Agreement Overview

Microsoft EES Education Qualified User Agreement

Microsoft

Available to purchase until 31/12/2023

Simplifying licensing of the latest software and services from Microsoft. The Microsoft Education Qualified User Agreement provides beneficial terms and prices for volume licensing of software such as Office, SharePoint, SQL Server and Exchange, operating systems like Windows Server and Windows Desktop Upgrades.

Key Facts

Benefits

- choice of one or three year enrolment
- staff and student home use included for Microsoft Office
- pricing normally available only to the largest sites
- choice of resellers - the resellers for this agreement, are all contracted on the relevant lot of the National HE/FE Framework Agreement for Software Licence Resellers (SLRA)

Licence type

Non standard licence terms and conditions.

Important dates

Agreement start date: 1 January 2021

Agreement end date: 31 December 2023

Eligible Institutions

This framework is available to Further Education, Higher Education and Sixth Form Colleges in the UK.

Agreement Details

The Chest Microsoft EES EQU Agreement provides the following benefits over and above a standard Microsoft EES EQU Agreement:

- Minimum staff EQU requirement reduced from 1,000 EQU to 100 EQU
- English law rather than Irish
- Level B pricing for all sites, which is normally available to institutions with more than 3,000 EQU (around a 7% saving on core products)

Additionally, sites committing for three years with Microsoft can access the following benefits too:

- Additional 7.5% discount for M365 A3 in year one only of your agreement, normally only available to sites with more than 10,000 EQU (please note as a quid pro quo, your first year's student use benefit will be reduced from the usual 40:1 to 24:1)
Transitional relief for sites moving from an FTE EES to an EQU EES

For sites that chose 100% M365 A5 in year one of your enrolment, an additional 14% discount will apply, 8% in year two and 5% in year three (please note as a quid pro quo, your first year’s student use benefit will be reduced from the usual 40:1 to 32:1)

For institutions that enrol with Microsoft for one year and choose 100% M365 A5 coverage, there will be an additional 5% discount from normal Level B pricing.

Chest has contracted with the resellers for this agreement under the National Framework for Software Resellers to allow all the Community to enjoy the benefits of aggregated purchasing. The resellers under the agreement and details of their pricing and value added services can be found on the Resellers tab.

Your responsibilities under this agreement are otherwise unchanged from signing an agreement directly with Microsoft. You are not jointly responsible for the actions of any other participant site.

Terms and Conditions

By completing the order form, you are agreeing to participate in the Chest Microsoft EES 2021 Education Qualified User Agreement and confirming also that you have had the opportunity to read the Agreement between Jisc Services Limited (“Jisc”) and Microsoft, which may be found on the Chest website.

One copy of the order form must be completed before any products can be ordered under the Chest Microsoft EES 2021 Education Qualified User Agreement.

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

Period of participation

The Participant may elect to participate at any time during the period 1 January 2021 to 31 December 2023 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.

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.

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 the order form then additional years’ membership only require a purchase order for the relevant Fee.

The Participation Fees are fixed and firm until December 2023 but may be increased for Fees due to be paid in periods of participation after December 2023. The Participation Fees specified are exclusive of VAT which shall be payable in addition at the applicable rate.

The Participant acknowledges that Microsoft Ireland Operations Limited (“Microsoft”) and Jisc Services Limited (a company limited by guarantee with the number 2881024) (“Jisc”) have entered into the Microsoft EES 2021 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 completing the order (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 Jisc, and agrees to be bound by the terms and conditions set out below.

Terms and Conditions of Participation in the Chest Microsoft EES 2021 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 Jisc (“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 Jisc Services Ltd (“Jisc”), 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.

Products and Pricing

This is a three year agreement running from 1 January 2021 to 31 December 2023. At whatever point you join the agreement, your contract will run for either one or three years. The advantage of choosing the three year option is that prices will be fixed for the three years.

On joining, the Chest fee is due up-front for the chosen duration (1 or 3 years).

**Participation Fees**

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<tr>
<th>Commitment Years</th>
<th>FTE Staff</th>
<th>Price £</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Year</td>
<td>300 or fewer</td>
<td>268</td>
</tr>
<tr>
<td>Commitment Years</td>
<td>FTE Staff</td>
<td>Price £</td>
</tr>
<tr>
<td>------------------</td>
<td>------------</td>
<td>---------</td>
</tr>
<tr>
<td>1 Year</td>
<td>301 or more</td>
<td>399</td>
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<tr>
<td>3 Years</td>
<td>300 or fewer</td>
<td>612</td>
</tr>
<tr>
<td>3 Years</td>
<td>301 or more</td>
<td>912</td>
</tr>
</tbody>
</table>

**Education Qualified Users**

**Education Qualified Users for Participant**

Please indicate the number of Users

Commercial in confidence

Operating address: Chest (a Jisc Enterprise), 4 Portwall Lane, Bristol. BS1 6NB email: help@chest.ac.uk tel: 0300 121 0878

Jisc (Registered Office), 4 Portwall Lane, Bristol, BS1 6NB | Charity No. 1149740 | Company No. 5747339