall, following completion of the Services or on earlier request by
the Library, return Library Materials in good condition, fair wear and tear
excepted.
6.4 Library Materials must not to be used for any purpose other than for the performance of the Contract and shall not be scrapped or removed without the BLR’s permission in writing.

6.5 Waste of Library Materials arising from bad workmanship or negligence of the Contractor shall be made good at the Contractor’s expense.

6.6 The Contractor shall protect and hold all Library Materials free from all liens, charges and other encumbrances.

7 PERSONNEL

7.1 “Personnel” shall have the meaning defined in Clause 1.

7.2 The Contractor shall ensure that all Personnel:

7.2.1 possess any required or appropriate qualifications for the correct performance of the Services; and

7.2.2 carry out the Services with reasonable skill and care in a proper and workmanlike manner and in accordance with the terms and conditions of the Contract;

7.2.3 comply with all aspects of the relevant Site Procedure Document and all other site regulations at all times.

7.3 If the BLR is dissatisfied with the performance of any Personnel on the Services, the Contractor shall cease to employ such Personnel on the Services and provide a competent substitute within 24 hours at no additional cost to the Library.

7.4 The Library reserves the right to refuse access to, or to require the immediate removal from the Premises of, any Personnel appearing to be under the influence of alcohol or drugs.

7.5 If the Contractor becomes aware that any Personnel have been, or are likely to be, convicted of a criminal offence, details thereof must immediately be given to the BLR.

7.6 All Personnel shall behave in a reasonable manner whilst on the Premises. Any Personnel behaving unreasonably will be evicted and may be prosecuted. For the purposes of this Clause, unreasonable behaviour means disruptive, eccentric, salacious or disturbing behaviour (especially where the offender persists despite requests to stop), verbal abuse or acts of violence.

7.7 Contractor’s personnel must not touch or handle any books or other items from the British Library’s collections at any time whilst they are on the Premises, except in an emergency situation and with the approval of the BLR or security staff. If the BLR becomes aware that Contractor’s personnel are in breach of this clause, he may request the Contractor to cease to employ such Personnel on the Services and provide a competent substitute within 24 hours at no additional cost to the Library. If, in the opinion of the BLR a serious or persistent breach of this clause takes place then the Contractor shall be deemed to be in breach of Contract.

7.8 The Contractor acknowledges vicarious liability for all acts or omissions of its Personnel.
8 HEALTH AND SAFETY

8.1 The Contractor shall be responsible for the health and safety of its Personnel and must ensure that they are competent to perform the operations specified. All operatives and supervisors must receive appropriate health and safety training and be made aware of their statutory duties.

8.2 The Contractor shall comply with all its statutory duties relating to Health and Safety.

8.3 The Contractor shall assess and record the health and safety risks to its Personnel, to Library employees, to members of the public and to other contractors arising out of the performance of the Contract and shall take measures to protect all such persons against any risks so identified.

8.4 When requested to do so, the Contractor shall submit to the BLR for approval, a work method statement detailing:

8.4.1 the work to be done;
8.4.2 the timescales for commencement and completion of the Contract;
8.4.3 the materials to be used in the performance of the Contract;
8.4.4 the method to be used in the performance of the Contract;
8.4.5 commentary upon the risk assessment referred to in sub-Clause 8.3, identifying any measures or controls deemed necessary.

8.5 The Contractor shall be responsible for informing its Personnel of Library Site Procedures and ensuring their adherence to such Site Procedures.

8.6 The Contractor shall, in relation to all health and safety matters and relating to the Services:

8.6.1 make available for inspection by the BLR at all times all registers, records and any other documentation; and
8.6.2 send to the BLR a copy of every notice or other communication received from or sent to any statutory body;
8.6.3 ensure that all Sub-contractors comply with the provisions of this Clause 8.6.

8.7 The Contractor shall indemnify the Library against all actions, claims, demands, losses, charges, costs and expenses which the Library may suffer or incur as a result of or in connection with any breach of this Clause 8.

9 VARIATIONS

9.1 The Library may from time to time during the course of the Contract vary the Services. Such variations may include, but are not limited to, additions, omissions, substitutions, alterations, changes in quality, form, character, kind and changes in any specified sequence, method, site or timing of the Services.

9.2 If the Contractor considers that any direction of the BLR varies the Services and will then or later justify a change to the Contract Price, the Contractor shall promptly notify the BLR giving details thereof.
9.3 Any adjustment to the Contract Price shall be determined in accordance with the rates and prices specified in the Contract. If no such rates and prices are specified, then reasonable rates and prices shall be agreed by the parties and the Contractor shall provide such supporting evidence as the BLR may reasonably require to enable such to be determined.

9.4 If the Library:

9.4.1 does not agree that the directions of the BLR vary the Services; or
9.4.2 does not agree that such directions will change the Contract Price; or
9.4.3 is unable to agree reasonable rates and prices for a variation;

9.5 then the BLR shall notify the Contractor in writing of the Library’s reasons.

9.6 Notwithstanding any such disagreement under this Clause, the Contractor shall, unless otherwise notified by the BLR, carry out such variations without prejudice to any of its rights under the Contract or at law.

9.7 The Contractor shall when carrying out variations be bound by the Contract.

9.8 The Contractor shall not alter nor vary any of the requirements of the Contract except as directed in writing by the Library.

9.9 Any change to the Contract which is agreed by the Parties shall be subject to the Change Procedure set out in SCHEDULE hereto.

10 PRICE AND PAYMENT

10.1 The Contract Price shall:

10.1.1 be firm and fixed for the duration of the Contract;
10.1.2 include any carriage to the specified delivery point and packing costs of any goods to be supplied in connection with the Services;
10.1.3 unless otherwise agreed in writing, be in Pounds Sterling.

10.2 If any new law, regulation, or bye-law is made after the commencement of the Contract, which the Contractor considers will either then or later increase or reduce the Contract Price, the Contractor shall promptly notify the BLR in writing giving details. If the BLR agrees, the Contract Price shall be adjusted in accordance with Clause 9.

10.3 The Contractor shall submit to the Library at the address stated in the Contract, a detailed priced invoice or invoices in accordance with the Contract. Invoice(s) shall:

10.3.1 show or have attached all information necessary to support the invoiced amount therein including all relevant time sheets or schedules; and
10.3.2 be marked with the Library’s Contract reference number.

10.4 Unless otherwise specified in the Contract, payment shall be made by the Library within thirty days of its receipt of the Contractor’s correct invoice.

10.5 All sums payable under the contract shall be exclusive of Value Added Tax which may be added to the invoice where appropriate. The Library shall pay to the
Contractor any UK Value Added Tax properly chargeable in respect of the Services, after receipt of a tax invoice in a form acceptable to the Library. The Contractor shall pay all other taxes arising under the Contract.

10.6 Wherever under the Contract any sum of money is recoverable from or payable by the Contractor that sum may be deducted from any sum then due or which at any later time may become due to the Contractor under, arising from or in connection with the Contract or under any other contract with the Library.

10.7 All payments due to be made to the Contractor by the Library shall generally be made by means of a BACS transfer.

11 PROPERTY AND RISK

11.1 Without prejudice to the rights and obligations of the parties under the Contract, the property in any goods that form any part of the Contract shall pass to the Library on delivery to the Premises or on payment by the Library (whichever is earlier) but the risk shall not pass to the Library until the goods have been delivered in accordance with the Contract.

11.2 Where the property in any goods passes to the Library before delivery, such goods shall be clearly identified and marked as "the property of the British Library" or in such manner as the BLR may require.

11.3 Unless otherwise agreed in writing, all tools, patterns, drawings, designs, other documents, equipment or materials supplied by or on behalf of the Library shall be and remain the property of the Library.

11.4 and the Contractor shall be responsible for their safe custody and return. They shall not be disposed of by the Contractor to any third party nor used except for the purpose of carrying out the Contract or any future Contract with the Library.

12 DEFECTS LIABILITY PERIOD

12.1 The Contractor shall, for a period of twelve months following completion of the Services, ("the Defects Correction Period") be responsible for repairing or remediating at its own expense and to the satisfaction of the Library any defects arising from the Services.

12.2 The Defects Correction Period shall be renewed in respect of all repairs and remedial work carried out by the Contractor under the provisions of Clause 12.1.

12.3 Performance of the Contractor’s obligations pursuant to Clause 12 shall not relieve the Contractor from any liability arising out of or connected with its other obligations under the Contract.

13 INSURANCE AND INDEMNITY

13.1 The Contractor shall be liable for and shall indemnify and defend the Library from all losses, costs, damages and expenses of every kind arising out of any claim in respect of injury or sickness, disease or death of any person or loss of or damage to any property arising out of the Contract and shall, at its own cost at the Library’s request, defend the Library in any proceedings involving the same,
except that the Library shall be liable for and shall indemnify and defend the Contractor from all losses, costs, damages and expenses of every kind, arising out of any claim to the extent that the said injury, sickness, disease, death, loss or damage is caused or contributed to by the negligence of the Library.

13.2 Without prejudice to its obligation to indemnify the Library the Contractor shall take out and maintain and shall cause any subcontractor to take out and maintain insurance in respect of the liability referred to above. The Contractor shall bear any and all excesses, deductibles or franchises incorporated therein:

13.2.1 Insurance in accordance with workmans’ compensation and occupational disease laws and employer’s liability insurance for an amount of not less than £5,000,000.00 per occurrence or series of occurrences arising from the one event, which shall comply with all applicable laws. Such insurance cover shall cover all employees of the Contractor engaged in the performance of the Contractor’s obligations under the Contract, and shall contain an indemnity to principal’s Clause; and

13.2.2 General third party public liability insurance with a limit of not less than £5,000,000.00 per occurrence or series of occurrences arising from the one event.

13.3 Except in respect of injury, including death to a person due to negligence for which no limit applies, the liability of the Contractor shall not exceed the sums specified in sub-Clause 13.2 in respect of any event or series of connected events.

13.4 The Contractor shall produce and shall cause any subcontractor to produce such evidence as the Library may reasonably require that the insurances referred to above or elsewhere in the Contract have been taken out and are in force at all material times.

13.5 The Contractor shall give immediate written notice to the Library and all insured parties in the event of cancellation or material change which may affect the Library’s or any insured party’s interest.

14 SUSPENSION

14.1 The Contractor shall on the instructions of the BLR suspend the whole of the Services or any part thereof and shall take all measures necessary to protect and secure the same. All verbal instructions shall be confirmed in writing within a reasonable time.

14.2 If, following a suspension under Clause 14.1, any additional costs are notified to the BLR by the Contractor and have, in the BLR’s opinion, been reasonably and necessarily incurred, such suspension shall be treated as a variation in accordance with Clause 9 upon substantiation to the satisfaction of the BLR. The Contractor shall use its best endeavours to mitigate the financial and other effects of such suspension.

14.3 Notwithstanding Clause 14.2, no additional costs shall be payable by the Library if the suspension arises as a result of any act, omission, default or negligence on the part of the Contractor.
14.4 The BLR may at any time by written notice to the Contractor authorise resumption of all or any part of the suspended Services and the Contractor shall promptly resume performance of the Services in accordance with the terms of the notice.

15 TERMINATION

15.1 Either party may terminate the Contract immediately if:

15.1.1 written notice has been given to the other party of a substantial or persistent breach stating the period during which such breach is to be rectified and the party given such notice has failed to satisfactorily remedy such breach within the period stated; or

15.1.2 the other party:

15.1.2.1 becomes bankrupt or insolvent; or

15.1.2.2 makes or attempts to enter into any arrangement or composition with its creditor(s); or

15.1.2.3 agrees to carry out the Contract under a committee of inspection of its creditors; or

15.1.2.4 issues a notice calling a meeting to pass a resolution for its winding up; or

15.1.2.5 is wound up by an order of the Court; or

15.1.2.6 has a provisional liquidator, receiver or manager or administrator appointed; or

15.1.2.7 if there is a change of control of the Contractor within the meaning set out in Section 840 of the Income and Corporation Taxes Act 1988.

15.2 Without prejudice to the rights of the Library to terminate the Contract under Clause 15.1, it shall be a condition of the Contract that the Contractor shall not engage in any activities, whether lawful or unlawful, which may, in the opinion of the Library, bring the reputation of the Library into disrepute. If it comes to the notice of the Library that the Contractor has engaged in such activities, then the Library may terminate the Contract forthwith.

15.3 Without prejudice to the rights of the Library to terminate the Contract under Clause 15.1, the Library may for any other reason whatsoever terminate the Contract or part thereof at any time by giving reasonable written notice to the Contractor and specifying the date from which termination shall be effective.

16 CONSEQUENCES OF TERMINATION

16.1 Upon termination of the Contract howsoever caused, the Contractor shall:

16.1.1 immediately deliver to the Library all confidential information, documents, Library Materials and other property of the Library supplied to it in the course of or pursuant to the Contract;
16.1.2 upon notice from the BLR, remove from any premises of the Library any materials or goods which are the Contractor’s property and which the BLR has requested it to so remove;

16.1.3 submit to the BLR within two weeks of such termination all outstanding invoices together with all such further information as the BLR may require to verify such invoices and, if so requested by the BLR, a reconciliation of such invoices to the records of the Library.

16.2 Failure by the Contractor to comply in all material respects with Clause 16.1 within the time specified, shall extinguish all rights of the Contractor to receive any further payment pursuant to the Contract.

16.3 If the Library terminates:

16.3.1 under Clause 15.1 and Clause 15.2, but without prejudice to any other rights of the Library:

16.3.1.1 the Contractor shall be liable for any additional cost over and above the Contract Price incurred by the Library in completing the Services; and

16.3.1.2 the Contractor shall be liable for the reasonable costs incurred by the Library in letting such contract or contracts as may be necessary to undertake and complete the Services.

16.4 The Library may deduct such additional costs as stated in 16.3.1.1 and 16.3.1.2 herein from amounts (if any) as are due to the Contractor or otherwise recover such cost as a debt due from the Contractor. Subject to the foregoing however, the Contractor may recover from the Library, by way of full and final satisfaction of all claims, those monies which the Library agrees were accrued due prior to such termination.

16.5 If the Library terminates under Clause 15.3, the Contractor may, without prejudice to any of its other rights or remedies under the Contract, recover from the Library by way of full and final satisfaction of all claims, all monies accrued due prior to such termination plus all reasonable costs actually and necessarily incurred by the Contractor directly and exclusively as the result of such early termination.

16.6 Under Clauses 15.1 and 15.3, the Library may require the Contractor to immediately vacate the Library premises and return any Library materials.

16.7 Any sums recoverable by the Contractor under the Contract shall not exceed the Contract Price.

16.8 Clauses 18, 19, 23, 25, 26 and 35 shall survive termination of this Contract.

17 ASSIGNMENT AND SUB-CONTRACTING

17.1 The Contractor shall not assign the Contract in whole or in part or any benefit or interest therein without the prior written consent of the BLR.

17.2 The Library may assign or otherwise transfer the Contract in whole or in part or any benefit or interest therein to any party by written notice to the Contractor.
17.3 The Contractor shall not Sub-contract the whole or any part of the Services including Sub-contracting for labour only, without the prior written consent of the BLR. If such consent is given it shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, omissions, defaults or negligence of any Sub-contractor, its agents, servants or workmen as fully as if they were the acts, omissions, defaults or negligence of the Contractor.

17.4 If consent is granted under Clause 17.3:

17.4.1 the Contractor shall ensure that all rights, duties and obligations that the Contractor has under the Contract shall be included in any contract that the Contractor has with any Sub-contractor; and

17.4.2 the Contractor shall be responsible for making good any loss suffered or expense incurred by the Library by reason of any default, negligence or failure on the part of any Sub-contractor.

18 INTELLECTUAL PROPERTY

18.1 The Contractor shall be liable for and shall indemnify and defend the Library from all losses costs, damages and expenses of every kind arising out of any claim in respect of any infringement or alleged infringement of any patent, copyright or other intellectual property rights arising by reason of the use or embodiment in the Services of any articles supplied by the Contractor or which arise out of or in connection with the Contractor’s obligations under the Contract, except that this indemnity shall not apply in respect of any infringement or alleged infringement arising as a result of the correct use by the Contractor of a design supplied by the Library.

18.2 All patents, copyright and other intellectual property rights in all Library Materials or other items created by the Library and supplied to the Contractor for the performance of the Services shall remain the sole property of the Library and the Contractor shall not after the completion, expiry or termination of the Contract question or dispute the Library’s ownership thereof.

18.3 Any inventions or intellectual property which arises out of or is created as a result of the carrying out of the Services shall be subject to the following Clauses:

18.3.1 Any Works as defined herein shall forthwith be disclosed to the Library and shall (subject to the provisions of the Patents Act 1977) belong to and be the absolute property of the Library.

18.3.2 The Contractor shall procure that all rights in any Works developed by the Personnel shall accrue to the Contractor in order that the Contractor may comply with its obligations under the provisions of this Clause 18.

18.3.3 The Contractor if and whenever required so to do by the Library shall at the expense of the Library:

18.3.3.1 apply or join with the Library in applying for letters patent, registered design, trade mark or other protection or registration in the United Kingdom and in any other part of the world for any Works; and
18.3.2 execute and do all instruments and things necessary for vesting such patents, registered designs, trade marks or other protection or registration when obtained and all right title and interest to and in the same absolutely and as sole beneficial owner in the Library or in such other person or organisation as the Library may specify; and

18.3.3 sign and execute all such documents, and do all such things as the Library may reasonably require in respect of any proceedings in respect of such applications and any publication or application for revocation of such patent, unregistered designs, trade marks or other protection.

18.3.4 The Contractor hereby irrevocably and unconditionally waives all rights under Chapter IV Copyright, Designs and Patents Act 1988 and any other moral rights which it may have in the Works in connection with its authorship of any existing or future copyright work in the course of the provision of the Services, in whatever part of the world such rights may be enforceable, including, without limitation:

18.3.4.1 the right conferred by section 77 of that Act to be identified as the author of any such work; and

18.3.4.2 the right conferred by Section 80 of that Act not to have any such work subjected to derogatory treatment.

18.3.5 The Contractor hereby irrevocably appoints the Library to be its attorney in its name and on its behalf to execute and do any such instrument or thing and generally to use its name for the purpose of giving to the Library the full benefit of this Clause in favour of any third party. A certificate in writing signed by any director of the Library that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case.

18.3.6 Nothing in this Clause shall be construed as restricting the rights of the Contractor or the Library under Sections 39 to 43 of the Patents Act 1977 or its successors in law.

18.3.7 For the avoidance of doubt, any outcomes which arise out of and in the course of the Contract (including but not limited to draft reports, interim reports and reports) shall vest in and be the sole property of the Library, and may be used by the Library as it sees fit.

19 PROTECTION OF DATA

19.1 The Contractor and the Library shall each take reasonable precautions (having regard to the nature of their other respective obligations under this agreement) to preserve the integrity of the Library’s Data and to prevent any corruption or loss of the Library’s Data.
COMPLIANCE WITH DATA PROTECTION ACT 1998

20.1 The Contractor and the Library shall both comply with their respective obligations under the provision of the Data Protection Act 1998.

20.2 The Contractor hereby undertakes to comply with obligations equivalent to those imposed on a "data controller" by the Seventh Data Protection Principle as set out in Schedule 1 to the Data Protection Act 1998, with regard to any personal data processed on behalf of the Library by the Contractor under the Contract.

20.3 In addition, the Contractor:

20.3.1 warrants and undertakes that it has and will have at all times during the term of the Contract appropriate measures in place acceptable to the Library to protect any personal data accessed or processed by the Contractor on the Library’s behalf against unauthorised or unlawful processing and against accidental loss or destruction and that it has taken all reasonable steps to ensure the reliability of any of its staff, including but not limited to the Personnel, who will have access to personal data processed under this Contract;

20.3.2 undertakes that it will act only on the BLR’s instructions in relation to the processing of any personal data on the Library’s behalf;

20.3.3 undertakes to allow the Library or the Library’s representatives on reasonable notice access to any relevant premises owned or controlled by the Contractor to inspect the Contractor’s procedures and will, on request by the Library from time to time, prepare a report for the Library as to the Contractor’s then current technical and organisational measures used to protect any such personal data;

20.3.4 undertakes to consider all reasonable suggestions which the Library may put to the Contractor to ensure that the level of protection provided by the Contractor for personal data processed on behalf of the Library is in accordance with this Clause and to make changes suggested thereby unless the Contractor can prove to the Library's reasonable satisfaction that such proposed changes are not necessary to ensure ongoing compliance with the warranty and undertaking given in Clause 20.3.1 herein.

20.4 Breach of any of the warranties or undertakings set out in this Clause 20 will entitle the Library to terminate the Contract forthwith in accordance with Clause 15 - Termination.

FREEDOM OF INFORMATION ACT 2000 AND THE ENVIRONMENTAL INFORMATION REGULATIONS 2004

21.1 The Contractor acknowledges that the Library is subject to the requirements of the Code of Practice on Access to Government Information (2nd Edition), the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Library (at the Contractor’s expense) to enable the Library to comply with these Information disclosure requirements.

21.2 The Contractor shall and shall procure that its sub-contractors shall:
21.2.1 transfer the Request for Information to the Library as soon as practicable after receipt and in any event within three Working Days of receiving a Request for Information;

21.2.2 provide the Library with a copy of all Information in its possession or power in the form that the Library requires within five Working Days (or such other period as the Library may specify) of the Library requesting that Information; and

21.2.3 provide all necessary assistance as reasonably requested by the Library to enable the Library to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

21.3 The Library shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:

21.3.1 is exempt from disclosure in accordance with the provisions of the Code of Practice on Access to Government Information (2nd Edition), the FOIA or the Environmental Information Regulations;

21.3.2 is to be disclosed in response to a Request for Information, and

21.3.3 in no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Library.

21.4 The Contractor acknowledges that the Library may, acting in accordance with the Department for Constitutional Affairs’ Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the Code of Practice on Access to Government Information (2nd Edition), the FOIA, or the Environmental Information Regulations to disclose Information:-

21.4.1 without consulting with the Contractor, or

21.4.2 following consultation with the Contractor and having taken its views into account.

21.5 The Contractor shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Library to inspect such records as requested from time to time.

21.6 The Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Library may nevertheless be obliged to disclose Confidential Information in accordance with Clause 21.4.

22 CORRUPT GIFTS

22.1 The Contractor shall ensure that neither its Personnel or Sub-contractors or any person acting on its behalf shall not, offer or give, or agree to give, to any member, employee or representative of the Library any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Library or for showing or
re refraining from showing favour or disfavour to any person in relation to this or any such contract. The attention of the Contractor is drawn to the criminal offences created by the Prevention of Corruption Acts 1889 to 1916.

22.2 The Library may terminate the Contract immediately without prior written notice to the Contractor, if the Contractor or its Personnel or Sub-contractor(s) or any person acting on its behalf is in default of this Clause.

22.3 Without prejudice to any other remedy which the Library may have, the Contractor shall indemnify the Library in respect of any damage, cost, charge or expense arising as a result of termination of the Contract under Clause 21.1.

22.4 In the event of any dispute, difference or question arising in respect of the interpretation of this Clause 21.1, the decision of the Library shall be final.

23 AUDIT AND RECORDS

23.1 The Contractor shall keep and maintain until 2 (two) years after the Contract has been completed full and accurate records to the satisfaction of the Library, including without limitation dockets and receipts evidencing time utilisation, expenditure and other relevant matter performed in connection with the Contract. The Contractor shall on request afford the Library or its representative such reasonable access to those records as may be required by the Library in connection with the Contract.

24 NATIONAL AUDIT OFFICE ACCESS

24.1 For the purpose of:

24.1.1 the examination and certification of British Library accounts; or

24.1.2 any examination pursuant to Section 6(1) of the National Audit Act 1983 or any re-enactment thereof of the economy, efficiency and effectiveness with which the British Library has used its resources;

24.2 the Comptroller and Auditor General may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Contractor and may require the Contractor to provide such oral and/or written explanations as he considers necessary.

24.3 It is hereby declared that the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 or any re-enactment thereof in relation to the Contractor is not a function exercisable under this condition.

25 CONFIDENTIALITY

25.1 The Contractor shall keep confidential all information connected with the business of the Library or which comes to the Contractor’s knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the Services except:

25.1.1 with the prior written agreement of the Library; or

25.1.2 by requirement of law.
25.2 The provisions of Clause 25.1 shall not apply to such information if it is:
25.2.1 in the public domain otherwise than by failure of the Contractor to comply with
Clause 25.1; or
25.2.2 in the possession of the Contractor before these confidentiality obligations
came into effect; or
25.2.3 obtained from a third party who is free to disclose the same.

26 IDENTIFYING MARK

26.1 The use of any identifying mark of the Library, including its name or any other
visual identification is specifically prohibited without the express written
permission of the BLR.

26.2 The provisions of this Clause 26 shall apply during the continuance of the
Contract and after its termination howsoever arising, but if the Contractor has
entered into a separate confidentiality agreement with the Library, then the
terms of that agreement shall take precedence over this Clause 26.

27 ADVERTISING

27.1 No advertisements, posters, placards or signs may be affixed to or displayed from
any British Library building or its boundary without the prior permission of the
BLR.

27.2 Before taking any publicity photography, or obtaining or using publicity material,
the Contractor must first seek the BLR’s permission.

27.3 Before making use of any photography or publicity material, the Contractor must
first seek the BLR’s permission.

28 WAIVER

28.1 No term of the Contract shall be considered waived by either party unless
executed in writing. No such waiver shall be a waiver of any past or future
default, breach or modification of the terms of the Contract unless expressly set
forth in such waiver.

28.2 The non-enforcement of any of the terms of the Contract by either party shall not
be construed as a waiver of any of that party’s other rights and obligations.

29 NOTICES

29.1 All notices shall be given in writing and be delivered by hand or sent by facsimile
or recorded delivery post to the address of the relevant party; in the case of
notices sent to the Library, all such notices shall be marked for the attention of
the BLR, as stated herein, or to any subsequently notified address. Any notice
sent by facsimile shall be deemed to have been served at the time of
transmission. A notice sent by post shall be deemed to have been served four
days after.
30  FORCE MAJEURE

30.1 Neither party will be liable for delay or failure to perform any of its obligations under the Contract insofar as the performance of such obligations is caused by Force Majeure.

30.2 A party prevented or delayed from performing its obligations under the Contract by Force Majeure shall promptly notify the other party in writing and make every reasonable effort to minimise the effects thereof and shall promptly resume performance as soon as reasonably possible after the Force Majeure ceases.

30.3 The party not affected by Force Majeure may, when the period of non-performance or delay exceeds thirty days from the date of notice of the Force Majeure event, terminate the Contract at any time by giving written notice to the other party.

31  DISCRIMINATION AND DIVERSITY

31.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment and that equal opportunities are afforded to all persons regardless of the foregoing.

31.2 The Contractor shall take all reasonable steps to secure the observance of Clause 32.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract or Services.

32  ENTIRETY AND SUPREMACY

32.1 The Contract comprises the entire agreement between the parties to the exclusion of all other terms and conditions and prior or collateral agreements, negotiations, notices of intention and representations and the parties agree that they have not been induced to enter into the Contract on the basis of any representation. Furthermore, the parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth in the Contract and no amendment to the Contract, other than variations to the specification in accordance with Clause 9, shall be binding on either party unless in writing and signed by an authorised representative of each party.

32.2 No other document which forms part of the Contract shall override, modify or affect in any way whatsoever the application or interpretation of the Clauses of this document.

33  ADJUDICATION

33.1 The parties may by notice ask for adjudication on any dispute, difference or question arising out of, or relating to, the Contract during the course of the Contract, other than any matters on which the Library reserves the right to
express a final and conclusive decision, and providing that the dispute, difference or question has been outstanding for at least 3 months.

33.2 The notice shall specify the matter in dispute and shall set out the principal facts and arguments relating to it. Copies of all relevant documents in possession of either party shall be attached to the notice.

33.3 On receipt of a notice the BLR or Contractor Representative as the case may be shall nominate an officer of the Library or Contractor, or a person acting for the Library or Contractor, who has not been associated with the letting or management of the Contract to act as an independent adjudicator, and shall promptly notify the other party of the nomination.

33.4 The adjudicator shall notify his decision not later than 28 days from the receipt of the notice. The decision shall state how the cost of the adjudicator’s fee or salary shall be apportioned between the parties. Each party shall otherwise bear its own costs of adjudication.

33.5 In coming to a decision, the adjudicator shall have regard to how far the parties have complied with any procedures in the Contract relevant to the matter in dispute, and to what extent each of them has acted promptly, reasonably and in good faith.

33.6 The decision of the adjudicator on any matter referred to him will be binding until completion or abandonment of the Contract.

34 ARBITRATION

34.1 In addition to adjudication, the procedures of arbitration set out in this Clause 34 will be available to the parties with regard to disputes, differences or questions between them arising out of or in relation to the Contract, other than as matter as to which the Library reserves the right to express a final and conclusive decision. The dispute, difference or question shall after notice by either party to the other be referred to a single arbitrator agreed for that purpose or, in default of agreement within a reasonable period, appointed at the request of either party by the Chairman of the Chartered Institute of Arbitrators.

34.2 Unless the parties otherwise agree:

34.2.1 no reference shall be made under Clause 34.1 until after the completion or abandonment of the Contract or the determination of the Contract;

34.2.2 the arbitrator will hold a meeting with the parties forthwith on his acceptance of office and will fix a timetable for the delivery of points of claim and defence or counter claim, for the discovery and inspection of documents, for the inspection of work (if necessary) and for the hearing of any oral evidence (if necessary) which timetable shall not without the consent of the parties exceed a period of 6 months from the date of that preliminary meeting;

34.2.3 the parties shall ensure that any evidence whether oral or written and any document or argument required to be submitted to the arbitrator is submitted to him in accordance with the agreed timetable;

34.2.4 the arbitrator shall give his award not later than 3 months from the end of the period referred to in Clause 34.2.2.
34.3 A reference to arbitration in accordance with this Clause shall be a reference to which the Arbitration Acts 1950 and 1979 apply, and those Acts shall have effect subject to the provisions of this Clause 34.

35 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

35.1 The Contracts (Rights of Third Parties) Act 1999 (‘The Third Parties Act’) shall not apply to this Contract.

35.2 No individual, firm or company who is a third party to this Contract (including any employee, officer, agent, representative or sub-contractor of either party) shall have the right (whether under The Third Parties Act or otherwise) to enforce any part or the whole of this Contract which expressly or by implication confers a benefit on that individual, firm or company without the express prior written agreement of the parties to the Contract which agreement must refer to this Clause 35.2.

35.3 In the event that an individual, firm or company who is not a party to this Agreement (including any employee, officer, agent, representative or sub-contractor of either party) has a right to enforce any term of this Contract by virtue of Section 1 of The Third Parties Act, the parties to the Contract may, notwithstanding Section 2(1) of the Third Parties Act, vary or cancel this Contract by agreement between them without the consent of such third party.

36 GOVERNING LAW AND LANGUAGE

36.1 The construction and performance of the Contract shall be governed solely by the Laws of England, and shall be subject to the jurisdiction of the English courts.

36.2 All documentation provided to the Library by the Contractor and its Sub-contractors and all communications between the Library and the Contractor in connection with the Contract shall be in the English language.

37 HEADINGS

37.1 The headings of Clauses or other parts of the Contract are inserted for convenient reference only and are not to be construed as defining, limiting or extending the meaning of any of their provisions.

40 RIGHT TO PUBLISH

40.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Library shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
40.2 Notwithstanding any other term of this Contract, the Contractor hereby gives consent for the Library to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

40.3 The Library may consult with the Contractor to inform its decision regarding any redactions but the Library shall have the final decision in its absolute discretion.

40.4 The Contractor shall assist and cooperate with the Library to enable the Library to publish this Contract.
SCHEDULE 1
CHANGE CONTROL PROCEDURES

1 General

1.1 Where the parties see a need to amend the Contract, the Library may request and the Contractor may at any time recommend, such change in accordance with the formal Change Control Procedure (CCP) set out below.

1.2 Neither party shall unreasonably withhold its agreement to such change.

1.3 Until the Contract amendment is authorised, the Contractor shall, unless otherwise agreed in writing, continue to supply the Services as if the request or recommendation had not been made.

1.4 Any such request or recommendation shall be without prejudice to the rights of either party.

1.5 Any work undertaken by the Contractor which has not been authorised in advance by the mechanism set out in this Schedule shall be undertaken entirely at the Contractor’s expense.

2 Procedures

2.1 Discussion between the parties concerning an amendment to the Contract will result in one of the following:

2.1.1 No further action being taken, or

2.1.2 A written request to amend the Contract being made by the Library, or

2.1.3 A written request to amend the Contract being made by the Contractor, or

2.1.4 A recommendation to amend the Contract being made by the Contractor.

2.2 Where a written request for an amendment is made by the Library the Contractor shall, unless otherwise agreed, submit a Change Control Note (CCN) to the Library within 3 weeks of the date of the request.

2.3 A recommendation to amend shall be made by the Contractor as a CCN direct to the Library at the time of such recommendation.

2.4 Each CCN shall contain:

2.4.1 The title of the change

2.4.2 The originator and date of the request/change recommendation

2.4.3 The reason for the change

2.4.4 Full details of the change including any specifications for additional services other than the Services

2.4.5 The full implications, if any, of the change

2.4.6 A timetable for implementation
2.4.7 A schedule of payments if appropriate

2.4.8 Details of the likely impact, if any, of the change on other aspects of the Contract, including but not limited to:

2.4.8.1 The scope of Services

2.4.8.2 The period of the Contract

2.4.8.3 Any changes to Personnel

2.4.8.4 The Contractor’s payment profile

2.4.8.5 The documentation and information to be provided

2.4.8.6 The Contractor’s performance levels

2.4.8.7 Working arrangements

2.4.8.8 Any contractual issues

2.4.9 The expiry date of validity for the CCN which will, unless otherwise agreed by the parties, be at least 1 (one) calendar month from the date of submission of the CCN

2.4.10 Provision for signature by the parties

2.5 For each CCN submitted, the Library will within the period of the CCN:

2.5.1 Allocate a sequential number to the CCN

2.5.2 Evaluate the CCN and, as appropriate:

2.5.2.1 Request further information; or

2.5.2.2 Approve the CCN as submitted; or

2.5.2.3 Notify the Contractor that the CCN has been rejected, given reasons for the rejection

2.5.3 Arrange for 2 copies of an approved CCN to be signed by or on behalf of the parties

2.6 If the parties consider that the preparation of a CCN which has been requested by the Library would necessitate a significant allocation of resources, the Contractor will notify the Library accordingly and, on agreement by the Library, will make a proposal for a paid study of the cost and implications of producing the required CCN. Pending the Library’s acceptance of the proposal, the Contractor will be relieved of his obligations to produce such CCN.

2.7 A CCN signed by both parties shall constitute a formal amendment to this Contract.
Response to Requirements

Britannic Technologies Ltd
Tender Response
Prepared by Richard Betts
31st January 2012
## Document Details

**RESPONSE TO REQUIREMENTS DOCUMENT**

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Executive Summary

The objective of this summary is to provide a sound business justification why Britannic Technologies should be considered as a trusted partner for The British Library.

The British Library is currently reviewing which support partner to utilise for a three year support contract. Britannic Technologies have been invited to discuss the available options to support the Mitel estate and Network Services.

The Britannic Technologies best of breed service will provide The British Library with a single point of contact for system maintenance, service and development with a highly experienced, capable and market leading national Premier Mitel Enterprise specialist.

We understand the importance of your voice network and the requirement for stability and availability throughout the day especially in the current market place. Furthermore we acknowledge from our customers the strategic value associated with providers who have a full understanding of the entire ICT environment. Britannic has strategic partnerships and technical expertise with HP, Cisco, Microsoft and BT which can provide your organisation with a single partner to support the voice and data systems.

Our commitment is to work with you in partnership sharing our extensive knowledge, our market leading technical skills, provide access to our highly focused service teams through a highly proactive, adaptive and personal partnership between our two organisations.

We understand that The British Library must continue to demonstrate best value to their members, stakeholders and Board of Directors, whilst also ensuring that the investment made to date is protected in financially challenging times. The proactive Account Management and sound design of the Britannic solution and service will easily allow The British Library to evolve in the future, for example by migrating the 3300 onto a virtualised server, similar to the Virtualisation project WWF commissioned Britannic to deliver. Our work with Cheshire Peaks & Plains provides an excellent example of the value (50% savings) we have been able to add to an organisation that deployed a Britannic managed service solution.

The receipt of our industry award as CRN Converged Reseller of the year 2010 is a testament of Britannic Technologies’ ability to repeatedly integrate disparate technologies and platforms to mirror business processes and achieve tangible business benefits. Coupled with the fact Britannic are a Mitel Premier Partner, The British Library will be partnering with a national company that can provide support and guidance with a vision towards future requirements. One potential requirement could be the integration of your Microsoft Lync systems with the Nouveau Solutions provided NEAT application with the Mitel systems. This is a solution currently delivered utilising the Britannic NetCONNECT middleware, and being jointly brought to market in partnership between Nouveau and Britannic.

As an organisation Britannic Technologies unique BSI and ISO approved approach to market has evolved since 1984 and has been focused on understanding our customer’s needs and then designing, implementing, supporting and managing a solution which improves and adds value to the way our customers communicate. Ultimately if our customer’s communications infrastructure does not support their business objectives we would be unable to achieve our strategic and commercial goals. We take huge pride in the long list of customer testimonies, partner endorsements, our government approved supplier contract, industry awards and our financial stability which provides
clear evidence that our unique approach to market adds value to our 1,400 customers. We also care what our customers’ experience is by carrying our biannual customer survey’s, prompt for feedback after every support fault. Our staff are committed and rewarded for excellence in customer care and service.

This unique approach has allowed us to evolve our skill sets and portfolio in line with the technical developments within our industry, which in turn enables our customers to confidently deploy new technology driven solutions whilst mitigating the risk of the unknown.

We strongly believe that the combined synergy resulting from the delivery of the objectives of this project and the future long term trusted partnership between our two organisations will allow The British Library to maximise the productivity and longevity of the Mitel solution uniquely available from the Britannic solution.

In summary, by selecting Britannic Technologies you will benefit from a highly focused approach to service, marketing leading technical knowledge and the trusted advice of a future long-term partner - committed to advising on and supporting your continued communications strategy.
Why Partner with Britannic?

- **27 years in business** with an excellent pedigree of innovation and development
- **Customer first ethos** focusing on building long term partnerships with customers. The focus is on providing regular reviews to understand the challenges each customer faces, in order to ensure the solutions deployed continue to reduce costs, increase business continuity, increase efficiencies and protect investment for many years.
- **Safe pair of hands**: Large number of technical engineers with extensive skills and experience, covering all aspects of telephony, unified communications, systems integration and networking. This gives customers reassurances of efficient and excellent support.
- **Guided by customer needs, no VC influence**: privately owned with no venture capitalist influence, this ensures decisions and strategies are guided by customers’ needs when providing solutions.
- **Leading edge technical solutions**: The industry has changed significantly through the 20+ years; Britannic has innovated in line with those developments. This ensures customers will be provided with the latest technology to support their business such as SIP Migration to their very own SIP Exchange, Virtualisation in the future in line with ICT strategy, WAN Governance and flexible finance models.
- **Award winning integration skills**, notably CTI (Computer Telephony Integration) with business applications.
- **Commitment to quality**, we use ISO 9001 as our quality management framework
- **We take ownership** of service and any issue that may occur, we do not pass the buck. We focus on resolving any issues and working as a team to advise and resolve. Our comprehensive portfolio, service platform and skills base enables us to provide a single source of supply, acting as a centre of excellent for our customers and enabling the economies of scale and efficiencies associated with supply chain consolidation.
- **Predictable and well managed**, we pride ourselves on the quality of our project management and delivery. We use Prince II as our project management approach with a team of project managers accredited to Prince II practitioners – highest level.
- **Strong Account Management**, our account management teams are trained to the highest standards by us and our partners act as an interface between us and our customers with full access to the resource within our business and supply chain to provide the optimum mix of advice, service and on-going account management in line with both operational and strategic requirements.
- **Award Winning Partner**, we won CRN Converged Reseller of the Year 2010, by demonstrating our ability to deliver the best converged technology design, implementation and on-going proactive management. This award was contested by many prestigious competitors, many of which who were larger than us, however our passion for customer service and ability to execute secured the award. We have been nominated and shortlisted for a further 5 industry awards this year.
Our business model is designed around you, the customer. We develop a relationship with our customers that is the envy of many a competitor. Many of our client relationships span 10, 15 and even 20 years! Our account managers are engaged for their experience, consultancy skills and strategic vision.

Our customers differ in the size of project they undertake with us, but no matter where you are on the journey of migration, Britannic is keen to support you in delivering your business objectives.

As organisations grow and evolve so too does the available technology. Changes to purchasing policies and growth through mergers and acquisitions introduce further complexity. Ultimately a highly complicated supply chain is built up with multiple networks, with different hardware and software applications from a myriad of suppliers. Over time the ICT landscape can become confused and complicated! We work with our clients to turn this confusion into a cohesive strategy.
Single support, single billing, single SLA

We work in true partnership with our clients aligning a team of specialists around our clients’ in-house teams, extending the capabilities and skills sets of what is typically stretched teams within clients existing operations. We give you access to the latest technology delivered as a service, to marketing leading technical specialists and a team aligned to your business to develop strategy & take ownership on your behalf. We provide shared access to technical specialists as required without the need to recruit and manage these resources individually. We simplify and organise your complex environment, freeing you up to focus on managing and developing your business.

We work with our clients through a consultative process reviewing the existing landscape of technology, services and supply chain and provide a strategy to incorporate new technology and services smoothly into your operations. We assess your business requirements and construct a suitable strategic plan for ICT to support your core business strategy over the coming 3 to 5 year period with clearly defined projects with the associated business value clearly defined.

We are very experienced in being able to audit existing set up and identify cost savings, efficiency improvements and identify the opportunity for supply chain consolidation and rationalisation of services, which are no longer required. We will take on the interface with the existing supply chain and manage the negotiation and reconciliation process providing a single SLA and contact point throughout the process.

We work with our clients to identify where cost savings can be made, business efficiencies, productivity gains, service enhancements and business continuity can be supported and wherever possible utilising and expanding upon current infrastructure and investments. We make available leading project management resource to execute the agreed stages throughout the strategic plan, flexing in line with our clients’ timescales. Invariably the projects we deliver provide cost savings which can be used to fund subsequent phases of the strategic plan.

We also provide access to the latest technology tools and services such as our market leading network management service netMANAGER to govern existing and new technology investments without the need for significant investment, –taking advantage of shared technology resources as and when required.

We pride ourselves on the structure and standard of our customer care and many times over it has been the reason why customers have chosen a Britannic solution. This is exemplified by a recent implementation for a leading London barristers’ chamber, where the quality of service provision was a key deciding factor.

We have a focus on quality and are BSI and ISO 9001 approved across the organisation as a whole. We provide our customers with tailored service to meet their needs, including up to 24x7 support. We have an extensive engineer base across the UK with major experience and accreditations around Mitel, AVAYA, ProCurve, IP Networks and Unified Communications Applications.

Our customers have a choice of methods to log support requests with Britannic’s helpdesk. Support calls can be logged by phone and e-mail. This allows our clients to interact with the support team in whatever way best suits them.
What our Customers say about our Services

“I was extremely impressed with Britannic from the start, they are a business that cares and shares the same culture as Auto Windscreens. We look for a partnership with our suppliers, a partner who can add real value to the business. This is what we have found in working with Britannic Technologies, who are working with us to create and implement our strategic plan.”

“We have less ‘tin’ now, we have substantially reduced costs because we’re not maintaining that tin, we’ve got much increased flexibility and we have very much faster server provisioning. It is also very, very resilient. But the most important thing is that there is substantially less CO2. We’ve made a substantial saving in electricity costs and we’re already seeing a general cost reduction; we held up the first bill and said ‘that’s visibly smaller!’ This whole process was very much a partnership and I am very grateful to Britannic for all of their assistance. There wasn’t a single button on any handset from the old system to the new that didn’t get carried across. It feels like their team is part of our team. That’s true partnership.”

"Britannic have been an excellent partner in delivering the ISS telephony system across the UK. The platform has allowed us to extend the core system beyond our Woking and London operation to Livingstone, Wetherby, Kettering, Waltham Cross, Bolton and Birmingham, with minimal investment and zero disruption to the business operation. The further expansion to Video Conferencing was managed very professionally by Britannic and now gives us a single click solution to conferencing from meeting rooms and the desk top. Britannic are now an embedded partner to our business operation and continue to offer us professional support and innovative options to our business needs."

“Since 2006 Cheshire Peaks & Plains Housing Trust have worked together with Britannic Technologies updating and replacing the telecoms infrastructure throughout the company. Britannic Technologies have provided an end to end solution that has assisted The Trust in improving customer care and access to its services throughout. These improvements included increased visibility of the volume of call handling, a customer call back solution, and complete call recording. Britannic’s services have been benchmarked against other companies and have been found to deliver excellent value for money. Britannic have always offered advice on alternatives available, including valuable contributions on business continuity measures to ensure 100% operation and access."
A Selection of Our Customers

- BAKER TILLY
- Kingston Smith
- CARDIFF PINNACLE
- GRANGE HOTELS
- WWF
- CitySprint
- family mosaic
- ISS
- TRAILFINDERS
- City & Guilds
- BDO
Response to Requirements

1. Background to the Requirement.

The British Library has around 1900 staff and a large number of readers and other customers who are dependent on its various IT systems.

The British Library is seeking by means of this tender to procure maintenance services for existing Mitel Voice over IP communications equipment.

The British Library has two major sites, one in St.Pancras, London and the other in Boston Spa, West Yorkshire. In addition there is a site at Colindale Avenue NW9 that currently does not have any Mitel equipment.

The Mitel equipment is connected via DPNSS from the existing Siemens Realitis PBX’s located at the St Pancras and Boston Spa sites. The Mitel infrastructure is currently focused on Contact Centre services such as Customer Contact and the IT Helpdesk. It also provides voicemail for the organisation. It is envisaged that the infrastructure will expand to facilitate the integration of other technologies such as Microsoft Lync, Mobile and Smart Phones, presence, fax and other developments that come into business use. It is expected that the successful bidder will assist the library by identifying new features and technologies that can enhance the existing system.

Noted & Understood.

Throughout our 27 year history we have strived to deliver more than just a telephone system support. We pride ourselves on putting the customer first and on delivering value to help our customers innovate and remain competitive. We also understand that consistency is key, which is why over half of the Britannic staff have been with the organisation for 5 years or longer.

In this current market financial stability within the supply chain is also a key factor, Britannic is privately owned and has an A1 Dun & Bradstreet credit rating.

As one of a few Mitel Premier Partners our entire organisation has to be qualified and assessed to meet Mitel’s standards. Our technical expertise extends far deeper than just Mitel, our LAN, WAN and application knowledge are necessary to meet the needs of our clients. A good view of our technical knowledge is shown when we passed an AVAYA Service Assessment, two months ago, where we were awarded a pass with a massive 93% rating, which is extremely unusual. We are consistently innovating and improving our service and technical skills to ensure that we are adding significant value to our clients. Unusually we have a team of Software Developers who are key to facilitating our award winning (CRN Integrator of Year) system integration services, this is vital considering the requirement to integrate multiple technologies in a converged infrastructure.

When you combine all these skills and knowledge with forward thinking proactive account management services we believe that Britannic are extremely well positioned to provide The British Library with a unique partnership focused on ensuring that The British Library is able to continue communicating with its customers, partners and suppliers. Whilst this is a bold statement it is one that Britannic has consistently achieved and one that has been recognised by the receipt of a
number of industry awards. The following testimonials from three of our customers provides further testament to our ability and credibility to support The British Library.

"Since transferring IP-Telephony support to Britannic they have proved from day 1 that they are more than just a market leading support company. It would be easy to say that we are a partnership and that together we are delivering quality telephony services to Wakefield and District Housing tenants and employees. But that isn't the case; on top of being a support provider, and partner, helping us reduce costs while still improving services, they are the friend that we all need from time-to-time. If we have a bit of a problem, or want a bit of advice, Britannic have demonstrated that we 'just need to pick up the phone and ask them', and that sort of support is priceless."

"The Royal Automobile Club’s current relationship with Britannic Technologies stretches back over 6 years now. From the outset and most importantly, they displayed a level of understanding of our current systems which no other vendor could match. Due to the age of our telephone system at that time, both knowledge and spare parts were at a premium in the market and Britannic were very forthright and clear with us as to where we might encounter issues and what actions we should take to mitigate those risks. Over the years the relationship has grown and much of this can be attributed to the fact that we’ve had a single account manager in that time and consistently have the same couple of engineers. This familiarity has fostered a mutual trust. When we decided this year to upgrade our telephone systems to the Mitel 3300 platform, Britannic were the natural choice of vendor to partner with and as the project nears completion, I’m confident that the new installations will be a success."

"We have been working with Britannic Technologies for 24 years and the relationship between the two companies is stronger than ever. Throughout this highly successful period Britannic have always delivered the key qualities which TrailFinders depend on in their technology partners. First and foremost the ability to innovate. Britannic have consistently produced new and improved solutions for TrailFinders over the years. The ability to integrate telephony with the rest of our business systems and the CTI software that Britannic have developed for us has been critical to the growth of our company. Britannic have also come up with numerous cost saving initiatives which have been very valuable to us."
2. **The Requirement for the Provision of Maintenance for Mitel Equipment.**

The current contract for the provision of maintenance expires at the end of February 2012, so support under the newly-awarded maintenance contract must begin on March 1st 2012, which will be the maintenance contract start date. The maintenance contract will be for a period of three years, subject to satisfactory annual performance reviews.

2.1. Please supply annual costs for the support of the equipment listed in the Appendix 1, together with details of the service you are able to provide.

*Noted & Understood.*

Following the review of the supplied configuration and supplementary data the proposal for support on a 24x7x365, Total Exec support package with a 30 minute remote response and 4 hour on site engineer has been submitted in the Britannic Form of Tender.

We fully understand that the fear of change is always in the back of your mind especially when making a decision to change a long term support partner. To help allay this concern Britannic is prepared to include Service credits for no extra cost to the British Library.

We want to ensure that we set up a fair SLA which provides The British Library with the protection they require.

At Britannic we have a number of clients who have a service credit SLA. Over the last 12 months we have not had to issue one service credit as a result of a breech SLA. Whilst a number of organisations shy away from Service Credits, Britannic are prepared to reinforce our confidence and support services with the service credits.

This will again hopefully demonstrate that Britannic is a company of integrity and honour to our word which is reinforced by delivering a high customer first service experience.

2.2. Please detail procedures and associated costs/refunds for adding/deleting equipment to/from the maintenance contract once in place.

*Noted & Understood.*

We accept that customers system configurations change over time, especially when organisations are embarking on a period of strategic and structural change. Therefore we are proposing the following procedure to support your requirements:

The quarterly support cost is based on the current configuration and three year contract duration.

Any additions or removals from the system will need to be performed by a Britannic engineer. The support value for the equipment will be calculated at the following rates:

- Software including licences, software applications @ of the Recommended Sale Price.
- Hardware @ of the Recommend Sales Price.
The process is instigated by Sales Support creating a signed Customer Order Form which will provide a clear description of the work required including the components and associated costs. British Library will be required to sign and return the COF, upon the receipt of this form the work will be scheduled and executed as agreed.

Sales Support will then notify the Britannic Accounts team to adjust the next quarter’s support invoice accordingly.

This process has worked well for other clients requiring the flexibility within their contracts. If there are any adjustments to align of our two organisations then please let your Account Director know and we are happy to discuss and incorporate this where possible.

2.3. Please detail the technical expertise available in your company for the range of equipment to be supported, including any industry-recognized qualifications and experience held by engineers.

Noted & Understood.

Since 1988, we have developed a reputation for delivering a superior quality of maintenance service for all of our products. Our reputation is founded on the core principle that technology continues to evolve and it is critical to our business that we create an environment in which our staff develop their skills in line with the advances in technology. This principle is reinforced with a large financial commitment to fund our continuous professional development programme and allocation of “off line” time for staff to test and learn in our test lab.

The table below provides a summary of the product training or engineers have undergone and successfully completed.

<table>
<thead>
<tr>
<th>Mitel Engineers</th>
<th>Products/Software Trained In</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer 1</td>
<td>Mitel 3300, Teleworker, UC, LBG, NuPoint, Ops/Enterprise Manager, MAS, Cisco Routers and HP Networking</td>
</tr>
<tr>
<td>Engineer 2</td>
<td>Mitel 3300 System</td>
</tr>
<tr>
<td>Engineer 3</td>
<td>Mitel SX2000, Mitel 3300, Mitel 6110, Mitel 6160, Teleworker, SRC, UC, LBG, NuPoint, Ops/Enterprise Manager, MAS, Cisco Routers and HP Networking</td>
</tr>
<tr>
<td>Engineer 4</td>
<td>Mitel SX2000, Mitel 3300, Mitel 6110, Mitel 6160, Teleworker, SRC, UC, LBG, NuPoint, Ops/Enterprise Manager, MAS, Cisco Routers and HP Networking</td>
</tr>
<tr>
<td>Engineer 5</td>
<td>Mitel SX2000, Mitel 3300, Teleworker, UC and MAS</td>
</tr>
<tr>
<td>Engineer 6</td>
<td>Mitel 3300 and HP Networking</td>
</tr>
<tr>
<td>Engineer 7</td>
<td>Mitel SX2000 and Mitel 3300 and HP Networking</td>
</tr>
<tr>
<td>Engineer 8</td>
<td>Mitel SX2000, Mitel 3300, Mitel 6110, Mitel 6160, Teleworker, UC, Ops/Enterprise Manager, Cisco Routers and HP Networking</td>
</tr>
<tr>
<td>Engineer 9</td>
<td>Mitel 3300, Cisco Routers and HP Networking</td>
</tr>
<tr>
<td>Engineer 10</td>
<td>Mitel SX2000, Mitel 3300, Mitel 6110, Mitel 6160, Teleworker, SRC, UC, LBG, NuPoint, Ops/Enterprise Manager, MAS and HP Networking</td>
</tr>
</tbody>
</table>
Engineer 11  | Mitel System, Cisco Routers and HP Networking  
Engineer 12  | Mitel SX2000, Mitel 3300, Mitel 6110, Mitel 6160, Teleworker, SRC, UC, LBG, NuPoint, Ops/Enterprise Manager and MAS and Cisco Routers  
Engineer 13  | Mitel 3300, Mitel 6110, Mitel 6160, Teleworker, SRC, UC, LBG, Ops/Enterprise Manager, Cisco Routers and HP Networking  
Engineer 14  | Mitel SX2000, Mitel 3300, Mitel 6110, Mitel 6160, Teleworker, SRC, UC, LBG, NuPoint, Ops/Enterprise Manager, MAS, Cisco Routers and HP Networking  
Engineer 15  | Mitel SX2000, Mitel 3300, Mitel 6110, Mitel 6160, Teleworker, UC, LBG, NuPoint, Ops/Enterprise Manager and MAS  

We also have Engineers trained in AVAYA, Cisco, Microsoft Lync, Oak, and Bri Products.

Due to Data Protection Laws we are unable to use staff names.

As a result of the commitment we make in our staff, we aim to resolve service requests at the first visit and not just respond to call out. All our Engineers carrying extensive parts, a return visit to site is rarely necessary.

However with large adoption of IP solutions Remote Maintenance and diagnostics enables service requests and programming changes to be effected promptly – currently 87% of all of our approximate 6,000 tickets are resolved remotely.

This impressive statistic is sound evidence that the extensive training our engineers receive combined with their level of experience and the comprehensive know-how required, to locate and fix service requests quickly and efficiently.

Furthermore we are **BSI** and **ISO 9001 approved** for the maintenance of telecommunications equipment.

**Customer Service Highlights, include:**

- ISO 9001 Accredited
- 97% customer satisfaction
- Comprehensive support agreements, up to 24x7x365 support
- Secure remote VPN access to systems for proactive monitoring, diagnostics, programming & support
- MS Dynamics supporting customer service & engineers with BTL engineers updating tickets via smart phones & manage cases directly into CRM
- CZONE – Multimedia Helpdesk (Telephone, Email, Web) & real time access to fault tickets and service portals (e.g. NGN management)
- Direct engagement with 3rd party vendors for swift fault isolation and resolution
- 87% remote resolution of all faults logged through the helpdesk
- Exceptional technical capabilities providing “approved” integration capabilities
- Account team built around our customers to augment your skills and requirements
2.4. Please confirm that you will allocate a dedicated Account Manager willing to attend review meetings, as required, on British Library premises.

Our Account Management philosophy is not to have a new business and existing client split. All our Account Managers are targeted and incentivised on the retention of our client base of 1,400 plus customers. Following feedback from surveying our clients (we carry out biannual client surveys assessing our entire client experience) it was stated that consistency at an Account Manager level within an account was key to ensure delivery of the ongoing service and account plan.

Richard Betts has been assigned to this account. Richard has worked at Britannic for over nine years and currently in the role as an Account Director. His contact details are as follows:

Richard Betts  
rbetts@btlnet.co.uk  
DDI – 01483 232425 (this one number is twinned to his mobile 07766 475458)

As a customer focused organisation we also acknowledge that additional skillsets and personnel are required to support the Account Director to ensure a proactive service delivery is achieved.

We would propose that the British Library Account Team consist of the following members:
By adopting this Account Team approach we are able to not only uniquely and efficiently manage any support faults but proactively support the British Library’s corporate objectives for the future. This structure will also provide you with multiple points of contact into the key skill areas, whilst ensuring that your Account Director has full visibility of your account. The Director Sponsor’s role is to ensure that your account has complete visibility within Britannic.

Regular account reviews take place, initially monthly for the first quarter to ensure that our two organisations are fully integrated, and then at regular intervals normally quarterly of more frequently depend of your requirements.

We also run workshops, seminars and our annual convergence summit to update and inform our clients of new developments and trends within our market space. Please find enclosed in the supporting information an invitation to our next Mitel seminar in March covering Flexible Working.

2.5. Please identify standard SLA’s and call escalation processes.

Noted and Understand.

A copy of our Service Level Agreement is attached in the supporting information as part of our General Terms of business.

The proposed SLA supported with Service Credits is detailed below.

a) The response time for a Critical Fault shall be a remote response of 30 (thirty) minutes with an onsite response of 4 (four) working hours and the response time for a Non-Critical Fault shall be 8 (eight) working hours.

b) Britannic shall offer The British Library Service Credit at a maximum of 50 (fifty) credits per annum with each Credit being worth [redacted]

c) Britannic shall pay 1 (one) Service Credit to The British Library for every hour it failed to respond to a Critical or Non-Critical Fault up to a maximum of 8 (eight) Service Credits.

d) In the event that a Critical Fault was caused by the negligence of an employee or contractor of Britannic then the same formula in respect of the payment of Service Credits in paragraph c above would apply.
Fault logging and tracking call flow:

The call flow for tracking a fault and associated customer responses is detailed in the flowchart illustrated below. This process has been designed to ensure that the customer is central to all progress made with their logged ticket. The British Library can take reassurance that this entire process will cover all areas of the contract.
In the unlikely event of a repeat fault Britannic will make every effort to ensure that proactive steps are adopted to monitor The British Library systems. If a repeat fault has been identified the ticket would be automatically escalated within the support team and will be managed by one of the team leaders or Operations Manager.

The British Library are going to benefit from a proactive service which is focused and targeted on ensure that the systems BTL support are in a state of high availability.
Fault Escalation Process:

- Escalation Notification
  - Is this an internal escalation? Yes
    - Is this a complaint? Yes
    - Escalate to relevant 3rd party's managers
    - Inform customer or person who has escalated
    - Ensure customer is updated as often as agreed with them
    - Highlight to Board level if not resolved satisfactorily
  - No
    - Investigate issue
      - Does this involve a 3rd Party? Yes
        - Create an action plan to resolve issue
        - Add details to weekly escalation report
        - Communicate with customer or person who escalated
        - Are they happy with the plan? Yes
          - Implement plan to resolve
          - Has plan been conducted successfully? Yes
            - Close call upon successful completion of escalation
            - Add details to monthly closed escalations report
      - No
        - Implement plan to resolve
        - Has plan been conducted successfully? Yes
          - Close call upon successful completion of escalation
          - Add details to monthly closed escalations report
        - Are they happy with the plan? No
          - Highlight to Board level if not resolved satisfactorily
          - Communicate with customer or person who escalated
          - Ensure customer is updated as often as agreed with them
          - Escalate to relevant 3rd party's managers
          - Inform customer or person who has escalated
          - Add details to weekly escalation report
This process is timebound and frequently audited as part of our ongoing BSI quality assurance process.

Once a fault has been escalated to our Customer Services Manager an investigation will commence within 24 hours. A plan of action will then be prepared and communicated to the customer within 48 hours of the escalation being logged. Updated regarding progress against the plan of action will take place at least once a day and maybe more frequently depending on the nature of the fault.

We are happy to accommodate and work with any escalation process The British Library have, within reason. This will ensure that our two organisations are aligned to provide a good level of service to The British Library.

2.6. Please identify your partner/reseller relationship to Mitel.

Noted & Understood. Britannic are proud to have been one of Mitel’s top partners since 2002. Throughout this time we have actively pursued the highest accreditation level, which is Premier Partner. Please find enclosed a copy of our Mitel Premier Partner certificate.

**Mitel Endorsement**

Graham Bevington  
Executive Vice President,  
International Markets,  
Mitel Networks

“Mitel and Britannic Technologies Ltd have enjoyed a successful long term relationship underpinned by the added value they bring to our joint customers. Britannic’s strategic vision combined with their obsessive partnership attitude to customers ensures that they deliver the right solution not just to solve a business issue, but to help drive that business forward.

*Britannic continue to impress Mitel with their understanding of next generation communication technologies and innovation. As a Mitel Solutions Alliance Partner they have proven ability to integrate applications and add value, for example their NetX SIP exchange platform and netCONNECT CTI middleware.*

*In a modern world, too many solution providers focus on the technology and not upon improving the business of their customers. This differentiates Britannic in the market.”
2.7. Please provide details of two reference sites

Noted & Understood.

The two most relevant reference sites are as follows:
3. Site Locations.

For information, the full addresses of the sites are as follows:

Boston Spa  The British Library
            Boston Spa
            Wetherby
            West Yorkshire
            LS23 7BQ

St.Pancras  The British Library
            96 Euston Road
            London
            NW1 2DB

Colindale  The British Library Newspaper Library
            Colindale Avenue
            London
            NW9 5HE

Noted and Understand
Appendix 1

Hardware and Licensing current at 1st January 2012

1 x VM MCD Version 5.0

2 x MCD (3300) Version 5.0

Voicemail- 680 London 320 Boston Spa

6160 including:
- Smart Messaging and Reporting
- Voice Callback
- Web Callback
- Redirection
- Collect Caller Entered Digits
- 20 ports
- Intelligent Queue including screen pops, integrated with MCRM

Contact Centre version 5.8 including
- Softphone
- Phoneset manager
- Yoursite Explorer - Enterprise edition

6150 including:
- Web Chat
- Faxing
- Email queuing

200 plus ip phones, including Navigator, 5212, 5215, 5312, 5315

Audio Web Conferencing AWC

5550 Console

SIP integration

Noted and Understand
Supporting Information

The list below is a reference to the documents included as supporting information to complement the Britannic response.

- Mitel Partner Certificate
- Annual Accounts
- General Terms of Business including SLA
- BSI Certificate
- Insurance Cover
- Britannic Organisation Chart.
- TrailFinders Case Study
- ISS Case Study
- Cheshire Peaks and Plains Case Study
- NetCONNECT Datasheet
- NetX Datasheet
- Flexible working seminar invitation, March
Instructions to Tenderers – Supplementary Information

As specified in the Instructions to Tenderers document, point 1.9.3 Britannic Technologies fully complies with the British Library’s Programme for this Contract if awarded the contract.
This is to certify that:

Britannic Technologies Limited
Britannic House
Merrow Business Park
Guildford
GU4 7WA
United Kingdom

Holds Certificate No: FS 00915
and operates a Quality Management System which complies with the requirements of ISO 9001:2008 for the following scope:

Maintenance of approved call routing apparatus and peripherally connected equipment.
Inspection and connection of installed call routing apparatus by the designed maintainer.
Sales, software development and consultancy, installation and maintenance of business telecommunications systems.

For and on behalf of BSI:

[Signature]
Managing Director, BSI EMEA

Originally registered: 01/08/1989  Latest Issue: 06/11/2009  Expiry Date: 25/12/2012

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The British Standards Institution is incorporated by Royal Charter.
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MITEL®

premierPARTNER

Britannic Technologies Ltd

has been certified as a Mitel premierPARTNER

30th April 2012

Valid until

Sara Hellon
Head of Channel Marketing, EMEA
After a number of years of successfully managing the migration of ISDN to SIP via BriPORTAL - which was deployed on customer premises, connecting telephone systems with the IP network - Britannic commenced the development of a carrier grade SIP exchange platform which could be hosted in the cloud. After significant development and successful interoperability testing with the BT network, netX was born.

What is netX?

netX is a carrier grade, ‘business class’ SIP exchange platform which has direct connection into the BT network for the large scale routing of IP telephone calls.

This has enabled our customers to work towards a strategy of moving from expensive, inflexible and over-resourced ISDN networks, which reside alongside data connections (internet pipes, DSL, Ethernet, MPLS and other WAN technologies) to a single standardised network infrastructure.

How can you connect to netX?

Connection is usually achieved via a local BriPORTAL gateway connected to your PBX. It will connect either through an interconnect from an existing WAN into netX, or provision of a new WAN from Britannic (which through existing interconnect agreements provides direct connection into netX).

Through network interconnections we are able to provide our customers with large bandwidth connections for voice routing for a fraction of the cost of alternative access methods. These connections can then scale as required to provide in excess of 1,000 concurrent voice channels over a single connection.

As we are directly connecting existing data networks to our host we are not subject to the usual lead times associated with new provision. This means that savings can be achieved within weeks as opposed to many months.

Once in place we are in a position to migrate from legacy PSTN/ISDN to SIP at the pace you are comfortable with. This will deliver significant cost savings by removing legacy network connections and changing the call traffic from PSTN to SIP, a more cost effective option.

The benefits of netX

- **Reliability** Infrastructure is fully resilient both physically and virtually, the network is controlled end to end to guarantee carrier-grade, voice quality, backup trunks available over a number of access methods.

- **Security** Every call is authenticated and transported across private network links; each session is kept separate to ensure privacy. Transport Layer Security (TLS) is available on request.

- **Supported Environments** Support for multiple protocols, support for any SIP codec, full NAT support, BriPORTAL gateway support for backwards compatibility for TDM, full disaster recovery options.

- **Flexibility** Numerous access methods are available across a multitude of interconnect models, channels can be added incrementally.

- **Cost Savings** Consolidation of lines and lower cost call routing via SIP.
Voice Continuity

Due to the nature of our netX platform we are able to deliver an enhanced level of voice continuity by setting up alternative routing plans on individual telephone numbers, so that if a problem were to occur we could automatically re-route the calls through to an alternative destination, right down to individual DDI numbers.

Cost Savings

When deployed across a multiple site environment the savings increase dramatically as organisations have historically oversubscribed ISDN connections locally to accommodate peaks and troughs. When you multiply the oversubscription across a number of different locations they can add up to a significant amount of unnecessary resource.

When we compare the cost of ISDN channels versus SIP channels there is a significant opportunity for cost saving. ISDN channels typically cost £15 per month, while Britannic's netX platform provides SIP channels at a fraction of the cost: only £5 per month.

Traditionally when organisations have wanted to increase capacity they have had to work within the physical constraints of ISDN, these being that they are only available in 30 channel increments per channel with a minimum order of 8 channels per bearer. This is no longer the case with netX.

With the netX platform you can scale up and scale down the number of channels you require immediately, or alternatively utilise a burst model whereby you only pay for what you use.

PSTN to SIP Migration

Britannic Technologies have established a PSTN to SIP migration program whereby as BT Wholesale partners we can migrate existing ISDN and PSTN services over to our management. We typically deliver savings of around 10-15% versus BT’s retail pricing.

Throughout this migration process we work with BT and our clients through a process called ‘disclosure of information’ to obtain complete clarity from BT as to the services that are being provided and the associated costs. In many cases (especially multisite environments and enterprises that have grown through acquisition) this identifies anomalies and unnecessary services that the customer is paying for.

We are then able to work with the customer to immediately cancel unnecessary services and right-size the current PSTN/ISDN infrastructure again to deliver further cost savings.

Alongside this process we are in a position to undertake ‘proof of concept’ testing for SIP routing through the connection to the netX platform. Once implemented we are in a position to migrate the existing call routing from the old world (PSTN and ISDN) to SIP (netX), cancelling either all or most of the existing legacy ISDN and PSTN connections and helping to optimise the savings across calls, lines and enhancing the overall management and voice continuity options. For one customer this is currently amounting to a £15,000 per month saving.

For more information about netX call 0845 050 1000 or email enquiries@btlnet.co.uk.
Enabling your business application to integrate with practically any telephone system

Did you know..?

20 seconds can be saved on every incoming call - save an average 135 hours per week just by implementing CTI Software!*

*Based on an average 100 agent call centre handling 50 calls per agent

10% of outgoing calls are misdialed - CTI dials with a mouse click, eradicating error.

The main annoyance for customers is getting passed round in an IVR - CTI call routing delivers the call to the right agent first time, every time.

Imagine knowing all this...
- Full name, company, address and location
- Call history and sales history
- Reason for call/logged faults
- What language to use

...before taking the call!

What is netCONNECT?

netCONNECT is a powerful tool for your business application, making it ‘CTI enabled’. In more simple terms it means that your telephone system can be integrated to your business application seamlessly, giving all whole hosts of benefits. This could be popping a contact record when the incoming call arrives or dialing a number directly from the business application itself.

CTI (Computer Telephony Integration) is a way to use handset features straight from your desktop pc or laptop. With netCONNECT we can connect to your business application and glue them together, allowing the telephone, PC and business application to work together like never before.

netCONNECT enables you to streamline how your teams work, creating a faster, and more personal service. All this can save seconds on each call and can dramatically reduce company overheads.

Increase of Revenue – when netCONNECT is used, the incoming call times are greatly reduced. The caller will be directed to the correct person first time, and because the user will have the customers details popped on screen they are ready to take the call instantly.

Reduce company overheads – with staff being able to cut call times, they will have more time to do other important tasks. Even give the ability to use staff in other departments and roles.

Save seconds per call – on average the DTI says CTI can save 40 seconds per call. For 100 calls a day, that is over 1 hour. If you had 16 staff then you have over 16 hours saved. That’s more than 2 people per day!

Greatly improve waiting times – with staff given the opportunity to do their jobs faster and more efficiently, customers waiting times will be greatly reduced. In the real world, customers care about waiting, and waiting is the enemy!

Knowing the caller before answering – when an incoming call reaches the building, imagine immediately knowing who that person is, and being able to answer the call with the person’s name and company details. Even to answer with the correct customer ID, or postcode, or supplier name.

Make calls on directly on screen – a great aspect of netCONNECT is that it allows you to take control of your handset from your PC. This means you can outbound dial directly from your business application or keyboard. No more manual dialling or miss-dials.
How does it work?
netCONNECT is a small server application that is deployed on site or in the cloud. It handles the connection to the telephone system and the integration to the database. When a call is arrives it gives the ability to pop open the business application

Capabilities
netCONNECT permits any application to be enhanced with call control, communication tracking, Intuitive user efficient interfaces and many more levels of functionality

Technology
netCONNECT is built on a Service Orientated Architecture that permits it to be scalable and resilient across machine and network boundaries. It is also designed to enable an application to connect to multiple telephone systems concurrently across multiple sites.

What Telephone Systems?
The range of telephone systems that netCONNECT can handle is ever growing:

- Alcatel OmniPCX (OXO)
- Aastra (OIP)
- Avaya IP Office
- Avaya Index
- Avaya Comm. Manager (Definity)
- Cisco Call Manager
- Cisco Call Manager Express
- Intertel Axxess
- LG LDK
- Mitel 3300
- NEC Aspire
- NEC DXE
- Nortel BCM
- Nortel Norstar
- Nortel Meridian
- Panasonic KXTDNEC
- Panasonic KXTD
- Panasonic KXTDA
- Panasonic KXTDE
- Panasonic NCP
- Samsung Compact 2
- Samsung DCS
- Samsung OfficeServ
- Siemens Hicom
- Siemens Hipath
- Siemens Open Office (HOOME)
- Telrad
- Toshiba CTX, CITX
- Versatility (BT)

This list is not exhaustive, these are merely the trialled and tested switches. If you have a CTI enabled switch that is not on the list please contact Britannic directly.

What Business Applications?
netCONNECT can currently support the following list of business applications. We can manage bespoke databases, and these are tackled by our netCONNECT software:

- ACT! by Sage
- Bond Adapt v12
- GoldMine
- Lotus Notes
- Maximizer
- Microsoft Access
- Microsoft Dynamics CRM
- Microsoft Outlook
- NetSuite
- Sage CRM
- Salesforce CRM
- Sugar CRM
- SuperOffice

This list is not exhaustive, Britannic can undergo custom integrations with other bespoke business systems. Please contact Britannic directly for more information.

Summary
Britannic Technologies have over 25 years of Telephony and CTI experience and provide full developer and end-user installation and maintenance support. netCONNECT is introduced to be the simplest, most powerful approach to CTI available.

The ability to integrate telephony with the rest of our business systems and the CTI software that Britannic have developed for us has been critical to the growth of our company.

IT Director, Trailfinders
IMPORTANT:
Please complete this document by entering your responses in the spaces provided and save it with the filename "Organisation Form of Tender.doc", with the word “Organisation” being replaced by the name of your organisation.

Please then re-attach your completed document to your ITT Reply on the e-tendering portal as an ITT Reply File Attachment.

Please do not return this document as a message attachment.

<table>
<thead>
<tr>
<th>SUBMITTED BY:</th>
<th>Richard Betts</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPANY NAME:</td>
<td>Britannic Technologies Ltd</td>
</tr>
</tbody>
</table>
| COMPANY ADDRESS: | Britannic House  
Merrow Business Park  
Guildford  
Surrey  
GU4 7WA |
| DATE:         | 31st January 2012      |
| YOUR REFERENCE: | BTL_BRITISHLIBRARY_FOT_310112_RevA |
1. This Company has EXAMINED:

1.1. The online Invitation to Tender published 18 January 2012.
1.2. The Instructions to Tenderers, Conditions of Contract, Requirements Document, and all other documents attached therewith or referred to therein.
1.3. The location for the performance of the required Services and made all enquiries and investigations in regard thereto.

2. Now this Company hereby OFFERS to provide the required Service at the fixed rates set out in Appendix 1 (Pricing Schedule) hereto.

3. This Company UNDERTAKES:

3.1. To provide the required Services in all respects in conformity with the aforementioned documentation.
3.2. To the complete satisfaction of the British Library.
3.3. Notwithstanding the intended programme to hold this tender open for your acceptance for a period of 90 days from the tender return date.

4. This Company UNDERSTANDS that the British Library:

4.1. Will not pay any expenses or reimburse any losses or costs arising out of this company’s preparation and submission of a tender.
4.2. Shall not be obliged to accept the lowest, or any, tender received.
4.3. Intends to publish, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the Contract in its entirety to the general public.
4.4. Proposes to place a contract for three years starting on the 1st March 2012 and finishing on 28 February 2015 subject to satisfactory annual performance reviews.

5. This Company DECLARES that:

5.1. This is a bona fide competitive tender;
5.2. The tendered price and rates are given exclusive of V.A.T. and will remain FIRM AND FIXED for the Contract Term:
5.3. It has not fixed or adjusted the amount of the tender by arrangement with any other Tenderer(s);
5.4. It has not communicated to any other persons (and will not do so before the tender closing date) the amount or approximate amount of this tender.

<table>
<thead>
<tr>
<th>COMPLETED BY:</th>
<th>Richard Betts</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE:</td>
<td>30.01.12</td>
</tr>
<tr>
<td>COMPANY:</td>
<td>Britannic Technologies Ltd</td>
</tr>
</tbody>
</table>
APPENDIX 1

PRICING SCHEDULE

In the spaces provided in the table below please provide annual costs to support the equipment listed in Appendix 1 of the attached requirements document.

<table>
<thead>
<tr>
<th>CONTRACT YEAR</th>
<th>ANNUAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year One – 1 March 2012 – 28 February 2013</td>
<td></td>
</tr>
<tr>
<td>Year Two – 1 March 2013 – 28 February 2014</td>
<td></td>
</tr>
<tr>
<td>Year Three– 1 March 2014 – 28 February 2015</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL COST THREE YEARS</strong></td>
<td>£37,500.00</td>
</tr>
</tbody>
</table>

Please detail any costs/refunds for adding/deleting equipment to/from the maintenance contract once in place.

The quarterly support cost is based on the current configuration and three year contract duration.

Any additions or removals from the system will need to be performed by a Britannic engineer. The support value for the equipment will be calculated at the following rates:

- Software including licences, software applications @ of the Recommended Sale Price.
- Hardware @ of the Recommend Sales Price.

The process is instigated by Sales Support creating a signed Customer Order Form which will provide a clear description of the work required including the components and associated costs. British Library will be required to sign and return the COF, upon the receipt of this form the work will be scheduled and executed as agreed.

Sales Support will then notify the Britannic Accounts team to adjust the next quarter’s support invoice accordingly.

This process has worked well for other clients requiring the flexibility within their contracts. If there are any adjustments to align of our two organisations then please let your Account Director know and we are happy to discuss and incorporate this where possible.
Please provide your day rates for any onsite work that may be necessary during the contract period. Please include all expenses.

<table>
<thead>
<tr>
<th>DETAILS</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>MITEL ENGINEER (DAY RATE)</td>
<td></td>
</tr>
<tr>
<td>MITEL ENGINEER (WEEKEND RATE)</td>
<td></td>
</tr>
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<td></td>
<td>£</td>
</tr>
</tbody>
</table>
APPENDIX 2

INSURANCE DETAILS
PLEASE COMPLETE BY ENTERING YOUR DETAILS IN THE SPACES PROVIDED

<table>
<thead>
<tr>
<th>PUBLIC LIABILITY</th>
<th>Name and Address of Insurers/Brokers</th>
<th>Limit of indemnity ‘any one incident’</th>
<th>Policy Number</th>
<th>Expiry date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>EMPLOYERS LIABILITY COMPULSORY INSURANCE (ELCI)</th>
<th>Name and Address of Insurers/Brokers</th>
<th>Limit of indemnity ‘any one incident’</th>
<th>Policy Number</th>
<th>Expiry date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fusion Insurance, Towergate House, OX11 8AJ</td>
<td>£10,000,000.00</td>
<td>CC0010615004</td>
<td>31.10.12</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: You must attach a digital copy of your ELCI policy, together with a digital copy of the Certificate of Insurance that you are required to display in the workplace under the Employers’ Liability (Compulsory Insurance) Regulations with your tender. These digital copies may be either provided by your insurers or scanned by you. In any case they should be provided in Adobe Acrobat PDF format or in a standard digital image format (e.g. BMP, TIFF and JPEG). If you do not correctly attach these documents, we may not be able to consider further your tender submission.

In the event that you are awarded this Contract and any of your insurance policies are due for renewal during the course of the Contract period, then you must submit documentary evidence of the renewal of your policies to the relevant Procurement Officer as soon as possible.

**COMPLETED BY:** Financial Controller

**DATE:** 30.01.12

**BEING DULY AUTHORISED TO SUBMIT TENDERS ON BEHALF OF**

**COMPANY:** Britannic Technologies Ltd
APPENDIX 3

PAYMENT METHOD

The British Library’s current & only payment method is via BACS (Bankers Automated Clearing Services). This is a more efficient means of ensuring prompt payment to you, as funds are paid directly into your bank account. You will receive a detailed remittance advice when payment is made, and any Bank charges are borne by the library.

NOTE: Should you be awarded a contract as a consequence of this tender exercise, we will be unable to raise an order to you and/or pay your invoice until the details below are provided.

<table>
<thead>
<tr>
<th>BANK NAME AND BRANCH:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCOUNT NAME:</td>
<td></td>
</tr>
<tr>
<td>ACCOUNT NUMBER:</td>
<td></td>
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<tr>
<td>SORT CODE:</td>
<td></td>
</tr>
<tr>
<td>COMPANY NAME:</td>
<td>Britannic Technologies Ltd</td>
</tr>
<tr>
<td>POSITION WITHIN COMPANY:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PURCHASING ADDRESS</th>
<th>PAYMENT ADDRESS (IF DIFFERENT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Britannic House</td>
<td>As per Purchasing Address</td>
</tr>
<tr>
<td>Merrow Business Park</td>
<td></td>
</tr>
<tr>
<td>Guildford</td>
<td></td>
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<tr>
<td>Surrey</td>
<td></td>
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<tr>
<td>GU4 7WA</td>
<td></td>
</tr>
<tr>
<td>TEL 0845 050 1000</td>
<td>TEL 0845 050 1000</td>
</tr>
<tr>
<td>FAX 0845 050 1001</td>
<td>FAX 0845 050 1001</td>
</tr>
<tr>
<td>EMAIL <a href="mailto:salessupport@btlnet.co.uk">salessupport@btlnet.co.uk</a></td>
<td>EMAIL FOR REMITTANCE ADVICE NOTIFICATION <a href="mailto:accounts@btlnet.co.uk">accounts@btlnet.co.uk</a></td>
</tr>
</tbody>
</table>
Richard Betts  
Britannic Technologies Ltd  
Britannic House  
Merrow Business Park  
Guildford  
Surrey  
GU4 7WA

28 February 2012

Dear Richard

CONTRACT AWARD LETTER FOR: MITEL VOIP SYSTEM MAINTENANCE  
CONTRACT REFERENCE NUMBER: EIS7808  
PURCHASE ORDER NUMBER: 44005  
LENGTH OF CONTRACT: THREE YEARS STARTING ON 1 MARCH 2012 AND ENDING ON THE 28 FEBRUARY 2015 SUBJECT TO SATISFACTORY ANNUAL PERFORMANCE REVIEWS

I am pleased to inform you that your recent tender for the above contract has been accepted at the fixed price rates listed in Appendix 1 hereto and as set out in the Britannic Technologies Ltd revised Form of Tender sent on the 22 February 2012 and associated tender documentation.

The Conditions of Contract which you agreed when you signed the Form of Tender have become binding with regard to the provision of the above Services only. Please note that no other terms or conditions of business are acceptable; any pre-printed conditions on your stationery must be deleted and the deletion signed by you.

The schedule of Contract documents is set out in Appendix 2 hereto.

The British Library Representative for this Contract is Steve Lenton, Network Manager, British Library, Boston Spa, Wetherby, West Yorks, LS23 7BQ. Please liaise as soon as possible with Steve on telephone no 01937 54 6521 regarding commencement and programme details.

All invoices must bear Purchase Order Number 44005 and are to be submitted to Accounts Payable, The British Library, Boston Spa, Wetherby, West Yorkshire, LS23 7BQ or emailed to accounts-payable@bl.uk

An acknowledgement of Contract Award Letter is enclosed; please complete this and return it as indicated.
Yours sincerely

Andrew Kemp
Senior eTendering and Contracts Officer
andy.kemp@bl.uk
APPENDIX 1
PRICING SCHEDULE

ANNUAL COSTS

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DAY RATES FOR ONSITE WORK

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<tr>
<td>MITEL ENGINEER (WEEKEND RATE)</td>
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</tbody>
</table>

All day rates include expenses.

SLA

Support will be 24x7x365

The proposed SLA supported with Service Credits is detailed below.

a) The response time for a Critical Fault shall be a remote response of 30 (thirty) minutes with an onsite response of 4 (four) working hours and the response time for a Non-Critical Fault shall be 8 (eight) working hours.

b) Britannic shall offer The British Library Service Credit at a maximum of 50 (fifty) credits per annum with each Credit being worth £2,000.

c) Britannic shall pay 1 (one) Service Credit to The British Library for every hour it failed to respond to a Critical or Non-Critical Fault up to a maximum of 8 (eight) Service Credits.

d) In the event that a Critical Fault was caused by the negligence of an employee or contractor of Britannic then the same formula in respect of the payment of Service Credits in paragraph c above would apply.
APPENDIX 2

SCHEDULE OF CONTRACT DOCUMENTS

All documents relating to this tender are available at https://bl.bravosolution.co.uk/

1. Invitation to Tender dated 18 January 2012 from the British Library to Britannic Technologies Ltd.

2. Mid Tender Note 1 dated 26 January 2012 and Mid Tender Note 2 dated 30 January 2012 from the British Library to Britannic Technologies Ltd.

3. Tender document (including completed Form of Tender) dated 30 January 2012 from Britannic Technologies Ltd to the British Library.

4. Post Tender Note 1 – Price Clarification dated 21 February 2012 from the British Library to Britannic Technologies Ltd.

5. Britannic Technologies responses to Post Tender Note 1 including the revised Form of tender sent on 22 February 2012 and your acceptance of the British Library conditions sent on 28 February 2012.

6. This award letter dated 28 February 2012, and attached acknowledgement.