

AGREEMENT

SUPPLY OF RESEARCH SERVICES

CONTRACT DETAILS

DATE: Tuesday 27th July

Customer:	Care Quality Commission
Customer's address:	Citygate Gallowgate Newcastle Upon Tyne NE1 4PA
Customer's representative:	[REDACTED]
Finance contact (for invoices):	Care Quality Commission T70 Payables F175 Phoenix House 8 Page Topcliffe Lane Wakefield West Yorkshire WF3 1WE
Services:	Research, recruitment, software services and analysis and reporting consultancy as further detailed in Schedules 1,2 and 3.
Term:	Contract term - for duration of project Payment terms - 15% upfront (on commissioning) and 85% on sign off of final deliverables.
Schedules:	Schedule 1 – Software Services Schedule 2 – Research and Recruitment Services Schedule 3 – Consultancy Services Schedule 4 – Proposal

1. This Contract is made up of the following:

(a) The Contract Details.

(b) The Conditions.

(c) The Schedules specified in the Contract Details.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

The Customer and the Supplier agree to comply with the terms of this Contract.

<p>On behalf of the Care Quality Commission</p> <p>Signature: [REDACTED]</p> <p>Name: [REDACTED]</p>	<p>On behalf of Versiti (a division of Youmeus Limited):</p> <p>Signature: [REDACTED]</p> <p>Name: [REDACTED]</p>
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Private & Confidential

Versiti is a division of Youmeus Limited,
Registered company number 6167745. Registered office 20-22 Wenlock Road, London N1 7NA

Title: Deputy Chief Inspector	Title: Director of Research
Date: 5 August 2021	Date: Tuesday 27 th July 2021

VERSITI: TERMS & CONDITIONS

1 INTERPRETATION

1.1 Definitions:

Applicable Laws: means all national, supranational, foreign or local laws (including case law), legislation, European regulations, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities which have the force of law in effect from time to time;

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services, Software and Deliverables

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Charges: the charges payable by the Customer for the supply of the Services by the Supplier, as set out in the Contract Details and the Proposal in Schedule 4;

Commencement Date: as defined in clause 3;

Conditions: these terms and conditions set out in clause 1 (Interpretation) to clause 16 (General) (inclusive);

Consultancy Services: the services described in Schedule 3;

Contract: the contract between the Customer and the Supplier for the supply of the Services in accordance with the Contract Details, these Conditions and the Schedules;

Contract Details: the details of the Contract set out on the first page of this Contract;

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;

Customer Data: the data inputted by the Customer, Authorised Users, the Participants or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services;

Customer Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier;

Customer Representative: the Customer's authorised representative whose details are set out in the Contract Details;

Data Protection Legislation:

means:

- (a) the Data Protection Act 2018; and
- (b) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations, and secondary legislation, for so long as the GDPR is effective in the UK; and
- (c) any successor legislation to the Data Protection Act 2018 and the GDPR.

(d) the Privacy and Electronic Communications (EC Directive) Regulations 2003

Deliverables: all documents and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts), as detailed in Schedule 3 or the Proposal;

Developed Work: as defined in clause 8.2;

Intellectual Property Rights or IPRs: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Open-Source Software: open-source software as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>);

Participants: a research respondent recruited to take part in research managed by the supplier ;

Pre-Existing Rights: as defined in clause 8.4;

Proposal: the details and specification, including the timetable and responsibilities for the provision of the Services and the Deliverables, as set out in Schedule 4;

Representatives: the Supplier Representative and the Customer Representative;

Research and Recruitment Services: the services described in Schedule 2;

Services: the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract, as set out in the Contract Details and comprising (as appropriate);

- (a) Software Services (clause 6 and Schedule 1);
- (b) Research and Recruitment Services (clause 7 and Schedule 2);
- (c) Consultancy Services (clause 8 and Schedule 3); and/or
- (d) any other services that the Supplier agrees to provide to the Customer as set out in the Proposal.

Software: any software, being Together or Tandem, or any other software as notified by the Supplier (but excluding the Source Code), to which access is provided by the Supplier to the Customer for the provision of the Services, details of which are as specified in the Contract Details;

Software Services: the services described in Schedule 1;

Source Code: the source code of the Software;

Staff: any agents, subcontractors, consultants and/or employees of either party;

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier to the Customer and used directly or indirectly in the supply of the Services including any such items specified in Schedule 4 but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer;

Supplier IPRs: all Intellectual Property Rights subsisting in the Software, the Source Code and the Deliverables, excluding any Customer Materials incorporated in them;

Supplier Policies: the Supplier's policies and codes notified by the Supplier to the Customer from time to time, including but not limited to its Fair Use Policy governing the use of the Software in relation to bandwidth and/or data storage as set out in Schedule 5;

Supplier Representative: the Supplier's authorised representative whose details are set out in the Contract Details;

Term: the duration of the Contract, as set out in the Contract Details and Schedule 4.

1.2 INTERPRETATION:

1.2.1 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

1.2.2 Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.

1.2.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.4 A reference to **writing** or **written** includes email.

2 BASIS OF CONTRACT

The Contract will be subject to these Conditions to the exclusion of all other terms and conditions including any terms or conditions which the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3 COMMENCEMENT AND TERM

The Contract shall commence on the date when it has been signed by both parties ("**Commencement Date**") and shall continue, unless terminated earlier in accordance with clause 14 (Termination) or any other term of this Contract, until the expiry of the Term. The parties may agree in writing to extend the Term in the event that the Services have not yet been completed.

4 SUPPLY OF SERVICES

4.1 The Supplier shall supply the Services to the Customer from the Commencement Date.

4.2 In supplying the Services, the Supplier shall:

4.2.1 use reasonable endeavours to perform the Services with reasonable care and skill;

4.2.2 use reasonable endeavours to perform the Services in accordance with the service description set out in Schedule 4;

4.2.3 observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Customer's premises and have been communicated to the Supplier, provided that the Supplier shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract;

- 4.2.4** comply with all Applicable Laws, provided that the Supplier shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract; and
- 4.2.5** take reasonable care of all Customer Materials in its possession and make them available for collection by the Customer on reasonable notice and request, always provided that the Supplier may destroy the Customer Materials if the Customer fails to collect the Customer Materials within a reasonable period after termination of the Contract.

5 CUSTOMER OBLIGATIONS

5.1 The Customer shall:

- 5.1.1** co-operate with the Supplier in all matters relating to the Services and the Contract;
- 5.1.2** provide, for the Supplier and its Staff in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as required by the Supplier or any of its Staff in order to provide the Services ;
- 5.1.3** provide, in a timely manner, such information, documentation, materials, data and assistance as the Supplier may require, including Customer Materials, and ensure that they are sufficient (in the Supplier's sole discretion) to enable the Supplier to provide the Services and otherwise comply with its obligations under the Contract;
- 5.1.4** comply with the Supplier Policies;
- 5.1.5** carry out all other Customer responsibilities set out in this Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 5.1.6** ensure that any Authorised Users use the Services and the Deliverables in accordance with the terms and conditions of this Contract and shall be responsible for any Authorised User's breach of this Contract;
- 5.1.7** obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Contract, including without limitation the Services;
- 5.1.8** keep, maintain and insure the Supplier's Equipment in good condition and in accordance with the Supplier's instructions from time to time and shall not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation;
- 5.1.9** ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- 5.1.10** be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

5.2 The Customer warrants that all information, documentation, materials and data, including the Customer Materials, that it provides to the Supplier under the Contract are complete and accurate.

5.3 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its Staff, Authorised Users or its end-clients (if applicable), the Supplier shall:

- 5.3.1** not be liable for any costs, charges or losses sustained or incurred by the Customer or any third party that arise directly or indirectly from such prevention or delay;
- 5.3.2** be entitled to payment of the Charges despite any such prevention or delay; and
- 5.3.3** be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.

6 SOFTWARE SERVICES

- 6.1** Where the Supplier is providing Software Services to the Customer, the Supplier shall provide such services to the Customer in accordance with Schedule 1 in all material respects.
- 6.2** The Supplier grants to the Customer a fully paid-up, non-exclusive, royalty-free, non-transferable licence for the term of the Contract to use the Software in object code form for the purposes of receiving and using the Services and the Deliverables.
- 6.3** Except as otherwise expressly provided in this Contract, the Software and any Open-Source Software is provided “as is”, “where is” and “as available”. The Customer acknowledges that the Supplier has not and does not warrant or guarantee the performance of the Software or the Open-Source Software, or any aspect or portion thereof including, but not limited to, warranties of merchantability, fitness for any particular purpose, title and non-infringement. Without limiting the foregoing, the Supplier makes no warranties, representations or endorsements, whether express, implied or statutory, regarding any merchandise, information, products or services provided through the internet or any other network. Furthermore, the Supplier hereby disclaims that the Software or any Open-Source Software, or any equipment, products or services provided under this Contract will be uninterrupted or error free or that certain results may be obtained by anyone in connection with their use.
- 6.4** For the avoidance of doubt, the Customer shall not have access to, or have any licence or right to use, the Source Code.
- 6.5** Only Authorised Persons shall be permitted to access and use the Software in accordance with the terms of this Contract.
- 6.6** The Customer shall not (and shall procure that Authorised Users shall not) access, store, distribute or transmit any viruses, or any material during the course of its or their use of the Services that:
 - 6.6.1** is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 6.6.2** facilitates illegal activity;
 - 6.6.3** depicts sexually explicit images;
 - 6.6.4** promotes unlawful violence;
 - 6.6.5** is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 6.6.6** is otherwise illegal or causes damage or injury to any person or property;and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's (or the relevant Authorised User's) access to any material that breaches the provisions of this clause.
- 6.7** The Customer shall not (and shall procure that any Authorised User shall not):

6.7.1 except as may be allowed by any Applicable Laws which are incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

6.7.2 access all or any part of the Services in order to build a product or service which competes with the Services.

6.8 The Customer shall use its best endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify the Supplier in writing.

6.9 The rights provided under this clause 6 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

6.10 This clause 6 shall survive termination of the Contract.

7 RESEARCH AND RECRUITMENT SERVICES

7.1 Where the Supplier is providing Research and Recruitment Services to the Customer, the Supplier shall provide such services to the Customer in accordance with Schedule 2 in all material respects.

7.2 When recruitment and incentives form part of the Services, the Supplier reserves the right to invoice 100% of recruitment costs and 50% of incentive costs in advance and not commence fieldwork until payment of the invoices has been received, unless otherwise agreed in writing or in the Proposal.

7.3 In the event that the Supplier undertakes group discussions for qualitative research in respect of the Services, unless otherwise specified in the Proposal, the Customer agrees that whilst eight (8) people are the generally accepted number, the Customer will accept a minimum of six (6) people without any adjustment being made to the Charges payable in respect of such Services. For all other qualitative research, the Customer acknowledges that the Supplier has fulfilled its obligations if not less than ninety five percent (95%) of the sample agreed between the parties in writing has been recruited.

8 CONSULTANCY SERVICES

8.1 Where the Supplier is providing Consultancy Services to the Customer, the Customer engages the Supplier and the Supplier hereby agrees to provide the Consultancy Services and the Deliverables in accordance with and subject to the terms and conditions of this Contract and, in particular, Schedule 3.

8.2 Subject to clause 8.4, all Intellectual Property Rights in any work of whatsoever nature which is produced for, on behalf of or at the request of the Customer pursuant to this Contract including the Deliverables (together the "**Developed Work**"), together with any and all renewals, reversions and extensions thereof, will immediately vest in the Customer and the Supplier hereby assigns with full title guarantee such Intellectual Property Rights to the Customer. Where applicable such assignment shall take effect as an assignment of future copyright as defined in section 91 of the Copyright, Designs and Patents Act 1988.

8.3 If by the operation of law an assignment of the Intellectual Property Rights in the Developed Works is not possible, the Supplier hereby grants to the Customer an irrevocable perpetual exclusive world-wide royalty-free licence to use, modify, commercialise and otherwise exploit in any manner such Intellectual Property Rights, including the right to sub-license and assign any or all of such rights.

8.4 Where any Developed Work produced by the Supplier pursuant to this Contract is subject to Intellectual Property Rights that are controlled by the Supplier as at the date of this Contract (the “**Pre-Existing Rights**”), then the Supplier will retain ownership of such Pre-Existing Rights, but hereby grants to the Customer a non-exclusive, irrevocable, royalty-free licence to use such Pre-Existing Rights in any way whatsoever to facilitate and/or enable the use of the Developed Work and, for this purpose, to sub-licence such Pre-Existing Rights to third parties.

8.5 The Customer shall retain ownership of and title to (i) all Intellectual Property Rights; and (ii) all and any other right, title or interest in all documents, materials, or other information which constitute its pre-existing proprietary rights or works. The Supplier may not use such Intellectual Property Rights without the prior written consent of the Customer.

9 CHARGES AND PAYMENT

9.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 9.

9.2 All amounts payable by the Customer exclude amounts in respect of value added tax (“**VAT**”), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

9.3 The Supplier shall submit invoices for the Charges plus VAT if applicable to the Customer at the intervals specified in Schedule 4.

9.4 The Customer shall pay each invoice due and submitted to it by the Supplier within 30 days of the date of the invoice by BACS to a bank account nominated in writing by the Supplier, unless specified in the Proposal and/or Schedule 4 that invoices for recruitment services are required to be paid in advance.

9.5 If the Customer fails to make any payment due to the Supplier under the this clause 9 by the due date for payment, then, without limiting the Supplier's remedies under clause 14 (Termination):

9.5.1 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. The Customer shall pay the interest together with the overdue amount; and

9.5.2 the Supplier may suspend all Services until payment has been made in full.

9.6 All amounts due under the Contract from the Customer to the Supplier shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.7 The Charges exclude general expenses including but not limited to the cost of subsistence, travelling, printing and couriers and any other ancillary expenses reasonably incurred by the Supplier in connection with the Services. The Supplier shall include such expenses in any invoices submitted to the Customer.

10 NON-SOLICITATION

10.1 The Customer shall not, without the prior written consent of the Supplier, at any time from the date of this Contract to the expiry of 12 months after the termination or expiry of this Contract, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.

10.2 Any consent given by the Supplier in accordance with clause 10.1 shall be subject to the Customer paying to the Supplier a sum equivalent to 20% of the then current annual remuneration (including any bonus or other

pecuniary incentive) of the Supplier's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

11 CHANGE CONTROL

- 11.1** If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.
- 11.2** If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:
- 11.2.1** the likely time required to implement the change;
 - 11.2.2** any variations to the Charges arising from the change;
 - 11.2.3** any other impact of the change on the terms of this Contract
- 11.3** Neither party shall unreasonably withhold or delay consent to a requested change to the Services by the other party.
- 11.4** If either party wishes the other party to proceed with the relevant change referred to in clause 11.3, the Supplier has no obligation to do so unless and until the parties have agreed in writing the necessary variations to the Charges, the Proposal and any other relevant terms of this Contract to take account of the change.

12 INTELLECTUAL PROPERTY

- 12.1** Unless as otherwise stated in this Contract or agreed by the Supplier in writing, in relation to the Supplier IPR:
- 12.1.1** the Supplier and its licensors shall retain ownership of all Supplier IPRs;
 - 12.1.2** the Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Contract to copy and modify the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Services and the Deliverables in its business; and
 - 12.1.3** the Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 12.1.2 without the prior written consent of the Supplier.
- 12.2** In relation to the Customer Materials, the Customer:
- 12.2.1** and its licensors shall retain ownership of all IPRs in the Customer Materials; and
 - 12.2.2** grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this Contract for the purpose of providing the Services to the Customer.
- 12.3** The Customer shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct or indirect losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim brought against the Supplier for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Customer Materials by the Supplier.
- 12.4** The Supplier shall be entitled to mine the Customer Data and the Deliverables in an aggregate form with any other data collected by the Supplier for internal and commercial purposes without obtaining previous consent from the Customer.

12.5 This clause 12 shall survive termination of the Contract.

13 LIMITATION OF LIABILITY

13.1 Nothing in the Contract shall limit or exclude the Supplier's liability for:

13.1.1 death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;

13.1.2 fraud or fraudulent misrepresentation;

13.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

13.1.4 any other liability which cannot be limited or excluded by Applicable Laws.

13.2 Subject to clause 13.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

13.2.1 loss of profits;

13.2.2 loss of sales or business;

13.2.3 loss of agreements or contracts;

13.2.4 loss of anticipated savings;

13.2.5 loss of use or corruption of software, data or information;

13.2.6 loss of or damage to goodwill; and

13.2.7 any indirect or consequential loss.

13.3 Subject to clause 13.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to £1 million

13.4 The conditions implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

14 TERMINATION

14.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:

14.1.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

14.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

14.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

14.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

14.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or

14.2.2 there is a change of control of the Customer.

14.3 On termination of the Contract for whatever reason:

14.3.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

14.3.2 the Customer shall promptly return all of the Supplier's Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of the Supplier's Equipment. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;

14.3.3 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect; and

14.3.4 termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

14.4 For the avoidance of doubt, on termination of this Contract for any reason, any and all licences granted by the Supplier to the Customer under this Contract shall terminate immediately.

15 FORCE MAJEURE

15.1 For the purposes of this Contract, "**Force Majeure Event**" means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, hacking or corruption of, or disruption to, any software provided by the Supplier including the Software, or default of suppliers, subcontractors or any other person engaged by the Supplier for the purposes of providing the Services.

15.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

15.3 If a Force Majeure Event prevents the Supplier from providing the Services for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

16 GENERAL

16.1 Anti-Bribery. The Supplier and the Customer each agree and undertake to the other that in connection with the Contract and the transactions contemplated under these Conditions, they shall each respectively comply with all Applicable Laws relating to anti-bribery and anti-money laundering.

16.2 DATA PROTECTION

- 16.2.1** The Supplier and the Customer each agree and undertake to the other that in connection with the Contract and the transactions contemplated under these Conditions, they shall each respectively comply with the Data Protection Legislation.
- 16.2.2** The Customer shall own all right, title and interest in and to all of the Customer Data. When ordering the Services, the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 16.2.3** The Supplier shall, in providing the Services, comply with its Privacy Policy relating to the privacy of the Customer Data available at www.versiti.co/privacy or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.
- 16.2.4** If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this Contract, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor. :
- 16.2.5** The Supplier may collect, store and otherwise process personal data on behalf of the Customer including the name, email address, address, telephone number, financial and credit card information, company name, job title of Authorised Users and Participants in order to fulfil its obligations under the Contract and to provide the Services to the Customer. The Supplier will only process such personal data for the duration of this Contract.

16.2.6 The parties acknowledge that the personal data may be transferred or stored outside the UK/EU or the country where the Customer, the Authorised Users or the Participants are located in order to carry out the Services and the Supplier's other obligations under the Contract.

16.2.7 Without prejudice to the generality of clause 16.2.1, the Customer will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract so that the Supplier may lawfully use, process and transfer the personal data in accordance with the Contract on the Customer's behalf.

16.2.8 Without prejudice to the generality of clause 16.2.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:

(a) process that personal data only on the written instructions of the Customer by the laws of the UK/European Union applicable to the Supplier to process personal data (**Applicable UK/EU Laws**). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable UK/EU Laws unless those Applicable UK/EU Laws prohibit the Supplier from so notifying the Customer;

(b) not transfer any personal data outside of the UK and EEA unless the following conditions are fulfilled:

(i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

- (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- (c) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (d) notify the Customer without undue delay on becoming aware of a personal data breach;
- (e) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable UK/EU Laws to store the personal data; and
- (f) maintain complete and accurate records and information to demonstrate its compliance with this clause 16.2.

16.2.9 Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

16.2.10 The Customer consents to the Supplier appointing:

- (a) the sub-processors and sub-contractors listed in the Policies page of the Supplier's website available at www.go-further.co/sub-processor as third-party processors of personal data under the Contract; and
- (b) any other third-party processors of personal data under the Contract, provided that the Supplier notifies the Customer in writing of the identity of any such third-party processors prior to their appointment and provided that the Supplier informs the Customer of any intended changes concerning the addition or replacement of any such third-party processors.

16.2.11 The Supplier confirms that it has entered or (as the case may be) will enter with any third-party processor appointed under clause 16.2.10 into a written agreement incorporating terms which are substantially similar to those set out in this clause. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to clause 16.2.10.

16.2.12 The Supplier may, at any time on not less than 30 days' notice, revise this clause 16.2 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

16.2.13 The Customer shall indemnify the Supplier and keep the Supplier indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Supplier arising from any breach by the Customer of this clause 16.2. This clause shall survive termination of the Contract.

16.2.14 If the Customer requires the Supplier to enter into a separate data sharing addendum, the Customer shall be responsible for preparing any such data sharing addendum and submitting it to the Supplier for approval. For the avoidance of doubt, no such data sharing addendum shall apply as between the Supplier and the Customer unless and until any such addendum has been agreed in writing between the parties and signed by the parties (or their authorised representatives).

16.3 ASSIGNMENT AND OTHER DEALINGS

16.3.1 The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent.

16.3.2 The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

16.4 CONFIDENTIALITY AND PUBLICATION

16.4.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this Contract, including clause 16.4.

16.4.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16.4; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.4.3 The obligations of confidentiality set out in this clause 16.4 shall not apply to any confidential information which the party receiving the confidential information can show:

- (a) is or becomes public knowledge, other than by breach of the Contract;
- (b) was in that party's possession without restriction in relation to disclosure before the date of the receipt from the party who disclosed the information;

- (c) was received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - (d) has been independently developed without access to any confidential information disclosed by the party who disclosed the information.
- 16.4.4** Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 16.4.5** Except as provided in clause 16.4.6, neither party shall make any public disclosure relating to this Contract, including (but not limited to) press releases, public announcements or marketing materials, without the prior written consent of the other party.
- 16.4.6** On termination of this Contract, the Supplier shall have the right to use the Customer's name and logo for publicity and marketing purposes, including on the Supplier's website, without the Customer's consent.

16.5 ENTIRE AGREEMENT

- 16.5.1** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.5.2** Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

- 16.6 Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.7 WAIVER

- 16.7.1** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 16.7.2** A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 16.8 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.9 NOTICES

- 16.9.1** Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be: delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); sent by email to the address specified in the Contract Details for the Representatives.

16.9.2 A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or, if sent by email, on the next Business Day after transmission.

16.9.3 This clause shall not apply to the service of any proceedings or other documents in any legal action.

16.10 THIRD-PARTY RIGHTS

16.10.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16.10.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

16.11 COUNTERPARTS

16.11.1 This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

16.11.2 Transmission of the executed signature page of a counterpart of this Contract by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

16.11.3 No counterpart shall be effective until each party has executed at least one counterpart.

16.12 No Partnership. Nothing in these Conditions shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of the Supplier shall be deemed to be or have become an employee of the Customer.

16.13 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

16.14 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 - SOFTWARE SERVICES

Where the research and analytics software used to support this project is provided by Further (a division of Youmeus Limited), the following standards will apply.

1. The Software is a web-based data capture service used by research professionals, strategists and designers for data capture and to support online qualitative research methods and online insight communities.
2. The Software complies with the following standards:
 - 2.1. HTTP/1.1 which defines communication standards between web browsers and our servers along with W3C HTML and CSS standards which defines the structure of data for presentation within a web browser.
3. The Software will be hosted at a facility meeting the following requirements:
 - 3.1. Redundant fiber carriers
 - 3.2. Video surveillance
 - 3.3. Onsite security guard
 - 3.4. Conditioned and redundant power supply
 - 3.5. Biometric security access.
4. The Software will be protected using the following security systems and technologies:
 - 4.1. Internal and external firewalls
 - 4.2. Automatic security scans
 - 4.3. Penetration testing
 - 4.4. Secure transport protocol
 - 4.5. Industry grade encryption, including encryption at rest
5. All data transiting in and out of the platforms use secure and encrypted SSL/TLS connections. 2,048 bits Key + SHA-256 with RSA Encryption
6. All of our technology stacks and servers are monitored live, 24hrs a day, 7 days a week, internally and externally to guarantee the quickest response time to any kind of hardware, networking or security incident.
7. The Software is designed to be accessed and run optimally via desktop, laptop, PC, smartphone and tablet devices running the following browsers: Chrome 40+Safari 7+, Firefox 36+, IE 10+. Android Browser supported is 4.4+ and Chrome 3, 40+
8. The Supplier reserves the right to amend the list of supported browsers at any time.
9. The Software has two interfaces – the Admin Centre (for Administrators, Community Managers, Observers, Translators, Recruiters and Participants) and the Participant Interface (for Participants).
10. Times when new features and upgrades are introduced to the Platform would be at the Supplier's sole discretion having due regard to the times of least disruption.

Schedule 2 RESEARCH & RECRUITMENT SERVICES

Phase 1 – Immersion and Framing – Kick off workshop

- Initial workshop with CQC stakeholders - clarification of strategic objectives
- Detail of roles and responsibilities
- Agree best way of reporting the data

Phase 2 – Online Community (n = 32)

- 5 day online community using the Further community platform
- Screening and recruitment of n=32 GPs plus 5 over-recruits
 - Mix of ethnic minority backgrounds
 - All to have had CQC inspection
 - Across regions / mix of areas
- Consent for follow up IDI/dyad/triad gathered
- Provision of incentives and handling
- Moderation of interviews

Phase 3 – Analysis and reporting (more details in Schedule 3)

- Thematic analysis
- Difference between GPs, based on ethnicity, faith age, gender, region, practice, characteristics etc
- Recommendations

Schedule 3 – Analysis and Reporting Consultancy

Statement of Work

Project Name:	GP Inequalities		
Start Date:	27/07/2021	Delivery Date:	By end September 2021
Project Location:	UK		

Research Brief

Services

The Supplier shall provide to the Customer as further described below.

- Project set up and kick off workshop
- Research design
- Interim debrief
- Analysis
- Report writing and submission

Specifications

Kick off workshop

- Finalise contractual matters as well as discuss data collection, data sharing and data protection protocols.
- Absorb current thinking / hypotheses about DI&E
- Fine-tune the project approach
- Identify roles, responsibilities and ways of working
- Determine the project timetable and milestones
- Firm up the nature of the expected deliverables

Research Design – specification as outlined on Schedule 2

Interim debrief – specification as outlined in deliverable section below

Analysis, report writing and submission – specification as outlined in deliverable section below

Deliverables

	Deliverable
1	1 full report (circa 30 pages) – to include executive summary, aims, methodology, experiences of the inspection process, perceived causes of potential inequalities in outcomes, differences between GPs / surgery profiles, implications and recommendations.
2	Interim and final debriefs – with supporting deck, circa 10 slides

Input Materials (provided by the Customer)

- Provision of any relevant background material
- Sign off of final discussion guides
- Any stimulus as required

The Customer Systems (made available by the Customer)

- Any relevant past insight decks /reporting template / outputs to use as reference

Schedule 4 - PROPOSAL

Costs agreed:

The total project cost agreed by the client is **£38,512** (exc. VAT)

Invoicing Schedule:

Versiti will submit two invoices (payable on 30 day terms), as follows:

- Invoice #1 - £5,776.80 plus VAT upon commissioning (15%)
- Invoice #2 –£32,735.20 plus VAT upon signoff of final deliverables (85%)

Versiti's standard terms & conditions will apply, as available here: <https://www.versiti.co/terms-conditions>.