

Agreement to Participate in the Chest Microsoft EES 2018 Education Qualified User Agreement

By completing, signing and returning this form (“Agreement to Participate”) you are agreeing to participate in the Chest Microsoft EES 2018 Education Qualified User Agreement, and confirming also that you have had the opportunity to read the Agreement between Eduserv and Microsoft, which may be found on the Chest website.

One copy of this form must be completed, signed and returned to Chest before any products can be ordered under the Chest Microsoft EES 2018 Education Qualified User Agreement.

Please note that Resellers will not process your order until Eduserv has confirmed receipt of this form.

Please email one completed and signed copy of this form and a purchase order (both preferably in PDF format) for the Participation Fee due (plus VAT). The purchase order must be made payable to “Eduserv”. The form and purchase order should be returned to: help@chest.ac.uk.

Being duly authorised I confirm, on behalf of the Institution whose details appear below (“the Participant”), that we wish to participate in the Chest Microsoft EES 2018 Education Qualified User Agreement.

Full Title of Institution

Address

.....

Title Forename Surname

Position

Department

Fax..... Telephone

Email.....

My Institution wishes to use the following Chest/Microsoft Reseller:

Note: you MUST choose a Contracted Reseller from the list displayed on the Chest website, and place orders only with your chosen Contracted Reseller or other Contracted Resellers on that list.

State PO number or state “PO not required”:

Email address to which invoice should be sent:

Period of participation

The Participant may elect to participate at any time during the period 1 November 2018 to 31 October 2020 inclusive for a period or periods of one or three years. The prices paid for Microsoft products during the period of participation will be fixed at the prices applicable at the date of Subscription Enrolment.

Please complete or tick the relevant boxes overleaf to indicate your Education Qualified User count, your choice of period of participation (this must be the same as your enrolment period with Microsoft) and the Participation Fee payable.

To be eligible to participate, Participant must employ a minimum of 100 Education Qualified Users as defined in the Microsoft Enrolment Document which is provided and managed by the Resellers.

The Fee payable by the Participant (in accordance with the Terms and Conditions set out below) is as follows. Please tick to indicate Participant's preferred option:

(1) For all eligible Participants with an Education Qualified User count **greater** than 300:

Participation Fee (single payment) for one year of participation:	£399	Tick <input type="checkbox"/>
Participation Fee (single payment) for three years participation:	£912	Tick <input type="checkbox"/>

(2) For eligible Participants with an Education Qualified User count **up to** 300 only:

Participation Fee (single payment) for one year of participation:	£268	Tick <input type="checkbox"/>
Participation Fee (single payment) for three years participation:	£612	Tick <input type="checkbox"/>

(3) For all Participants

The first Participation Fee is payable on or before the date of your first order for Microsoft products under the Agreement. Any subsequent Participation Fee is payable annually in advance of the anniversary date of your committing to participate.

Please note that after you have submitted this form then additional years' membership only require a purchase order for the relevant Fee.

The Participation Fees shown above are fixed and firm until October 2020 but may be increased for Fees due to be paid in periods of participation after October 2020. The Participation Fees specified above are exclusive of VAT which shall be payable in addition at the applicable rate.

Please indicate below the number of Education Qualified Users relating to the Participant:

Education Qualified Users for Participant (state number):	
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The Participant acknowledges that Microsoft Ireland Operations Limited ("Microsoft") and Eduserv (a company limited by guarantee with the number 3763109) ("Eduserv") have entered into the Microsoft EES 2018 Education Qualified User Agreement (as amended, modified and supplemented to the date hereof, the "Agreement") under which the Participant desires to licence software. All terms used but not defined herein will have the meanings assigned in the Agreement. A copy of the Agreement is exhibited on the Chest website.

By signing below the Participant (acting through its authorised representative) agrees to purchase licences for the use of the software, number of users and duration specified in order forms submitted pursuant to this Agreement to Participate and accepted by Eduserv, and agrees to be bound by the terms and conditions set out below.

Participant (name of Institution):	
Signature (signed for and on behalf of the Participant):	
Name of signatory (print):	
Title of signatory (print):	
Date:	

Terms and Conditions of Participation in the Chest Microsoft EES 2018 Education Qualified User Agreement

Pursuant to the terms of the Agreement, Participant is entitled to licence certain Microsoft software at preferential rates offered by Microsoft. By signing the agreement form to which these conditions are annexed, you have agreed to purchase the number and type of licences for the software (“the Software”) specified in the order form submitted pursuant to this Agreement to Participate and accepted by Eduserv (“the Order Form”). These terms and conditions set out the basis on which Participant agrees to licence that software.

All terms used but not defined in these conditions will have the meanings assigned in the Agreement or this Agreement to Participate. References to “you” mean the Participant, references to “we” or “us” mean Eduserv, and references to “this Agreement” mean the Agreement as amended or supplemented by these conditions.

1 Your obligations

You agree to comply with your obligations under the licence granted. You agree to indemnify us on demand against any costs, claims, liabilities or expenses that we may suffer or incur as a result of your failure to comply with those obligations or any act or omission by you which results in us being in breach of, or having any liability under, the Agreement. You agree to pay the initial participation fee to us and the licence fee to your reseller prior to the licence commencement date specified in the Order Form and any annual fees payable prior to each subsequent licence renewal date. The licence will not commence until you have paid the initial participation and licence fees in full. You agree to do such things and acts as we may reasonably require in order to enable or otherwise assist us to comply with our obligations under the Agreement to the extent that they relate to the licence granted to you.

2 Liability

We shall have no liability to you in respect of the operation of the Software (including in respect of its compliance with any Microsoft user documentation) or any claims that the Software or any part of it infringes the intellectual property rights of any third party.

Save as provided below, our total liability for any claim whatsoever arising under or in connection with the Agreement to Participate between us (comprising the commitment form, these terms and conditions and any documents referred to therein) shall not exceed the total participation fees paid by you to us.

We shall not be liable to you for any pure economic loss, loss of profits, loss of business, loss of data, loss of operation time, loss of any equipment or process suffered by you, loss of anticipated savings or depletion of goodwill in each case direct or indirect or consequential or any claims for any consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Agreement to Participate between us.

Nothing in these conditions shall operate to exclude or limit our liability for death or personal injury caused by our own negligence or for fraud or fraudulent misrepresentation.

3 General

The commitment form, these terms and conditions and any documents referred to therein contain the entire Agreement to Participate and understanding between us and supersede any previous agreement between us relating to the subject matter hereof. The Agreement to Participate between us shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.