

AMENDING AGREEMENT 1

This Amending Agreement is entered into on 24th February 2021

BETWEEN

- (1) **XEROX (UK) LIMITED** whose registered address is Building 4, Uxbridge Business Park, Sanderson Rd Uxbridge, Middlesex, UB8 1DH, with Company Registration Number 330754 (“Xerox”); and
- (2) **SCOTTISH QUALIFICATIONS AUTHORITY**, whose address is Lowden, 24 Wester Shawfair, Dalkeith, Midlothian, EH22 1FD (“Customer”);

each a “party” and together, the “parties”.

WHEREAS

- (A) The parties entered into an Order Form under the Scottish Procurement Office Equipment Framework Agreement (ref PS-16-013) with **Order Date 6th October 2020**.
- (B) The parties now wish to amend certain terms of the Agreement in accordance with its terms.

IT IS AGREED as follows:

1. In this Amending Agreement:

“Agreement” has the meaning given to it in recital A above and includes schedules or other attachments to such agreement together with validly made amendments to it (if any); and

“Amending Agreement” means this agreement.

“Statement of Work” has the meaning given to it in recital B above and includes schedules or other attachments to such agreement together with validly made amendments to it (if any);

2. Save as specified herein, the terms, words and expressions not expressly defined in this Amending Agreement shall, where such terms are defined, have the same meanings, interpretations or constructions as in the Agreement.
3. With effect from **1st February 2021** the parties agree to amend the agreement as follows:

3.1 One-Off Cash Purchase of 2 x ePrint Print Station Licences - [REDACTED] + VAT per SQA PO No. 805465

3.2 Addition of Third Party Software Support Fixed Charges for ePrint Station Licences of [REDACTED] per quarter

3.3 Cancellation of 1 x B8155 fleet device that has not yet been installed.

3.4 For clarity, all Tables within Section C Appendix 1– Overview of Charges - are restated in full.

Charges Tables – Overview of Charges:

Production Print SOA 2229

Table 1: In Scope Device Lease Fixed Charges and Variable Charges - (Consumables including labour & parts) shall remain unchanged.

Model – In Scope Device Type	Qty	In Scope Device Lease Fixed Charge Per In Scope Device (Quarterly) (£)	Total In Scope Device Lease Fixed Charges (Quarterly) (£)	Variable Charges - B/W Impressions (£)	Variable Charges - Colour Impressions (£)
Versant 180 + 2 Tray OHCF + XLS + IDM + EFI + Productivity Kit + BM + Square Fold + Crease / Trimmer + Inserter + 2/4 hole punch	2	████████	████████	████████ & XLS (>491mm) Incremental Charge of ██████████	████████ & XLS (>491mm) Incremental Charge of ██████████
PrimeLink B9136 + 2 Tray OHCF + XLS + IDM + EFI + Productivity Kit + BM + Square Fold + Crease / Trimmer + Inserter + 2/4 hole punch	3	████████	████████	████████ & XLS (>491mm) Incremental Charge of ██████████	N/A
Xerox FreeFlow Core + Advanced + Automation	1	████████	████████	N/A	N/A
FreeFlow VI Suite	1	████████	████████	N/A	N/A
Total - New			████████		
Retain FreeFlow VI Compose over 120 ppm (300S02164) Serial - 2300258380 + 2300258371	2	████████	████████	N/A	N/A
FreeFlow VI Compose over 120 ppm (300S02164) Serial - As per parent engine.	2	████████	████████	N/A	N/A
Retain Free Flow MR (320S00522) Serial - 2311435780	1	████████	████████	N/A	N/A
Total - Retained			████████		
TOTAL			████████		

Table 2: Managed Services Fixed Charges and Service Fixed Charges (including third party solution service desk support) shall remain unchanged.

In Scope Device type	QTY	Managed Service Fixed Charge per In Scope Device (£) (Quarterly)	Total Managed Service Fixed Charges (£) (Quarterly)	Service Fixed Charge per In Scope Device (£) (Quarterly)	Total Service Fixed Charges (£) (Quarterly)
Versant 180 + 2 Tray OHCF + XLS + IDM + EFI + Productivity Kit + BM + Square Fold + Crease / Trimmer + Inserter + 2/4 hole punch	2	████	████	████	████
Primelink B9136 + 2 Tray OHCF + XLS + IDM + EFI + Productivity Kit + BM + Square Fold + Crease / Trimmer + Inserter + 2/4 hole punch	3	████	████	████	████
Xerox FreeFlow Core + Advanced + Automation + VI Suite	1	████	████	████	████
Retain FreeFlow VI Compose over 120 ppm (300S02164) Serial - 2300258380 + 2300258371	2	████	████	████	████
FreeFlow VI Compose over 120 ppm (300S02164) Serial - As per parent engine.	2	████	████	████	████
Retain Free Flow MR (320S00522) Serial - 2311435780	1	████	████	████	████
TOTAL			████		████

Table 3: Third Party Software Licence Lease Fixed Charges, Third Party Software Support Fixed Charges and Implementation Lease Fixed Charges shall be deleted in its entirety and replaced by the following.

** The Emtex solution detailed in the rows beneath, may be terminated early without any lease settlement liabilities applying.

Third Party Software	Quantity	Serial Number/ Part Number	Total Third Party Software Licence Lease Fixed Charges (£) (Quarterly)	Total Third Party Software Support Fixed Charges (£) (Quarterly)	Total Implementation Lease Fixed Charges (£) (Quarterly)
** Retain Emtex Core Modules (614N08970)	1	2311257776	████	████	N/A
** Retain Pass-through - Input and Output	2	2311257776	████	████	N/A

capability (614N08984)					
** Retain PS - Band B Mono (50 to 90 ipm) (614N08998)	2	2311257776	████	████	N/A
** Retain PS - Band C Mono (91 to 200 ipm) (614N08999)	2	2311257776	████	████	N/A
** Retain PI Output Manager Hot Standby/DR/Test Server Licence	1	2311439572	████	████	N/A
Retain Skyline Premium (300N03634). Skyline Portal User License - Unlimited Users. Skyline LDAP Enabling Module (301N65070)	1	2311504447	████	████	N/A
New – ePrint Consultancy days	4	-	████	████	N/A
Standby System Support Charge	1	-	████	████	N/A
Print Station Support (add 6 Print Stations)	1	-	████	████	N/A
Skyline Colour Analysis	1	-	████	████	N/A
Phase 1 Total			████	████	
Phase 2 - Print Station Licence Support	2	N/A	████	████	N/A
Phase 2 Total			████	████	
TOTAL			████	████	████

Table 4 – In Scope Devices and Locations shall be deleted in its entirety and replace with the following:

In Scope Device Type	Serial Number	Address/Location	Xerox Device / Non-Xerox Device	On Proactive Service / Reactive Service
V180	3131996208	The Optima Building, 58 Robertson Street, Glasgow, G2 8DQ	Xerox Device	Reactive
V180	3131996348	Lowden, 24 Wester Shawfair, Dalkeith, Midlothian, EH22 1FD	Xerox Device	Reactive
B9136	3776701806	Lowden, 24 Wester Shawfair, Dalkeith, Midlothian, EH22 1FD	Xerox Device	Reactive
B9136	3776700788	Lowden, 24 Wester Shawfair, Dalkeith,	Xerox Device	Reactive

		Midlothian, EH22 1FD		
B9136	3776700559	Lowden, 24 Wester Shawfair, Dalkeith, Midlothian, EH22 1FD	Xerox Device	Reactive

Table 5: MACD Charges

Any further activity required by the Purchaser during this Contract will be charged at the following rates.

MACD Activities	In Scope Device	MACD Charge per MACD activity per In Scope Device (£)
Installation	V180/B9136	
Removal/disposal	V180/B9136	
Intra-site move (within same building)	V180/B9136	
Inter-site move building to building	V180/B9136	
Re-installation onto network	V180/B9136	
Intra-site move (within same building) as a direct result of an aborted move*	V180/B9136	
Inter-site move building to building as a direct result of an aborted move*	V180/B9136	
Data Security disposal process, including wiping of hard drives (per HDD)	V180/B9136	
Xerox Analyst Daily Rate	V180/B9136	
Out of Hours Engineer Support (hourly rate)	V180/B9136	

For the avoidance of doubt, should any Leased In Scope Device be disposed of prior to the end of the Contract Minimum Period, Early Termination Charges shall apply in accordance with the terms and conditions of the Contract and in addition to the above.

* An aborted move is where the Supplier has attempted the re-site of an In Scope Device via MACD and because of the Purchaser's action or inaction the Supplier has been unable to complete the agreed re-site. The Supplier reserves the right to invoice the Purchaser for this MACD Charge as outlined in the table above.

Table 6: Training Charges

Additional training required by the Purchaser (Maximum of four delegates per training session).

Key User/End User Training	In Scope Device trainer – Standard trainer daily rate
In Scope Device trainer – additional overview for 1.5 hours	
In Scope Device trainer – additional half day training	
In Scope Device trainer – additional one day training	
Advanced XPP Training Half day per Device	

Table 7 – Total Fixed Quarterly Charges shall be deleted in its entirety and replaced with the following:

Type of Charge	Total Fixed Quarterly Charges (£) payable quarterly in advance	Minimum Period (billed quarterly)	Minimum Period Commencement Date
Table 1: In Scope Device Lease Fixed Charges		60 months	1st Dec 2020
Table 2: Managed Services Charges and Fixed Service Charges		60 months	1st Dec 2020
Table 3: Third Party Software Licence Lease and Implementation Lease Charges		60 months	1st Dec 2020
Table 3: Third Party Software Licence Software Support Charges		60 months	1st Dec 2020
Total - Phase 1			
Table 3: Third Party Software Licence Support Charges		57 months	1st Feb 2021
Total - Phase 2			
TOTAL per quarter			

One-Off Cash Purchase of 2 x ePrint Print Station Licences - [REDACTED] per SQA PO No. 805465 under Amending Agreement 1

MFDs SQA 2230

Table 1: In Scope Device Lease Fixed Charges and Variable Charges - (Consumables including labour & parts)

Model – In Scope Device Type	Qty	Lease Charge Per In Scope Device (Quarterly) (£)	Total In Scope Device Lease Charges (Quarterly) (£)	Variable Charges - B/W Impressions (£)	Variable Charges - Colour Impressions (£)
Xerox B8155V_F + Office Finisher+ Elatec TWN4 Card Readers	18				
Xerox C400V_DNM + Additional Tray	2				
Xerox C7000V_DNM + Additional Tray + PS Kit	1				
TOTAL	21				

Table 2: Managed Services Fixed Charges and Service Fixed Charges (including third party solution service desk support)

In Scope Device type	Qty	Managed Service Charge per In Scope Device (Quarterly) (£)	Total Managed Service Charges (Quarterly) (£)	Service Fixed Charge per In Scope Device (Quarterly) (£)	Total Fixed Service Charge (Quarterly) (£)
Xerox B8155V_F + Office Finisher	18				
Xerox C400V_DNM + Additional Tray	2				
Xerox C7000V_DNM + Additional Tray + PS Kit	1				
TOTAL	21				

Table 3: Third Party Software Licence Lease Fixed Charges, Third Party Software Support Fixed Charges and Implementation Lease Fixed Charges

Third Party Software	Qty	Serial Number/ Part No	Total Third-Party Software Licence Lease Charges (Quarterly) (£)	Total Third-Party Software Support Charges (Quarterly) (£)	Total Implementation Lease Charges (Quarterly) (£)
Papercut Software	1	TBC		Included	Included
TOTAL					

Table 4 – In Scope Devices and Locations

In Scope Device Type	Serial Number	Address/Location	Xerox Device/ Non-Xerox Device	On Proactive Service / Reactive Service
Xerox B8155	TBC	The Optima Building, 58 Robertson Street, Glasgow, G2 8DQ	Xerox Device	Proactive
Xerox B8155	TBC	The Optima Building, 58 Robertson Street, Glasgow, G2 8DQ	Xerox Device	Proactive
Xerox B8155	TBC	The Optima Building, 58 Robertson Street, Glasgow, G2 8DQ	Xerox Device	Proactive
Xerox B8155	TBC	The Optima Building, 58 Robertson Street, Glasgow, G2 8DQ	Xerox Device	Proactive
Xerox B8155	TBC	The Optima Building, 58 Robertson Street, Glasgow, G2 8DQ	Xerox Device	Proactive
Xerox B8155	TBC	The Optima Building, 58 Robertson Street, Glasgow, G2 8DQ	Xerox Device	Proactive
Xerox B8155	TBC	The Optima Building, 58 Robertson Street, Glasgow, G2 8DQ	Xerox Device	Proactive
Xerox B8155	TBC	The Optima Building, 58 Robertson Street, Glasgow, G2 8DQ	Xerox Device	Proactive
Xerox B8155	TBC	The Optima Building, 58 Robertson Street, Glasgow, G2 8DQ	Xerox Device	Proactive
Xerox C400	TBC	The Optima Building, 58 Robertson Street, Glasgow, G2 8DQ	Xerox Device	Proactive
Xerox B8155	TBC	Lowden, 24 Wester Shawfair, Dalkeith, Midlothian, EH22 1FD	Xerox Device	Proactive
Xerox B8155	TBC	Lowden, 24 Wester Shawfair, Dalkeith, Midlothian, EH22 1FD	Xerox Device	Proactive
Xerox B8155	TBC	Lowden, 24 Wester Shawfair, Dalkeith, Midlothian, EH22 1FD	Xerox Device	Proactive
Xerox B8155	TBC	Lowden, 24 Wester Shawfair, Dalkeith, Midlothian, EH22 1FD	Xerox Device	Proactive
Xerox B8155	TBC	Lowden, 24 Wester Shawfair, Dalkeith, Midlothian, EH22 1FD	Xerox Device	Proactive
Xerox B8155	TBC	Lowden, 24 Wester Shawfair, Dalkeith, Midlothian, EH22 1FD	Xerox Device	Proactive

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Xerox B8155	TBC	Lowden, 24 Wester Shawfair, Dalkeith, Midlothian, EH22 1FD	Xerox Device	Proactive
Xerox B8155	TBC	Lowden, 24 Wester Shawfair, Dalkeith, Midlothian, EH22 1FD	Xerox Device	Proactive
Xerox B8155	TBC	Lowden, 24 Wester Shawfair, Dalkeith, Midlothian, EH22 1FD	Xerox Device	Proactive
Xerox C400	TBC	Lowden, 24 Wester Shawfair, Dalkeith, Midlothian, EH22 1FD	Xerox Device	Proactive
Xerox C7000	TBC	Lowden, 24 Wester Shawfair, Dalkeith, Midlothian, EH22 1FD	Xerox Device	Proactive

Table 5: MACD Charges

Any further activity required by the Purchaser during this Contract will be charged at the following rates.

MACD Activities	In Scope Device	MACD Charge per MACD activity per In Scope Device (£)
Installation	B8155/C400/C7000	
Removal/disposal	B8155/C400/C7000	
Intra-site move (within same building)	B8155/C400/C7000	
Inter-site move building to building	B8155/C400/C7000	
Re-installation onto network	B8155/C400/C7000	
Intra-site move (within same building) as a direct result of an aborted move*	B8155/C400/C7000	
Inter-site move building to building as a direct result of an aborted move*	B8155/C400/C7000	
Data Security disposal process, including wiping of hard drives (per HDD)	B8155/C400/C7000	
Xerox Analyst Daily Rate	B8155/C400/C7000	
Out of Hours Engineer Support (hourly rate)	B8155/C400/C7000	

For the avoidance of doubt, should any Leased In Scope Device be disposed of prior to the end of the Contract Minimum Period, Early Termination Charges shall apply in accordance with the terms and conditions of the Contract and in addition to the above.

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In Scope Device trainer – additional half day training	
In Scope Device trainer – additional one day training	

Table 7 – Total Fixed Quarterly Charges

Type of Charge	Total Fixed Quarterly Charges (£) payable quarterly in advance	Minimum Period (billed quarterly)
Table 1: In Scope Device Lease Charges		60 months *
Table 2: Managed Services Charges and Fixed Service Charges		60 months *
Table 3: Third Party Software Licence Lease and Implementation Lease Charges		60 months *
Table 3: Third Party Software Licence Software Support Charges		60 months *
TOTAL per quarter		

* The *MFD Commencement Date* is formally defined as 1st day of the month following installation. All devices / items may not be co-terminus.


The Supplier will provide Services which may include the supply of Goods including Xerox Devices to the Purchaser subject to the prices and terms set forth in this Contract.

4. Save as herein amended, all other terms and conditions of the Agreement and its schedules shall remain in full force.
5. In the case of any inconsistency or conflict between this Amending Agreement and the Agreement, this Amending Agreement shall take precedence to the extent of such conflict.
6. This Amending Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original and all counterparts together shall constitute one and the same instrument.
7. This Amending Agreement contains the entire understanding of the parties in relation to the amendments to the Agreement contained herein.
8. This Amending Agreement shall be governed by and construed in accordance with Scots law. The parties irrevocably submit to the exclusive jurisdiction of the Scottish Courts in relation to any dispute arising from this Amending Agreement.


AS WITNESS whereof the parties or persons duly authorised on their behalf have executed this Amending Agreement the day and year before written.

Signed 
.....

Authorised signatory for and on behalf
of **Xerox (UK) Limited**

Name 
(print).....

Title 
.....

Signed 
.....

Authorised signatory for and on behalf
of **Scottish Qualifications Authority**

Name
(print) **Dawnne Mahmoud**.....

Title
Director of People
.....