

4C OFFSHORE - PRODUCT ORDER FORM AND LICENSE AGREEMENT

(a) Contact Details

Delivery Contact Name	
Company/Organisation	Department for International Trade,
Address	Old Admiralty Building, London, SW1A 2BL
Country	UK
Telephone	
Email	
Invoice Contact Name	
Invoice Email Address	
Company VAT Number	NA

(b) Ordered Items


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This Order Form along with each Annex to it is our complete agreement and supersedes any previous agreement. Defined terms are in Section 11 below and as additionally specified in any Schedules, appendices, and annexes thereto. You may accept these terms by signing below, or by clicking “I agree” if you are reviewing this Licence electronically. Use of Licensor’s Service also constitutes Buyer’s acceptance of these terms. If there are any conflicts between the terms of this Licence and the terms of any included Annex thereto, the terms of this License shall take precedence.

Summary of Terms and Conditions

- Subscriber(s) is(are) not permitted to share log in details, raw data or subscription documents with any other person within or outside of the organisation
- We encourage subscribers to make their own analyses from this data, and allow for graphs/ sections of data to be used internally e.g. board meeting whereby our data has assisted subscriber's analysis and needs to use our data as evidence for this
- New customer's payment in advance, existing customers 14 day payment terms.
- Log in details / subscription documents are released upon payment

(c) 4C Contact Details

Company	4C Offshore Limited.
Company Number	06955052
VAT Number	974072113
Address (Registered Address)	Orbis Energy Centre, Wilde Street, Lowestoft, NR32 1XH, United Kingdom
Tel.	+44 (0)1502 307037
	

License Terms/Terms of Use

THIS SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU ("BUYER"), AND 4C OFFSHORE LTD ("SELLER"). Buyer's receipt and use of any of the information provided by seller to buyer "products" are covered by either this agreement or the written agreement between the parties, according to section 4 below.

1. PRODUCTS.

The Products are protected by United Kingdom and international copyright law and, except as set forth in Section 2, shall not be modified, reproduced, distributed, resold, transmitted, displayed, published, performed, broadcast or in any way exploited in whole or in part without the prior written permission of SELLER. BUYER shall not be authorised to alter or remove any trademark, copyright or other notice from copies of the Products.

All Products which the BUYER purchases, either as a one-off or subscription basis may be copied for personal use only, provided that BUYER maintains all copyright and other notices contained therein. Copying or storing for other than personal, noncommercial use is expressly prohibited without prior written permission from SELLER.

If the BUYER uses the products to provide market analysis to third parties, the SELLER must be fully cited as the data source. Raw data may not be supplied to third parties.

2. GRANT OF LICENCE.

SELLER grants to BUYER a limited, non-exclusive, non-transferable, revocable, time limited license(s) to use the products and services for BUYER's internal business purposes only. All other rights are reserved to SELLER.

BUYER shall not rent, lease, sell, sublicense, assign, distribute or otherwise transfer the products and services or access to services thereto, including any printed materials. BUYER may not reverse engineer, decompile, or disassemble the Products except to the extent that this restriction is expressly prohibited by applicable law. SELLER and its suppliers shall retain title and all ownership rights to the Products.

3. PRICES/TERM OF AGREEMENT.

SELLER reserves the right to change the price for the Products on an annual basis and all price changes shall become effective with the beginning of the next term. The term of this Agreement shall commence on the Effective Date and shall continue for one year from the date of this Agreement.

4. CONFLICT BETWEEN THIS AGREEMENT, TERMS OF USE AND WRITTEN AGREEMENTS.

In the event that BUYER has executed a written agreement, the terms and conditions of such written agreement shall control over this Agreement and the Terms of Use to the extent of conflict. Otherwise, the Terms of Use shall control over the terms of this Agreement to the extent of any conflict.

5. DISCLAIMER OF WARRANTIES.

SELLER will use commercial efforts to obtain and provide quality information in the Products, notwithstanding the above, SELLER neither represents nor endorses the accuracy or reliability of any portion of the Products or the information contained therein. BUYER acknowledges that any reliance upon any portion of the Products is at BUYER's sole risk. To the maximum extent permitted by applicable law, the products are distributed on an "as is" basis without warranties of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability, non-infringement or fitness for a particular purpose. Buyer hereby acknowledges that use of the products is at its sole risk.

6. LIMITATION OF LIABILITIES.

In no event shall seller or its suppliers be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of this agreement or the use of or inability to use the products, even if seller has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to buyer. The terms and provisions of the United Nations convention on contracts for international sales of goods are hereby expressly excluded. Notwithstanding any other provision in this agreement to the contrary, seller shall not be liable to buyer in an amount that exceeds the amount received by seller from buyer over the past six months for the products under which the claim arises, whether such claim arises under a theory of negligence, tort, intentional misconduct, strict liability, contract, or otherwise, and even if such damages were foreseeable or seller was advised of the possibility of such damages.

7. LIMITATION OF ACTIONS.

BUYER agrees that any cause of action arising out of or related to the Products or this Agreement must commence within one (1) year from the date the cause of action arose; otherwise, such cause of action is permanently barred.

8. BUYER DISPUTE RESOLUTION.

In the event of a dispute with the BUYER the following terms and conditions shall control. Should any dispute arise relating to this Agreement between the parties, the parties shall seek to settle these differences amicably. If no resolution is reached within ten (10) business days after the senior representatives of the parties meet to discuss the dispute, then either party desiring to pursue its remedies under this Agreement shall request arbitration by delivery of written notice to the other party. Such disputes shall be submitted to final and binding arbitration before the London International Court of Arbitration (the "LCIA") in accordance with the Arbitration Rules of the LCIA. The governing law of the contract shall be the substantive law of England. The Arbitration Tribunal shall consist of three (3) arbitrators. BUYER shall appoint one arbitrator and SELLER shall appoint one arbitrator. The two (2) arbitrators thus appointed shall appoint the third arbitrator, who shall serve as the presiding officer of the Arbitration Tribunal. If a party fails to appoint its arbitrator within thirty (30) days of the receipt of a written request from a party for arbitration, such arbitrator shall be appointed by the President of the LCIA. If the two arbitrators thus appointed fail to agree on the appointment of the third arbitrator within thirty (30) days of the appointment of the second arbitrator and if the parties do not otherwise agree, the President of the LCIA shall appoint the third arbitrator. The third arbitrator shall be the presiding arbitrator on the Arbitration Tribunal. The arbitration shall be conducted in the English language and shall take place under the auspices of and in the offices of the LCIA in London, England. The Arbitration Tribunal shall decide by majority vote on points of substance, law and otherwise; provided, however, that in the event a majority cannot be formed, the third arbitrator shall make the final decision. All decisions of the Arbitration Tribunal shall be rendered in the English language and shall be final and binding on the parties and may be entered against them in a court of competent jurisdiction. The Arbitration Tribunal shall determine the costs of arbitration in its awards, and such costs shall be allocated between the parties as determined by the Arbitration Tribunal. The parties agree that any judgment rendered under this Agreement against the party in fault may be executed against its funds (assets) in any jurisdiction. By its acceptance of this Agreement, the parties hereby irrevocably submit to the non-exclusive jurisdiction of the appropriate courts in England or any other jurisdictions in any legal action or proceeding relating to such execution of judgment. The parties hereby irrevocably waive any objection they may have to any suit, action or proceeding arising out of or relating to the enforcement of an arbitration judgment under this Agreement, whether brought in any jurisdiction in which it has funds (assets), and hereby further irrevocably waive any claim that any such suit, action or proceeding brought in any jurisdiction has been brought in any inconvenient forum. Further, if a party seeks any equitable remedies (including injunctive relief), it shall not be precluded or prevented from seeking its remedies at law through arbitration under this Agreement, nor shall it be deemed to have made an election of remedies.

9. ENTIRE AGREEMENT.

This Agreement, along with the Buyer Order Form and other Annexes, constitutes the complete and exclusive agreement between SELLER and BUYER with respect to the subject matter

hereof, and supersedes all prior oral or written understandings, communications, or agreements not specifically incorporated herein. This Agreement may not be modified except in writing duly signed by an authorized representative of SELLER and BUYER. Where any conflicts exist between this Order Form and the Buyer's Order Form and other Annexes, the terms of this Order Form shall have precedence.

10. ASSIGNMENT.

BUYER shall not assign or sublicense the licence or this Agreement and any attempt to do so shall be void and shall result in the immediate and automatic termination of this Agreement and the included license. For purposes of this provision, assignment shall include any change of control of BUYER, merger, or consolidation of BUYER, even if BUYER is the surviving entity. Only BUYER staff and staff from government departments working on the Global Supply Chains Intelligence Pilot shall use this data.

11. PAYMENT TERMS.

Products must be paid in full, within 30 days of submitting an invoice bearing a valid Purchase Order number. Renewal of subscriptions are only made on the explicit request of the BUYER. Payment terms are 30 days from date of invoice. Should payment not be received within 30 days, without written agreement from the SELLER, the SELLER reserves the right to impose a late payment penalty of £30, and will also incur interest at a rate equivalent to the Bank of England base rate plus 8% in line with the Government's late payment legislation.

Annex 1 – DIT Order Form



Old Admiralty Building, London, SW1A 2BL

4C Offshore Ltd.
Orbis Energy Centre, Wilde Street,
Lowestoft, Suffolk, NR32 1XH
United Kingdom

Date: 18 March, 2022
Your ref: -
Our ref: Project_1582

Dear Sirs,

Supply of Global Offshore Wind Farm Intelligence Dataset for 12 months

Contract for Data Sets from 4C Offshore

Following your proposal for the supply of the above-mentioned data sets to The Department for International Trade, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between The Department for International Trade for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to [REDACTED] at the above address within seven days from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.



Yours faithfully,

Order Form

1. Contract Reference	<i>Project_1582</i>	
2. Date	<i>18 March, 2022</i>	
3. Buyer	Department for International Trade, Old Admiralty Building, London, SW1A 2BL	
4. Supplier	4C Offshore Limited Orbis Energy Centre, Wilde Street, Lowestoft, NR32 1XH, United Kingdom	
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between any of these Annexes and the 4C Offshore Order Form above, the latter shall prevail.</p>	
6. Deliverables	Services Deliverables	The data set described B) Ordered Items in the 4C Offshore Order Form and License Agreement.
	Delivery	Delivery of Data Sets shall be after the signing of this contract and at the latest within 10 days from the Buyer notifying the Supplier that the Supplier has passed the Data Governance Checks.
7. Specification	The data set described in B) Ordered Items in the 4C Offshore Order Form and License Agreement.	
8. Term	The Term shall commence upon signature of contract and the Expiry Date shall be 17 th March 2023 unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.	
9. Charges	The charges described in B) Ordered Items in the 4C Offshore Order Form and License Agreement.	
10. Payment	All invoices must be sent, quoting a valid purchase order number (PO Number), to:	

	<p>UKTIPR- UK Trade & Investment c/o UK SBS, Queensway House West Precinct Billingham TS23 2NF</p> <p>[REDACTED]</p> <p>Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to</p> <p>[REDACTED] or</p>
<p>11. Address notices for</p>	<p>Buyer:</p> <p>Department for International Trade, Old Admiralty Building, London, SW1A 2BL</p> <p>[REDACTED]</p> <p>Supplier: Orbis Energy Centre, Wilde Street, Lowestoft, NR32 1XH, United Kingdom</p>
<p>12. Key Personnel</p>	<p>[REDACTED]</p>

13.	

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
Name: 	Name: 
Date: 	Date: 
Signature: 	Signature: 

Authorised Processing Template

Contract:	REF Proj_ 1582 Data sets
Date:	18/3/2022
Description Of Authorised Processing	Details
Subject matter of the processing	Staff names and email addresses for those participating in the Global Supply Chains Intelligence Pilot and who may have contact with staff from the other party, or for
Duration of the processing	Twelve months (March 2022 – March 2023)
Nature and purposes of the processing	Some participants' names and emails may be shared for communication purposes, and for credentialing purposes, if desired.
Type of Personal Data	Names, business title, and business email addresses and phone numbers
Categories of Data Subject	Employees (Buyer and Supplier employees)

Annex 2 - Short form Terms

1. Definitions used in the Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contract"	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing the Order Form and includes the Order Form and Annexes;
"Controller"	has the meaning given to it in the GDPR;
"Buyer"	means the person identified in the letterhead of the Order Form;
"Date Delivery"	of means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"Data Governance Check"	means the check being undertaken by the Buyer's data governance team to determine whether data protection legislation is being followed and the data is being transferred securely and does not pose a cybersecurity threat.

"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deliver"	means hand over the Deliverables to the Buyer in the form and location agreed and by the date specified in the Order Form. Delivered and Delivery shall be construed accordingly;
"Deliverable(s)" "Existing IPR"	Goods and/or Services that are ordered under the Contract; any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and

"GDPR"	iii) any failure of delay caused by a lack of funds; the General Data Protection Regulation (Regulation (EU) 2016/679);
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"New IPR"	all new intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR even if incorporated in the New IPR;
"Order Form"	means the letter from the Buyer to the Supplier printed above these terms and conditions;
"Partner Department(s)"	means the government department(s) which are participating in the Global Supply Chains Intelligence Pilot including BEIS, ONS, HMRC, DIT, UKEF, and Cabinet Office;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;

"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Purchase Order Number"	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Term"	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended by mutual agreement or terminated in accordance with the terms and conditions of the Contract;
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is

"VAT"	available online at: https://www.privacyshield.gov/list ; means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and
- 2.7 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

3. How the Contract works

- 3.1 The Order Form in Annex 1 is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract. Where any terms in the Annexes conflict with the terms of the 4C Offshore Order Form and License Agreement, the latter shall prevail.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its offer and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.

4.2 Deliverables clauses

- (a) The Supplier must make available the Deliverables on the date and in the specified form and location.
- (b) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Deliverables.
- (c) The Buyer can cancel any order or part order of Deliverables which has not been delivered.
- (d) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Deliverables unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent.

4.3 Services clauses

- (a) Late delivery of the Services will be a default of the Contract.
- (b) The Supplier must co-operate with the Buyer on all reasonable aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.
- (c) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (d) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality.
- (e) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice;
- (b) include all costs connected with the supply of Deliverables.

- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

- 5.4 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Deliverables which have been delivered (if any).
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

6. The Buyer's obligations to the Supplier

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
 - (a) the Buyer cannot terminate the Contract under clause 11;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - (c) the Supplier is entitled to additional time needed to deliver the Deliverables;
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
 - (a) gives notice to the Buyer within 10 Working Days of becoming aware;
 - (b) demonstrates that the failure happened because of the Buyer Cause;
 - (c) mitigated, to the extent reasonably possible, the impact of the Buyer Cause.

7. Record keeping and reporting

- 7.1 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.
- 7.2 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must promptly:
 - (a) tell the Buyer and give reasons;
 - (b) propose corrective action;
 - (c) provide a deadline for completing the corrective action.

8. Supplier staff

- 8.1 The Supplier Staff involved in the performance of the Contract must:
 - (a) be appropriately trained and qualified;

- (b) be vetted using Good Industry Practice and if they have access to Buyer systems, they should have at least BPSS clearance and SC clearance if requested by Buyer.

- 8.2 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

9. Rights and protection

- 9.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform the Contract;
 - (b) the Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
 - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
 - (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
 - (g) it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
 - (b) non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must promptly notify the Buyer.

10. Intellectual Property Rights (IPRs)

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, royalty-free, non-transferable worldwide licence to use, change and sub-license (to Partner Departments only) the Supplier's Existing IPR to enable it and its Partner Departments to both:
- (a) receive and use the Deliverables;
 - (b) use the New IPR in connection with the Global Supply Chain Pilot Project.

- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract.
- 10.3 Buyer agrees to assume sole responsible for the security of any passwords, security measures and other login details issued by the Supplier to Authorised User(s) for accessing the Deliverables.
- 10.4 Buyer shall ensure the Deliverables are used in compliance with the terms of the Agreement and in compliance with all applicable laws and regulations for the duration of the agreement. Upon termination Buyer shall delete all Supplier IPR from its own and any Partner Department systems.
- 10.5 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract, it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.6 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.
- 10.7 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim, providing that the Buyer gives prompt written notice of the claim to Supplier, tenders the defence to the Supplier, and cooperates with Supplier in the defence.
- 10.8 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;
 - (b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

- 11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 When the Buyer can end the Contract

- (a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
 - (i) there's a Supplier Insolvency Event;

- (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
- (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- (iv) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them;
- (v) the Buyer notifying the Supplier that it has failed to pass the Data Governance Check.

11.3 What happens if the Contract ends

Where the Buyer terminates the Contract under clause 11.2(a) all of the following apply:

- (a) the Buyer's payment obligations under the terminated Contract stop immediately with the exception of any undisputed invoices for Deliverables that have been Delivered by the Supplier which remain unpaid on the date of termination ;
- (b) accumulated rights of the Parties are not affected;
- (c) the Supplier must promptly delete or return the Government Data except where required to retain copies by law and except where backed up for disaster recovery by Supplier's automated systems in a form that is rendered inaccessible in the normal course of business;
- (d) the following clauses survive the termination of the Contract: 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any clauses which are expressly or by implication intended to continue.

11.4 When the Supplier can end the Contract

- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.4(a):
 - (i) the Buyer must pay all outstanding charges incurred to the Supplier within 30 days;
 - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.

12.2 No Party is liable to the other for:

- (a) any indirect losses;
 - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
 - (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (c) any liability that cannot be excluded or limited by law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2, 8.5, 9.3, or 10.5.
- 12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the law

- 13.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
 - (a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
 - (b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
 - (c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
 - (d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.
- 13.3 The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
- 13.4 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

- 13.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
- 13.6 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).
- 13.7 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.
- 13.8 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
- 13.9 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event.
- 13.10 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 13.11 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
- (a) are aware of and comply with the Supplier's duties under this clause 11;
 - (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
 - (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 13.12 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:
- (a) it has obtained prior written consent of the Buyer;
 - (b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
 - (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
 - (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and

- (f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.

13.13 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

- (a) notify the Buyer in writing of the intended Subprocessor and processing;
- (b) obtain the written consent of the Buyer;
- (c) enter into a written contract with the Subprocessor so that this clause 13 applies to the Subprocessor;
- (d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.

13.14 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

13.15 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

14. What you must keep confidential

14.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

14.2 In spite of clause 14.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

14.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the

Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

- 14.4 The Buyer may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - (b) on a confidential basis to any other Central Government Body.
 - (c) if the Buyer (acting reasonably) considers disclosure necessary to fulfil any legal requirement;
 - (d) where requested by Parliament;
 - (e) under clause 15.
- 14.5 For the purposes of clauses 14.2 to 14.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 14.
- 14.6 Information which is exempt from disclosure by clause 15 is not Confidential Information.
- 14.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

15. When you can share information

- 15.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 15.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- (a) comply with any Freedom of Information Act (FOIA) request;
 - (b) comply with any Environmental Information Regulations (EIR) request.
- 15.3 The Buyer may talk to the Supplier to help it decide whether to publish information under clause 15. However, the extent, content and format of the disclosure is the Buyer's decision, based on the legal requirements in 15.2.

16. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

17. No other terms apply

The provisions incorporated into the Contract, including all Annexes, are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply. If there are any conflicts between the terms of the Licence and the terms of any included Annex thereto, the terms of this Licence shall take precedence.

18. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

19. Circumstances beyond your control

- 19.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- (a) provides written notice to the other Party;
 - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 19.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
- 19.3 Where a Party terminates under clause 19.2:
- (a) each party must cover its own losses;
 - (b) clause 11.5(b) to 11.5(g) applies.

20. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

21. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

22. Transferring responsibilities

- 22.1 The Supplier cannot assign the Contract without the Buyer's written consent.

23. Changing the contract

- 23.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

24. How to communicate about the contract

- 24.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working

Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

24.2 Notices to the Buyer or Supplier must be sent to their address in the Order Form.

24.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

25. Preventing fraud, bribery and corruption

25.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

25.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 25.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

25.3 If the Supplier or the Staff engages in conduct prohibited by clause 25.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

26. Equality, diversity and human rights

26.1 The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
- (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

26.2 The Supplier must take all necessary steps, and inform the Buyer, on request, of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

27. Health and safety

- 27.1 The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable law regarding health and safety;

28. Tax

- 28.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 28.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;

29. Conflict of interest

- 29.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.
- 29.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.
- 29.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

30. Reporting a breach of the contract

- 30.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law, clause 13.1, or clauses 25 to 29.
- 30.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 30.1.

31. Resolving disputes

- 31.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

- 31.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 31.3 to 31.5.
- 31.3 Unless the Buyer refers the dispute to arbitration using clause 31.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the dispute;
 - (b) grant interim remedies;
 - (c) grant any other provisional or protective relief.

32. Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.