

DATED

FRAMEWORK AGREEMENT

between

CDW LIMITED

and

[INSERT COMPANY NAME]



THIS FRAMEWORK AGREEMENT is dated []

PARTIES

- (1) CDW Limited incorporated and registered in England and Wales with company number 2465350 whose registered office is at 10 Fleet Place, London, EC4M 7RB (**CDW**).
- (2) **[INSERT COMPANY NAME]** incorporated and registered in England and Wales with company number **[INSERT COMPANY NUMBER]** whose registered office is at **[INSERT REGISTERED ADDRESS]** (**Supplier**).

BACKGROUND

- (A) The Supplier is **[PLEASE INSERT A DESCRIPTION OF WHAT YOUR COMPANY DOES]**.
- (B) In reliance on that expertise, CDW wishes to appoint the Supplier to provide Services to End Customers under a Framework Agreement.
- (C) When a CDW requests services from the Supplier, and the Supplier is able to provide such Services, the Parties will enter into a separate Service Contract/Statement of Work in accordance with this Framework Agreement.
- (D) Each Service Contract will incorporate the terms and conditions set out in this Framework Agreement.

AGREED TERMS

1. DEFINITIONS

In this Framework Agreement, the following definitions apply:

Accreditation: all and any such accreditation and/or quality assurance certification as may be required by CDW from time to time in order that the Supplier can fulfil its obligations to perform the Services in accordance with the relevant accreditation and/or quality assurance certification;

Affiliates: means any Subsidiaries and Associated Companies;

Agreement: means these terms and conditions together with all Statement of Works/Service Contracts;

Applicable Terms: the terms and conditions which apply to each Service Contract as set out in Schedule 1 Applicable Terms

Assets: all assets and rights required to provide any of the Services in accordance with this agreement including without limitation the Supplier's equipment but excluding CDW's Assets;

Associated Companies: means any associated company of either Party from time to time within the meaning of Section 449 of the Corporation Tax Act 2010 or any subordinate legislation;



Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

CCN: the Change Control Note (or notice) sent to the other party detailing either a requested change from the Client, or a recommended change by the Supplier

Change Control: the process of handling proposed alterations to items that have been previously agreed between the parties

Change Control Procedure: as detailed in Schedule 2 Appendix 3(ii) – Change Control Record and Procedure;

Charges: the charges set out in the Service Contract payable by CDW for the supply of the Services by the Supplier;

Confidential Material: information of whatever nature obtained orally or in writing or by demonstration relating to the business, business plans, research, strategy, finances, assets and investors of one Party and any of its clients, prospective clients, suppliers, staff, prospective suppliers or partners; and the applications, systems, property and software and intellectual property rights developed by and/or licensed by/to a Party or any of its clients, prospective clients, suppliers, prospective suppliers or partners or such information which is of determinative significance for a Party's operations or for operations of companies associated with a Party or companies that are customers to the Parties;

Correction Plan: the Supplier's written plan for the remediation of any: (a) failure to achieve a Milestone; or (b) a Service Failure;

Data Controller: has the meaning set out in section 1(1) of the Data Protection Act 1998, and under this Agreement is the Supplier;

Data Subject: an individual who is the subject of Personal Data;

Deliverables: all products and materials developed by the Supplier in relation to the Services in any media, including without limitation computer programs, data, diagrams, reports and specifications (including drafts);

Disaster Recovery and Business Continuity Plan: the business continuity and disaster recovery plan prepared and maintained pursuant to Clause 19 as amended from time to time;

Disclosing Party: the Party disclosing Confidential Material;

Employment Liabilities: includes all awards, compensation, costs, expenses, losses, liabilities, damages, claims, proceedings, awards, fines, orders, demands, actions, payments



by way of settlement, penalties, payments pursuant to Court or Tribunal awards or orders and other liabilities (including legal and other professional fees and expenses on an indemnity basis) whenever or howsoever arising or brought;

End Customer: a customer of CDW;

Goods: means the goods including (but not limited to) hardware and software, that the Supplier has agreed to supply to the Client in accordance with these Terms and Conditions as specified in the Contract;

CDW Data: any data, including both CDW and End-Customer Personal Data, Confidential Material, Confidential Material, documents, text, databases, drawings, diagrams, images or sounds, embodied in any medium, that are supplied to the Supplier by or on behalf of CDW or the End Customer, or which the Supplier is required to generate, process, store or transmit pursuant to this Agreement;

CDW Manager: in respect of the Framework Agreement, the [INSERT TITLE] of CDW;

CDW Parties: means CDW, any Affiliates of CDW, any End Customer, any Affiliates of any End Customer, any Replacement Supplier and any Affiliates or direct or indirect subcontractors of any Replacement Supplier (and "CDW Party" shall be construed accordingly);

Framework Agreement Commencement Date: [INSERT DATE];

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in Confidential Material (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Milestones: means any date set out in the relevant Statement of Work for the performance of any Service or the supply of any Deliverable, as the case may be;

Parties: means CDW and the Supplier (and "Party" shall be construed accordingly);

Personal Data: has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, of which the Company is the Data Controller and in relation to which the Processor is providing services under this Agreement;

Receiving Party: the Party receiving Confidential Material;



Replacement Services: the services to be provided by a Replacement Supplier which services are the same, similar to or equivalent to the Services (or any part thereof);

Replacement Supplier: any third Party supplier of Replacement Services appointed by CDW (or its Affiliates) or by any End Customer (or its Affiliates) from time to time;

Security Policy: CDW's and/or the End Customer's security policy as amended from time to time;

Services: the services, including without limitation any to be provided by the Supplier pursuant to a Service Contract;

Service Contract: an agreement for the provision of Services by the Supplier to an End Customer agreed in accordance with Clause 3, normally in the form of a Schedule or Statement of Work;

Services Credits: the sums attributable to a failure by the Supplier of any Service Levels as agreed between the Parties under any Service Contract;

Service Failure: any failure to meet a Service Level and/or any defect in or failure of the Services which results in a failure to provide the Services in accordance with the requirements of this Agreement or which results in the provision of the Services to End Customer not complying with the requirements of this Agreement or relevant Statement of Work;

Service Failure Threshold: the level of performance of the Services, which becomes unacceptable to CDW and/or the End Customer, including as where the Supplier fails to provide the Services in accordance with this Agreement;

Service Level: the level of Services the Supplier furnishes CDW and/or End Customer within a given time period, as described in a Statement of Work where applicable;

Statement of Work: means the statement of work describing the Services and setting out the timetable and responsibilities for the provision of the Services by the Supplier;

Subsidiaries: means any subsidiary of either Party from time to time within the meaning of Section 1159 of the Companies Act 2006 or in any subordinate legislation made under the Companies Act 2006. In the case of CDW, it means CDW Limited and / or any Affiliate of CDW Limited;

Supplier Manager: [INSERT TITLE];

Supplier Parties: means the Supplier, any Affiliates of the Supplier and any direct or indirect subcontractors of any such Party and their Affiliates (and "Supplier Party" shall be construed

accordingly);

Transferring Assets: the assets transferring from the Supplier to the Replacement Supplier
Transitional Assistance Services: the services to be provided by the Supplier to CDW pursuant to Clause 9 in the event of the expiry or termination of this agreement for any reason to facilitate the transfer of the Services to CDW or a Replacement Supplier;

TUPE: means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as may be amended, added to, replaced or superseded from time to time.

2. INTERPRETATION AND SCOPE

2.1. The following definitions and rules of interpretation apply in this Framework Agreement and each Service Contract:

2.1.1. Clause, schedule and paragraph headings shall not affect the interpretation of the Framework Agreement or any Service Contract.

2.1.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2.1.3. The schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement. Any reference to this Framework Agreement includes the schedules.

2.1.4. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2.1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2.1.7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2.1.8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2.1.9. A reference to **writing** or **written** includes fax and e-mail.

2.1.10. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

2.1.11. A reference to this Framework Agreement or to any other agreement or document referred to in this agreement is a reference to this Framework Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Framework Agreement) from time to time.



2.1.12. References to clauses and schedules are to the clauses and schedules of the Framework Agreement or Service Contract (as applicable); references to paragraphs are to paragraphs of the relevant schedule.

2.1.13. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.2. Any Affiliate of CDW or the Supplier may enter into a Service Contract, and each such Affiliate of CDW will be deemed to be CDW and each such Affiliate of the Supplier will be deemed to be the Supplier, under an Agreement with respect to any such Service Contract. The Supplier will be liable for the performance of the obligations of its Affiliates pursuant to a Service Contract. CDW and its Affiliates will be able to enforce this Agreement on the Supplier. Both Parties shall make this Agreement available to its Affiliates.

2.3. The provisions of this Agreement shall prevail in preference to any Service Contract. For the avoidance of any doubt, no other standard terms and conditions will apply to the relationship between the Parties unless otherwise agreed in writing by the Parties.

2.4. Both Parties acknowledge that they are bound to comply with all schedules, Service Contracts, and Statements of Work that have been accepted by CDW in writing.

3. SERVICE CONTRACT PROCESS

3.1. This Framework Agreement governs the overall relationship of the Parties in relation to the Services provided by the Supplier to End Customers, and sets out:

3.1.1.in this Clause 3, the procedure for CDW to request the provision of Services from the Supplier under separate Service Contracts;

3.1.2.in Schedule 2 Service Contract, the template form of service contract to be entered into by the Supplier and CDW; and

3.1.3.in Schedule 1 Applicable Terms, the Applicable Terms that are deemed incorporated into each Service Contract.

3.2. Each Party shall appoint a Manager to oversee its obligations under the Framework Agreement and each Service Contract.

3.3. The Parties' Managers shall meet [SET OUT REVIEW PROCESS].

3.4. CDW shall be entitled from time to time to request in writing the provision of any or all of the Services from the Supplier.

3.5. Within 2 Business Days of receipt of a request from CDW, the Supplier shall:

3.5.1.either notify CDW that it is not able to provide the requested Services; or

3.5.2.complete a draft service contract containing the information referred to in the



template service contract annexed to this Framework Agreement at Schedule 2 Service Contract and shall submit the draft service contract to CDW for its written approval.

3.6. A Service Contract shall come into force, be legally binding and have effect if:

3.6.1.the Service Contract contains the information required by the template service contract at Schedule 2 Service Contract;

3.6.2.CDW does not query the contents within 10 Business Days of receipt of the draft Service Contract; and

3.6.3.this Framework Agreement is still in force.

3.7. Each Service Contract:

3.7.1.shall be entered into by CDW and the Supplier;

3.7.2.forms a separate contract; and

3.7.3.shall incorporate the Applicable Terms.

3.8. CDW shall incorporate the Applicable Terms from the applicable Service Contract into the contract between CDW and End Customer.

3.9. CDW shall:

3.9.1.use reasonable endeavours to provide the Supplier with notice of any changes that a End Customer requests to the Applicable Terms;

3.9.2.not agree to the incorporation of:

3.9.2.1. Service Credits; or

3.9.2.2. Termination for convenience rights for the End Customer;

without the Supplier's prior written consent, such consent not to be unreasonably withheld or delayed.

3.10. Any amendment to this Framework Agreement agreed by CDW and the Supplier in accordance with Clause 8 shall be deemed to apply to all future Service Contracts entered into after the date of such amendment.

4. COMMENCEMENT AND TERM

4.1. This Framework Agreement shall commence on the Framework Agreement Commencement Date and shall continue, unless terminated earlier in accordance with its terms, until either Party gives to the other Party not less than 6 months' written notice to terminate, expiring on or after the first anniversary of the Framework Commencement Date.

4.2. Notwithstanding Clause 4.1, CDW shall have the right to terminate any or all Service



Contracts at any time upon giving 1 months' written notice to the Supplier.

- 4.3. The Supplier shall not auto renew any Service Contract without the prior written Agreement of CDW and upon giving CDW 90 days' notice. Should the Supplier not comply with this Clause 4.3, CDW shall not be liable for any Charges of terminating any Service Contracts.

5. SUPPLIER OBLIGATIONS

- 5.1. The Supplier shall provide the Services from the date specified in the Service Contract or, if no date is specified, from the date such Service Contract comes into force in accordance with paragraph 1 of the Applicable Terms.
- 5.2. The Supplier shall meet any performance dates or Milestones specified in the Service Contract, always provided that if no performance dates or Milestones are specified the Supplier shall perform the Services within a reasonable time.
- 5.3. By entering into this Framework Agreement and in supplying the Services, the Supplier warrants, undertakes and represents to CDW that it:
 - 5.3.1. holds the Accreditation;
 - 5.3.2. meets and intends to continue to meet for at least the term of this Framework Agreement all necessary criteria to ensure it continues to hold the Accreditation;
 - 5.3.3. has done nothing whether by act or omission which may in any way jeopardise or cause the Supplier to lose (in full or in part) any element of the Accreditation;
 - 5.3.4. will immediately inform CDW if it becomes, is, or ought reasonably to have become aware of any acts, omissions or factors which may jeopardise or cause it to lose (in full or in part) any element of the Accreditation;
 - 5.3.5. shall perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 5.3.6. shall co-operate with CDW in all matters relating to the Services, and comply with all instructions of CDW;
 - 5.3.7. shall use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled. CDW may for any reason decline to accept any persons (including replacements) proposed by the Supplier to work on the Services, and in such event the Supplier shall propose a replacement without delay;
 - 5.3.8. shall ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Service Contract;
 - 5.3.9. shall ensure that there is no alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out



of the use or supply of the products of the Services (including the Deliverables);

- 5.3.10. shall ensure that the Services will conform with all descriptions and specifications set out in the Service Contract, and that the Services shall be fit for any purpose expressly or impliedly made known to the Supplier by CDW;
 - 5.3.11. shall provide all equipment, personnel, tools, vehicles and other items required to provide the Services;
 - 5.3.12. shall ensure that all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
 - 5.3.13. shall comply with all applicable laws and regulations;
 - 5.3.14. shall observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of CDW or End- Customer's premises;
 - 5.3.15. shall not do or omit to do anything which may cause CDW to lose any reputation, licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that CDW may rely or act on the Services;
 - 5.3.16. shall not do or omit to do anything which may constitute, cause or contribute to any breach by CDW of any licence or contract binding on CDW; and
 - 5.3.17. shall notify CDW in writing immediately upon the occurrence of a change of control of the Supplier.
- 5.4. The Supplier represents, warrants, and undertakes that:
- 5.4.1. neither the performance nor the provision or use of the Services, or any part thereof, will in any way constitute an infringement or other violation of any Intellectual Property Rights of or duty of confidentiality owed to any third party; and
 - 5.4.2. the Supplier owns or has obtained valid licenses for all Intellectual Property Rights which are necessary to the performance of any of the Services under this Framework Agreement.

6. CHARGES

- 6.1. CDW shall pay to the Supplier the Charges for the Service Contract as invoiced.
- 6.2. All valid and undisputed invoices issued to CDW pursuant to a Service Contract shall be payable within 60 days end of month from the date of receipt.
- 6.3. Without prejudice to any other right or remedy it may have, CDW reserves the right to set off any amount owing at any time to it by the Supplier against any amount payable by CDW to the Supplier under this agreement.
- 6.4. CDW shall make all payments for the Services without withholding or deduction of, or in



respect of, any tax unless required by law (in which case CDW shall make such withholding or deduction in the minimum amount required by law).

- 6.5. To the extent that CDW uses the Services supplied by the Supplier to supply equivalent services to another entity, including an End Customer, and that other entity withholds or deducts an amount of, or in respect of, tax from any payments which it makes to CDW for the supply of those services without paying to CDW such additional amount as will ensure that CDW receives the same total amount that it would have received if no such withholding or deduction had been required to be made, the total price for the Services (excluding any VAT) shall be reduced by the amount of such withholding or deduction.

7. LIMITATION OF LIABILITY

7.1. Nothing in this Framework Agreement shall limit or exclude a party's liability:

- 7.1.1. for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 7.1.2. for fraud or fraudulent misrepresentation;
- 7.1.3. under any indemnity; or
- 7.1.4. for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

7.2. The Supplier shall indemnify and hold CDW harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, CDW as a result of or in connection with:

- 7.2.1. any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the products of the Services (including the Deliverables); or
- 7.2.2. any claim made against CDW in respect of any liability, loss, damage, injury, cost or expense sustained by the CDW's employees or agents or by any CDW or third Party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services or the Deliverables as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of this agreement by the Supplier; or
- 7.2.3. breach of the warranties in Clauses 5.3 and 5.4
- 7.2.4. any breach of the confidentiality Clause (Clause 13); or
- 7.2.5. any breach of the data protection Clause (Clause 14); or
- 7.2.6. Any breach of the anti-bribery and anti-corruption clause (Clause 15).

- 7.3. Subject to Clause 7.1, neither Party to this Framework Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Framework Agreement.
- 7.4. Subject to Clause 7.1 and Clause 7.3, CDW's total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Framework Agreement shall be limited to the amount of Charges paid by CDW to the Supplier in the 12 months prior to the breach occurring.
- 7.5. Subject to Clause 7.1, Clause 7.2, and Clause 7.3, the Supplier's total liability to CDW, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Framework Agreement shall be limited to £1,000,000 per breach or incident.
- 7.6. This Clause 7 shall survive termination of the Framework Agreement.

8. TERMINATION

- 8.1. Without affecting any other right or remedy available to it, either Party may terminate this Framework Agreement with immediate effect by giving written notice to the other Party if:
- 8.1.1. the other Party commits a material breach of any term of this Framework Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - 8.1.2. the other Party breaches any of the warranties set out in Clause 5;
 - 8.1.3. the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 8.1.4. the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other party;
 - 8.1.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other party;
 - 8.1.6. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company);



- 8.1.7. the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 8.1.8. a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other party;
 - 8.1.9. a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - 8.1.10. any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 5.3.3 to Clause 5.3.11 (inclusive); or
 - 8.1.11. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 8.2. CDW may terminate this agreement without cause if there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010.
- 8.3. CDW shall the have the right to terminate this Agreement without cause by providing 5 days' notice to the Supplier. The Supplier shall provide transitioning services to CDW / the End Customer at no extra charge.

9. CONSEQUENCES OF TERMINATION

- 9.1. On termination of this Framework Agreement, in accordance with Clause 3, each Service Contract then in force at the date of such termination shall nevertheless continue in full force and effect for the remainder of the term of such Service Contract, unless earlier terminated in accordance with the terms of such Service Contract.
- 9.2. Termination of any Service Contract shall not affect any other Service Contract or this Framework Agreement, unless this Agreement is terminated by virtue of Clause 7 by CDW.
- 9.3. On termination of the Framework Agreement:
- 9.3.1. any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Framework Agreement which existed at or before the date of termination shall not be affected; and
 - 9.3.2. the following clauses shall continue in force: Clause 2 (Interpretation), Clause 7 (Limitation of liability), Clause 9 (Consequences of termination), Clause 13 (Confidentiality), and Clause 30 (Governing law and Jurisdiction).
- 9.4. On termination or expiry of this Framework Agreement for any reason the Supplier shall provide the Transitional Assistance Services to CDW in accordance with the respective



obligations set out under this Clause 9 and the relevant Schedule. The Supplier shall cooperate with CDW and/or the Replacement Supplier to the extent reasonably required to facilitate the smooth migration of the Services from the Supplier to CDW and/or the Replacement Supplier.

9.5. CDW shall be entitled to require the provision of Transitional Assistance Services by sending the Supplier a notice to that effect (**Transitional Assistance Notice**) at any time prior to termination or expiry. The Transitional Assistance Notice shall specify:

9.5.1. the date from which Transitional Assistance Services are required;

9.5.2. the nature and extent of the Transitional Assistance Services required; and

9.5.3. the period during which it is anticipated that Transitional Assistance Services will be required (**Transitional Period**).

9.6. CDW shall have an option to extend the Transitional Period beyond the period specified in the Transitional Assistance Notice by written notice to the Supplier.

9.7. CDW shall have the right to terminate its requirement for Transitional Assistance Services by serving not less than 20 days' notice upon the Supplier to such effect.

9.8. The Transitional Assistance Services shall be provided in good faith and in accordance with Best Industry Practice.

9.9. The Supplier shall continue to provide the Services (or the relevant part of them) during the Transitional Period in accordance with the Service Contract.

9.10. The Supplier shall sell the Transferring Assets to CDW or the Replacement Supplier (as determined by CDW), with effect from the end of the Termination Period. CDW or the Replacement Supplier shall acquire the Transferring Assets at an agreed price.

9.11. Subject to Clause 6.2, the End Customer shall, or shall procure that the Replacement Supplier shall, pay to the Supplier the price determined in accordance with Clause 9.10:

9.11.1. for the Transferring Assets; and/or

9.11.2. for the continued use of the Assets.

10. Change Control

10.1. If CDW or the End Customer requests a change to the scope of the services, the Parties shall amend the relevant Service Contracts from time to time in accordance with the Change Control Procedure in Schedule 2 Appendix 3(ii) – Change Control Record and Procedure

11. EMPLOYEES AND NON-SOLICITATION

11.1. During the term of this Agreement and for a period of 6 months from its termination the



Supplier will not induce, entice or solicit for employment any member of the other's then current personnel . This clause shall not apply to any applicant who applies to the Supplier on the basis of a general job advertisement.

11.2. In respect of any breach of Clause 11.1, CDW, in addition to any other remedies available in the Statement of Work or at law, shall be entitled to recover from the Supplier in breach the costs of recruiting and training a replacement for any member of CDW's personnel employed or solicited for employment.

12. TUPE

12.1. The Parties acknowledge and agree that it is not intended that TUPE shall apply to the cessation or reduction of the Services (or any part thereof) or the cessation of any Transitional Assistance Services by any Supplier Party and/or on the termination or expiry (or partial termination) of this Agreement, any Service Contract and any Statement of Work. The Parties further acknowledge and agree that it is not intended that any person's employment should transfer to or become employed by any CDW Party as a result of the cessation or reduction of the Services (or any part thereof) or the cessation of any Transitional Assistance Services by any Supplier Parties and/or on the termination or expiry (or partial termination) of this Agreement, any Service Contract and any Statement of Work.

12.2. Without prejudice to the Parties' intention under clause 12.1 above, if any contract of employment relating to any person(s) has effect, or is alleged or argued to have effect, as if made between the relevant CDW Party and that person(s) as a result of the cessation or reduction of the Services (or any part thereof) or the cessation of any Transitional Assistance Services by any Supplier Party and/or on the termination or expiry (or partial termination) of this Agreement, any Service Contract and any Statement of Work, the relevant CDW Party may, at its sole discretion, on becoming aware of that effect or alleged or argued effect,

12.2.1. require the Supplier, within 14 days of the Supplier becoming aware of any finding, allegation or argument that any contract of employment of any such person(s) has effect (or is alleged or argued to have effect) as if made between the relevant CDW Party and such person to offer (or procure that any Supplier Party offers) to employ such person(s) on the same terms as they enjoyed immediately prior to their employment (or alleged or argued employment) with the relevant CDW Party; and

12.2.2. if an offer is not made within the 14 days period detailed in sub-clause 12.2.1 above or if an offer is made but not accepted within that 14 day period, the relevant CDW Party may terminate the contract of employment of such person(s).

12.3. If the relevant CDW Party terminates the contract of employment of such person(s) in accordance with clause 12.2.2 above, the Supplier will indemnify all the CDW Parties against (and shall pay an amount equal to) any Employment Liabilities incurred by any



CDW Party arising out of or in connection with:

- 12.3.1. such termination of employment;
- 12.3.2. any failure under TUPE to inform and consult with any such person(s) (or in respect of any such person(s), including (without limitation) with any appropriate representatives of such person(s), works councils or employee representative bodies);
- 12.3.3. any sum payable to or in respect of such person(s) prior to or in respect of the period prior to termination of employment or alleged or argued employment; and
- 12.3.4. any liabilities that transfer or are alleged to transfer to any CDW Party, under TUPE or otherwise and any act, omission, fault or any event, matter or circumstance occurring or having its origin before the date of transfer, alleged or argued transfer or commencement of employment with the relevant CDW Party;

provided always that notice to terminate employment is served by the relevant CDW Party within three (3) months of the date that the relevant CDW Party becomes aware of the transfer or alleged or argued transfer.

12.4. The Supplier will indemnify all the CDW Parties against (and shall pay an amount equal to) any Employment Liabilities incurred by any CDW Party arising out of or in connection with:

- 12.4.1. any termination of employment by any Supplier Party, at any time, of any employee of any Supplier Party; and
- 12.4.2. any claim by any person(s) (or their representatives) who accepts an offer of employment in accordance with clause 12.2.1 above.

13. CONFIDENTIALITY

13.1. Each Party shall keep confidential and shall not make available or disclose the Confidential Material of the other Party to any person, or make or permit any use of such Confidential Material without the prior written consent of the other Party, except that such Confidential Material may be made available or disclosed to and used by those, and only those, of the Staff of the receiving Party as are required for the purpose of fulfilling the receiving Party's obligations under this Framework Agreement. Each Party shall take all reasonable steps to ensure that any such Confidential Material disclosed to any person in accordance with this Clause is treated as confidential by the person to whom it is disclosed and shall require its subcontractors to enter into a confidentiality agreement which imposes confidentiality obligations no less protective of the Confidential Material than those imposed upon under this Framework Agreement.

13.2. The Supplier hereby consents to CDW sharing all Confidential Information with any End



Customer.

13.3. Nothing in this Clause shall prevent either Party from disclosing Confidential Material where it is required to be disclosed by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceeding or claim or otherwise by applicable law; provided, however, that a Party shall, if legally permitted, give the other Party prior reasonable notice as soon as possible, of such required disclosure so as to enable the other Party to seek relief from such disclosure requirement or measures to protect the confidentiality of the disclosure.

13.4. Without prejudice to any other rights or remedies that a Party may have, both Parties acknowledge that the other Party may not have an adequate remedy at law for any breach of the provisions of this Clause, and that therefore the other Party shall be entitled to equitable relief including injunctive relief.

13.5. The provisions of this Clause shall not apply to any Confidential Material which:

- 13.5.1. is or becomes commonly known within the public domain other than by breach of this Framework Agreement;
- 13.5.2. is obtained from a third Party who is lawfully authorised to disclose such information free from any obligation of confidentiality; or
- 13.5.3. is independently developed without reference to any Confidential Material.

13.6. This clause 13 shall survive for two years post-termination of this agreement for any reason.

14. DATA PROTECTION

14.1. The Supplier shall, and shall procure, that any of its Personnel involved in the provision of the agreement comply with any notification requirements under the UK Data Protection Act 1998 and any other relevant and applicable Data Protection Legislation ("DP Legislation") and will duly observe all their obligations under the DP Legislation, which arise in connection with the agreement.

14.2. Notwithstanding the general obligation in 14.1, where the Supplier is processing Personal Data as a Data Processor ("Processing Party"), the Supplier shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the DP Legislation; and

- 14.2.1. upon request provide CDW with such information as the other Party may reasonably require to satisfy itself that the Supplier is complying with its obligations under the DP Legislation;



- 14.2.2. promptly notify CDW of any breach of the security measures required to be put in place pursuant to this clause 14.2; and
- 14.2.3. ensure it does not knowingly or negligently do or omit to do anything which places CDW in breach of its obligations under the DP Legislation.

15. SECURITY REQUIREMENTS

- 15.1. The Supplier shall, at all times, comply with the Security Policy, which can be made available to the Supplier and its Personnel upon request. The Supplier shall procure that each of the Supplier's Personnel shall take all precautions necessary to preserve the security and integrity of CDW's Data and to prevent any corruption or loss of CDW's Data.
- 15.2. Each Party shall advise the other as soon as it becomes aware of any breach, or potential breach, of the Security Policy or any other breach, or potential breach, of security which may adversely affect the Services.
- 15.3. The Supplier shall comply with, and shall procure that its Personnel complies with, CDW's and/or the End Customer's procedures for vetting personnel in respect of all Supplier's Personnel employed or engaged in the provision of the Services. The Supplier, upon request, shall procure for CDW certification that this has been done. Failure to do so will constitute a breach of this Agreement (under clause 8.1.1).
- 15.4. The Supplier shall, throughout the Term, use the latest versions of anti-virus software available from an industry accepted anti-virus software vendor to check for and delete malicious programs from the Supplier's systems.

16. ANTI-BRIBERY AND ANTI-CORRUPTION

- 16.1. The Supplier shall perform its duties under this Agreement in accordance with applicable laws, rules, regulations or ordinances, including complying with all applicable anti-corruption laws, including the UK Bribery Act 2010 and the United States Foreign Corrupt Practices Act ("FCPA"), and all comparable laws in CDW's local country. The Supplier shall not retaliate against CDW if, in good faith, CDW has reported a possible violation of this Clause or refused to participate in activities that violate this Clause.
- 16.2. Breach of this Clause 16.1 shall be deemed to be a material breach under Clause 8.1.1.

17. AUDIT CLAUSE

- 17.1. The Supplier shall allow CDW, the End Customer and any auditors of or other advisers to CDW and End Customer to access any of the Supplier's premises, Supplier's Personnel and relevant records as may be reasonably required in order to:
 - 17.1.1. fulfil any legally enforceable request; or



- 17.1.2. undertake verifications of the accuracy of the Charges or identify suspected fraud; or
 - 17.1.3. undertake verification that the Services are being provided and all obligations of the Supplier are being performed in accordance with this agreement; or
 - 17.1.4. undertake verification that the Supplier's System protects the integrity, operational availability, confidentiality and security of CDW Data; or
 - 17.1.5. undertake verification of the Supplier's adherence to the Security Policy.
- 17.2. The Supplier shall provide CDW, the End Customer and its auditors and other advisers with all reasonable co-operation, access and assistance in relation to each audit.
- 17.3. CDW shall provide at least 2 Business Days' notice of its intention to conduct an audit unless such audit is conducted in respect of a suspected fraud, in which event no notice shall be required.
- 17.4. The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Clause, unless the audit identifies:
- 17.4.1. any breach by the Supplier, in which case the Supplier shall reimburse CDW for all its reasonable costs incurred in the course of the audit;
 - 17.4.2. that the Supplier has failed to perform its obligations under this agreement, then without prejudice to the other rights and remedies of CDW, the Supplier shall take the necessary steps to comply with its obligations at no additional cost to CDW;
 - 17.4.3. that CDW has overpaid any Charges, the Supplier shall pay to the Customer the amount overpaid within 2 days from the date of receipt of an invoice or notice to do so.

18. CORRECTION PLAN

- 18.1. The Supplier shall provide the Services to meet or exceed the Service Levels from the Commencement Date as defined in the relevant Statement of Work.
- 18.2. If there is a Service Failure or if there are reasonable grounds for CDW to believe that there will be a Service Failure having the effect of taking the Services below the Service Failure Threshold, the Supplier shall:
- 18.2.1. immediately notify CDW in writing;
 - 18.2.2. immediately take all remedial action that is reasonable to mitigate the impact on CDW and / or the End Customer of the Service Failure and to rectify or to prevent the Service Failure from taking place or recurring;
 - 18.2.3. if action taken under Clause 18.2.1 or 18.2.2 has not already remedied the Service Failure, the Supplier shall provide CDW with a Correction Plan within two (2) Business Days (or such other period as the Parties agree in writing) from the day the Supplier notifies the Contractor under Clause 18.2.1. The Supplier shall set out in the Correction Plan the action that it shall take to:
 - 18.2.3.1. rectify or prevent the Service Failure; and



18.2.3.2. prevent the Service Failure from recurring,

and then obtain CDW's approval of such Correction Plan. The Correction Plan shall include specific, and time-bound obligations for the Supplier. CDW may use its discretion to request changes to the Correction Plan if CDW deems that the Correction Plan is not conforming to CDW's expectations. The Supplier shall cooperate with CDW in all matters relating to the Correction Plan; and carry out the Correction Plan approved under Clause 18.2.3 in accordance with its terms.

18.3. Approval and implementation of any Correction Plan by CDW shall not relieve the Supplier of any responsibility to achieve the Milestones and/or Service Levels, or remedy any failure to do so, and no estoppel or waiver shall arise from any such approval and/or implementation.

18.4. If the Supplier fails to notify CDW as detailed in clause 18.2.1, CDW may notify the Supplier of the Service Failure. Upon receipt of this notification, the Supplier shall undertake its obligations as agreed in clauses 18.2.2 and 18.2.3. The Parties acknowledge that this is without prejudice to any other rights or remedies to which CDW may be entitled.

19. DISASTER RECOVERY AND BUSINESS CONTINUITY CLAUSE

19.1. The Supplier shall ensure that they have a documented Disaster Recovery and Business Continuity Plan, which is routinely tested (annually as a minimum). CDW shall be entitled to participate in such tests as it may reasonably require. Evidence of the test shall be provided to CDW upon request.

19.2. In the event that the Supplier amends or changes the Disaster Recovery and Business Continuity Plan, the Supplier must notify CDW in writing and provide CDW with a new version for review.

19.3. Upon CDW's request, the Supplier shall send to CDW a written report summarising the results of following each test and shall promptly implement any actions or remedial measures which CDW considers to be necessary as a result of those tests.

19.4. The Supplier shall ensure that it is able to implement the provisions of the Disaster Recovery and Business Continuity Plan at any time in accordance with its terms.

19.5. The Supplier shall notify CDW in writing of any business continuity incident/disruptive event ("Event") that impacted or could have impacted CDW's and/or the End Customer's operations within 6 hours of the Event.

20. VARIATION

20.1. No variation of this Framework Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).



21. WAIVER

21.1. A waiver of any right or remedy under this Framework Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

21.2. A failure or delay by a Party to exercise any right or remedy provided under this Framework Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Framework Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22. RIGHTS AND REMEDIES

22.1. The rights and remedies provided under this Framework Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

23. SEVERANCE

23.1. If any provision or part-provision of this Framework Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this framework agreement.

23.2. If one Party gives notice to the other of the possibility that any provision or part-provision of this Framework Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24. ENTIRE AGREEMENT

24.1. This Framework Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24.2. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Framework Agreement.



25. ASSIGNMENT AND OTHER DEALINGS

25.1. The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Framework Agreement without the prior written consent of CDW.

25.2. CDW may assign, transfer or subcontract any or all of its rights and obligations under this Framework Agreement.

26. NO PARTNERSHIP OR AGENCY

26.1. Nothing in this Framework Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any Party the agent of another party, or authorise any Party to make or enter into any commitments for or on behalf of any other party.

26.2. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

27. THIRD PARTY RIGHTS

27.1. A person who is not a Party to this Framework Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Framework Agreement.

27.2. CDW and Supplier may vary, terminate or rescind this Framework Agreement without the consent of any CDW or Supplier Affiliate.

27.3. CDW may pass on the benefit of any indemnity or other provision obtained from the Supplier in this Agreement to any other CDW Party each of which may enforce directly any indemnity or other provision set out in this Agreement which is for its benefit by virtue of the Contracts (Rights of Third Parties) Act 1999.

27.4. The Supplier recognises that losses may be suffered by any CDW Party and not by CDW itself but nevertheless, the Supplier will not use this as a reason for not complying with the indemnity and other provisions in this Agreement.

28. NOTICES

28.1. Any notice or other communication given to a Party under or in connection with this Framework Agreement shall be in writing and shall be:

28.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or



28.1.2. sent by email to its main email address.

28.2. Any notice or communication shall be deemed to have been received:

28.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

28.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

28.2.3. if sent by email, at 9.00 am on the next Business Day after transmission.

28.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28.4. At the date of signing, the notice details of the Parties are as detailed in the table below. Should these details change, the relevant Party may send notice of such change using the procedure detailed above within this clause 28.

Notice details	Supplier	CDW
Attention:		Company Secretary
Address:		10 Fleet Place, London, EC4M 7RB
Email:		legal@uk.cdw.com

29. COUNTERPARTS

29.1. This Framework Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

29.2. No counterpart shall be effective until each Party has executed at least one counterpart.

30. GOVERNING LAW AND JURISDICTION

30.1. This Framework Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be




governed by and construed in accordance with the law of England and Wales.

30.2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Framework Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Framework Agreement has been entered into on the date stated at the beginning of it.

You acknowledge, agree and accept by electronically signing in the box below, that: (i) you have read the terms and conditions, that you fully understand them and that you agree to be bound by them; (ii) this agreement shall be deemed to be made in writing; and (iii) you affirmatively agree to sign by way of electronic signature, which shall be fully and legally binding.

Customer: CDW Limited		Supplier: xxxxxxxx	
By:		By:	{{cby_es_:signer1:signature}}
Name:	Henry Pepperall	Name:	{{cname_es_:signer1:fullname}}
Title:	Finance Director (Authorised Signatory)	Title:	{{ctitle_es_:signer1:title}} (Authorised Signatory)
Date:	XX/XX/2016	Date:	{{cdate_es_:signer1:date}}





SCHEDULE 1 APPLICABLE TERMS

[PLEASE INSERT YOUR COMPANY'S GENERIC T&CS BETWEEN YOUR COMPANY AND YOUR END CUSTOMERS]

TERM OF SERVICE CONTRACT

Each Service Contract shall come into force in accordance with Clause 2 of the Framework Agreement or such later date as is specified in the Service Contract and shall continue, unless terminated earlier in accordance with these Applicable Terms or by law, until the expiry of the term set out in the Service Contract.



SCHEDULE 2 SERVICE CONTRACT

SCHEDULE 2 APPENDIX 1 - COVERAGE

CDW SALES ORDER REF: SORXXXXXX

START DATE: XX/XX/XXXX

CONTRACT NUMBER: XXXXX

END DATE: XX/XX/XXXX

SERVICE COVERAGE: CDW shall provide services within the noted Service Level, as stated in 'Schedule 3'. ('Schedule 3' notes: Coverage Hours, Response Time & Fix Time etc.)

LOCATION(S): Services are to be performed at the following location(s):

-
-



SCHEDULE 2 APPENDIX 2 – CHARGES

THE SERVICE	SITE	ITEMS	RATE	TOTAL
The provision of ServiceNet Basic/Essential/Premium (DELETE AS APPLICABLE) maintenance support	UK	1	-	£ XX,XXX.XX
<i>Total</i>				£XX,XXX.XX

Payment is to be made (annually/quarterly/monthly) in advance.

PAYMENT TERMS: All charges above are excluding V.A.T. which will be payable (where applicable) at the then current rates.

PAYMENT PROFILE: 1. Ref: SORXXXXXX Due: XX/XX/XXXX Payment: £ XX,XXX.XX

SCHEDULE 2 APPENDIX 3(i) – EQUIPMENT SUPPORTED

TYPE	DESCRIPTION	SERIAL NUMBER	ASSET NUMBER	LOCATION	COVERAGE	GUARANTEED FIX	RESPONSE

SCHEDULE 2 APPENDIX 3(ii) – CHANGE CONTROL RECORD AND PROCEDURE

Reference	Date	Title	Originator	Description
PSL/A/XXXXXX/CCRX				•
				•
				•

1. Principles

1.1 The Client may at any time request, and the Supplier may at any time recommend, such change only in accordance with this Change Control Procedure.

1.2 Neither Party shall unreasonably withhold, delay, or condition, its agreement to any change, provided that: (i) the Client shall not be obliged to agree to any change increasing the price or charges payable; and (ii) neither Party shall be required to incur any material expenditure, disruption or interference.

1.3 Until such time as a change is made and approved in accordance with this Change Control Procedure, the Supplier shall, unless otherwise agreed in writing, continue to perform its obligations under this Agreement as if the request or recommendation had not been made.

1.4 Any discussions which take place between the Parties in connection with a CCN before a change is authorised shall be without prejudice to the rights of either Party.

1.5 A CCN issued to the Client by the Supplier shall constitute a variation to this Agreement, and each Party shall bear its own costs in relation to the preparation, negotiation and acceptance of such variation.

2. Procedures

2.1 Discussion between the Parties concerning a change to this Agreement may result in one of the following actions occurring:

(i) a Client request: where a written request for an amendment is received from the Client to change the Agreement, the Supplier shall submit a CCN to the Client. A request for amendment will only be deemed accepted when acknowledged by the Supplier with a CCN;

(ii) a Supplier recommendation: a recommendation to amend by the Supplier to change the Agreement shall be submitted as a CCN direct to the Client at the time of such recommendation. The Supplier shall deem a CCN to be effective if the Client has not rejected the CCN or notified the Supplier within 2 Working Days; or

(iii) no further action being taken by either Party.

2.3 Each CCN shall contain:

2.3.1 the title of the change;

2.3.2 the originator and date of the request/recommendation;

2.3.3 full details of the change including any relevant specifications;

2.3.4 the price of the change, if applicable;

2.3.5 a timetable for implementation and any proposals for acceptance of the change, if applicable;

2.3.6 a schedule of payments, if applicable;

2.3.7 details of the likely impact, if applicable, of the change on other aspects of this Agreement or its subject matter including but not limited to: (i) term of the Agreement; (ii) personnel to be provided; (iii) Charges and payment profile; (iv) documentation and/or to be provided; (v) Service Levels; (vi) working arrangements; and (vii) any relevant contractual issues; and

2.3.8 the date of expiry of the CCN, if applicable.

2.4 For each CCN submitted the Client shall:

2.4.1 allocate a sequential number to the CCN;

2.4.2 evaluate the CCN and either (i) request further information; or (ii) notify the Supplier of the rejection of the CCN.

