

## **Agreement Overview**



# Microsoft EES Education Qualified User Agreement

#### **Microsoft**

#### Available to purchase until 31/12/2026

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**

- Three year enrolment with an optional one year extension available.
- · 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 2024

Agreement end date: 31 December 2026

#### Eligible Institutions

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

## Microsoft 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:

• For sites that chose 100% M365 A5 coverage (AAD-38400) for the first time and were in the previous Jisc EES Agreement: in year one of your enrolment, an additional 12% discount will apply, 6% in year two and 5% in year three; if you choose the optional one year extension,

then the additional discount will be 3%.

To check if you qualify and to confirm your Microsoft Primary Public Customer Number which your reseller will need to place the order, contact help@chest.ac.uk

• For sites that had previously chosen 100% A5 or wish to have less than 100% A5 coverage, there is an additional discount of 5% for years 1, 2 & 3; if you choose the optional one year extension then the additional discount will be 3%

There are additional discounts available too:

For sites taking three year enrolment with 100% A3 coverage, there is a discount available for the Step Up to A5 Security:

M365 A5 Security Edu Sub Per User (PYQ-00001) Additional discount

	Year 1	Year 2	Year 3	Year 4
100% EQU coverage purchased	15%	10%	10%	5%
Less than 100% EQU purchased	10%	10%	10%	5%

(year 4 – optional one year extension after three year enrolment)

For sites taking 100% A5 coverage (AAD-38400) or 100% A3 and A5 Security Step Up (AAD-38391 and PYQ-00001), these additional discounts are available:

Item Name	Part Number	Year 1-3	Year 4
Defender Endpoint P1 Device Edu Sub	NXC-00001	45%	35%
Defender Endpoint P2 Device Edu Sub	NY1-00001	49%	40%
Azure Active Directory Premium P2 A Sub Per User	6E9-00001	19%	13%
Defender Identity Edu Sub Per User	HHL-00001	19%	13%
Defender O365 P1 Edu Sub Per User	W76-00001	19%	13%
Defender O365 P2 Edu Sub Per User	FTG-00001	23%	18%
Defender Endpoint Server Edu Sub	101-00003	15%	10%

(year 4 – optional one year extension after three year enrolment)

#### Dynamics discount

Item Name	Part Number	Years 1,2,3 & 4 discount
D365 Finance Edu Sub Per User	SFW-00001	25%
D365 Finance Attach Edu Sub to D365 Base SKU Per User	SAK-00001	25%

The combined quantity of all two products above when first ordered must be a minimum of 1% of all your EQUs.

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 2024 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 2024 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 2024 to 31 December 2026 inclusive for a period of 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.

The Participation Fees are fixed and firm until December 2026 but may be increased for Fees due to be paid in periods of participation after December 2026. 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 2024 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 2024 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 2024 to 31 December 2026. At whatever point you join the agreement, your contract will run for three years. The Participation Fee will be fixed for the three years.

On joining, the Chest fee is due up-front for the full three-year duration

Payment terms are shown on the How to Join this Agreement tab.

Chest is an Enterprise of Jisc. All Purchase orders must be made out to Jisc Services Ltd., 4 Portwall Lane, Bristol, BS1 6NB to cover all charges plus VAT.

#### **Education Qualified Users**

The Chest Fee depends on your staff Education Qualified Users number when you join the agreement

#### **Education Qualified Users for Participant**

Please indicate the number of Users

#### **Participation Fees**

Participation Fee (single payment) for three years participation

Staff EQU	Commitment	Price
300 or fewer	3 Years	£612.00
301 or more	3 Years	£912.00

#### 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