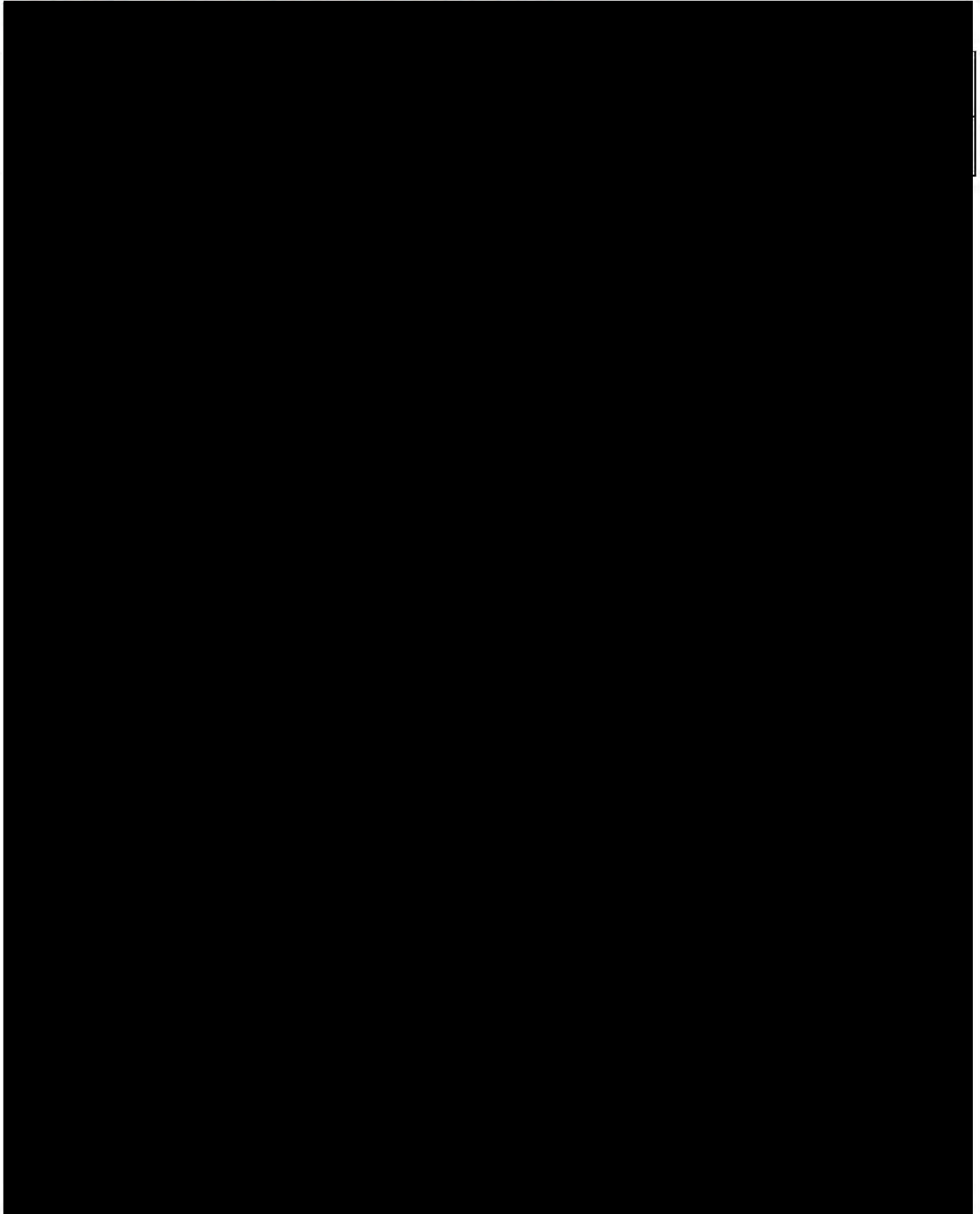
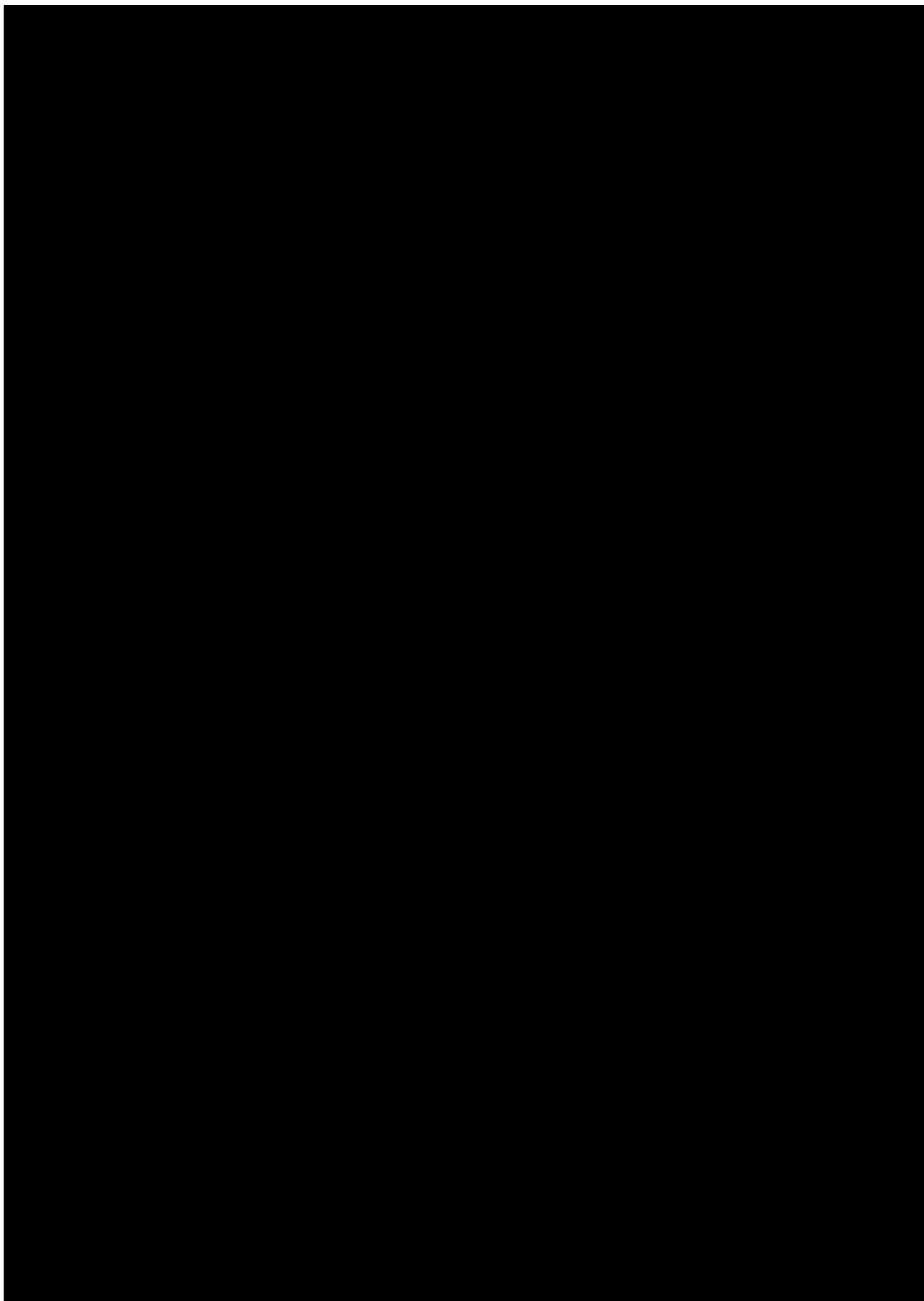


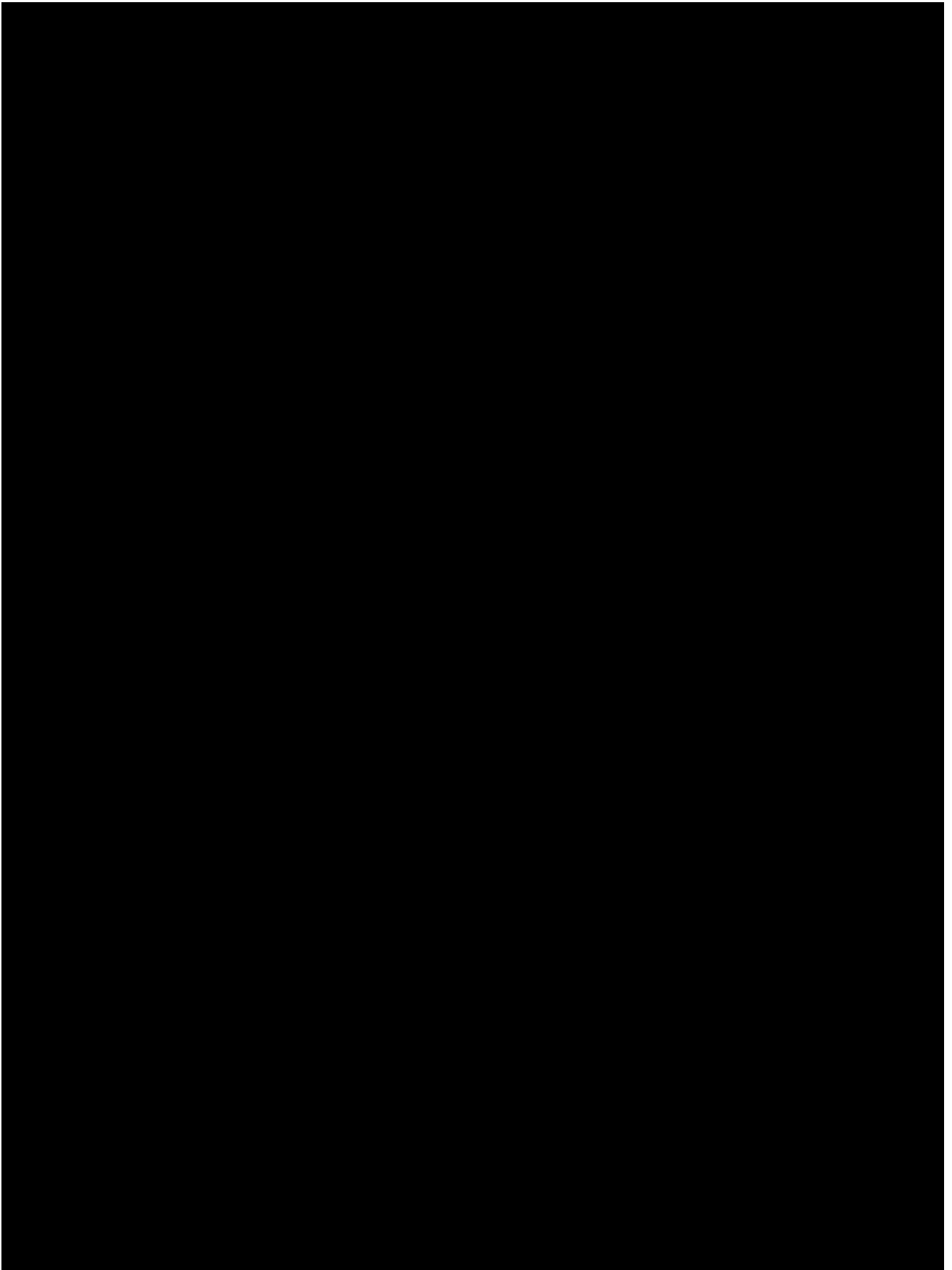
FACTSET[®] CLIENT LICENCE AGREEMENT

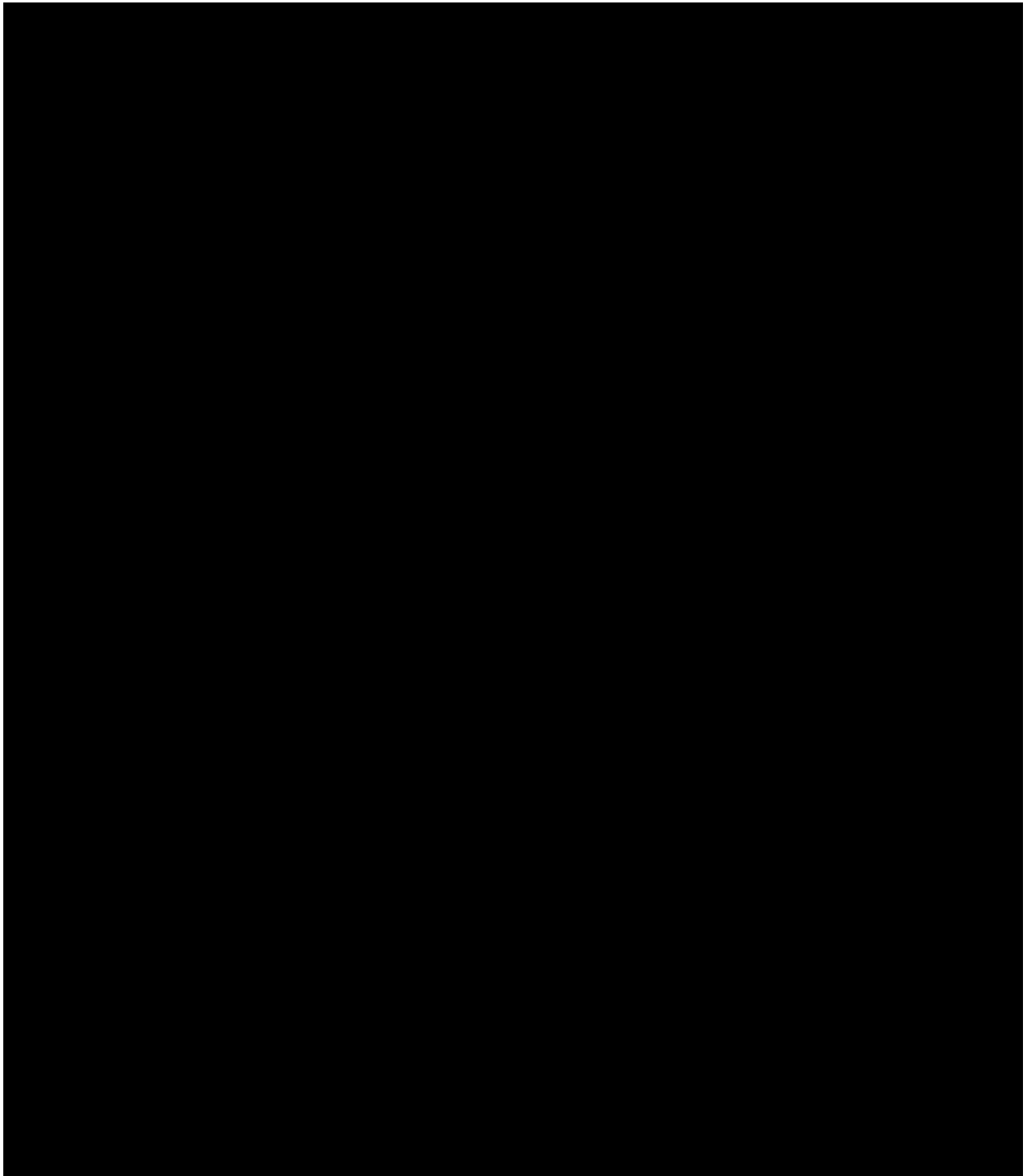




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Agreed to by:

FACTSET UK LIMITED

[Redacted Signature]

Signature (Duly authorised manager or officer)

[Redacted Name]

Name (Please print or type)

[Redacted Title]

Title (Please print or type)

FactSet Notice Recipients:

1. Legal Department,
FactSet UK Limited,
Broadgate Quarter,
One Snowden Street,
London EC2A 2DQ
United Kingdom; and
2. [Redacted]
[Redacted]
Broadgate Quarter, One Snowden Street
London, EC2A 2DQ, United Kingdom

Agreed to by:

DEPARTMENT FOR INTERNATIONAL TRADE

_____

Signature (Duly authorised officer or partner)


_____

Name (Please print or type)

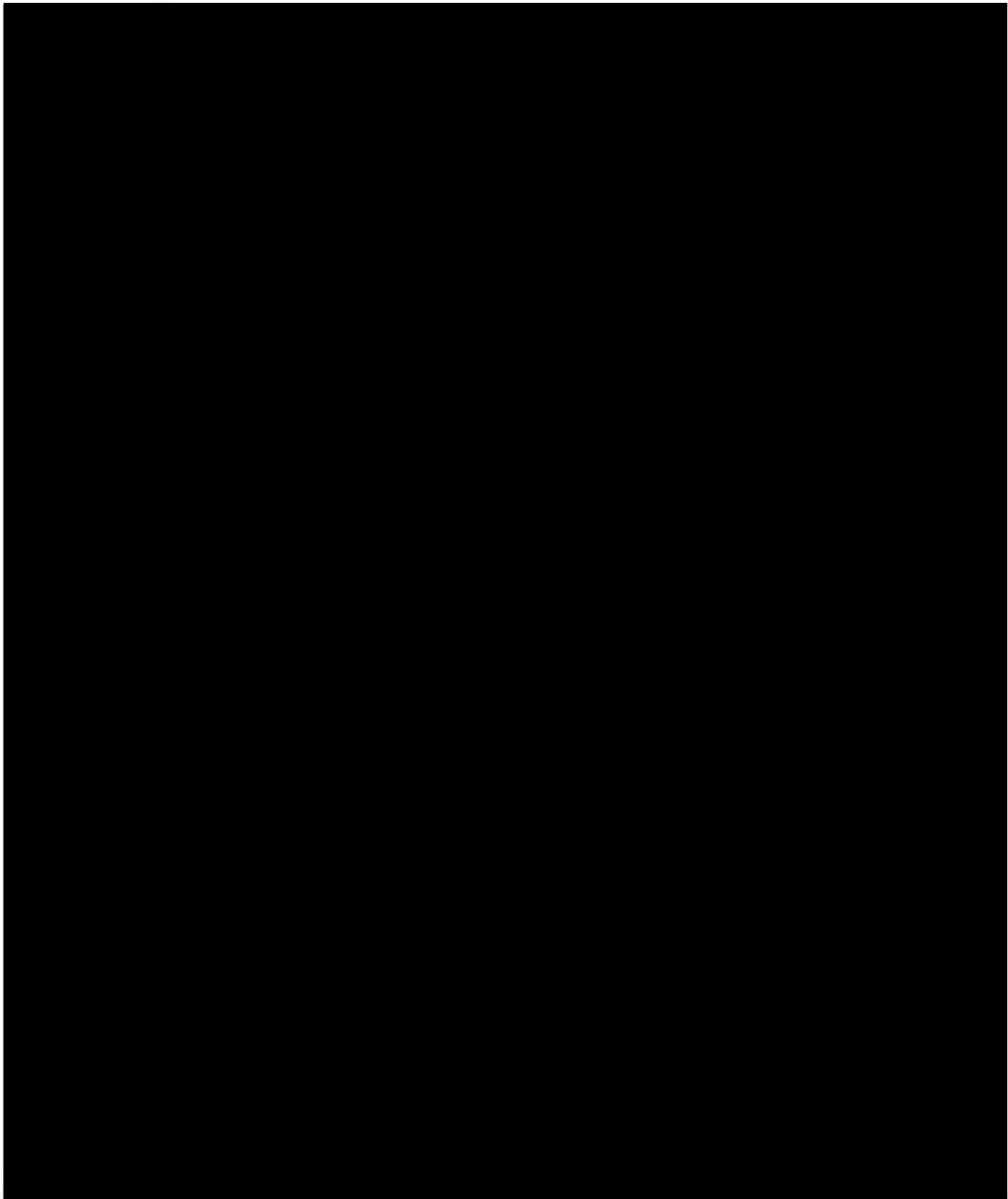
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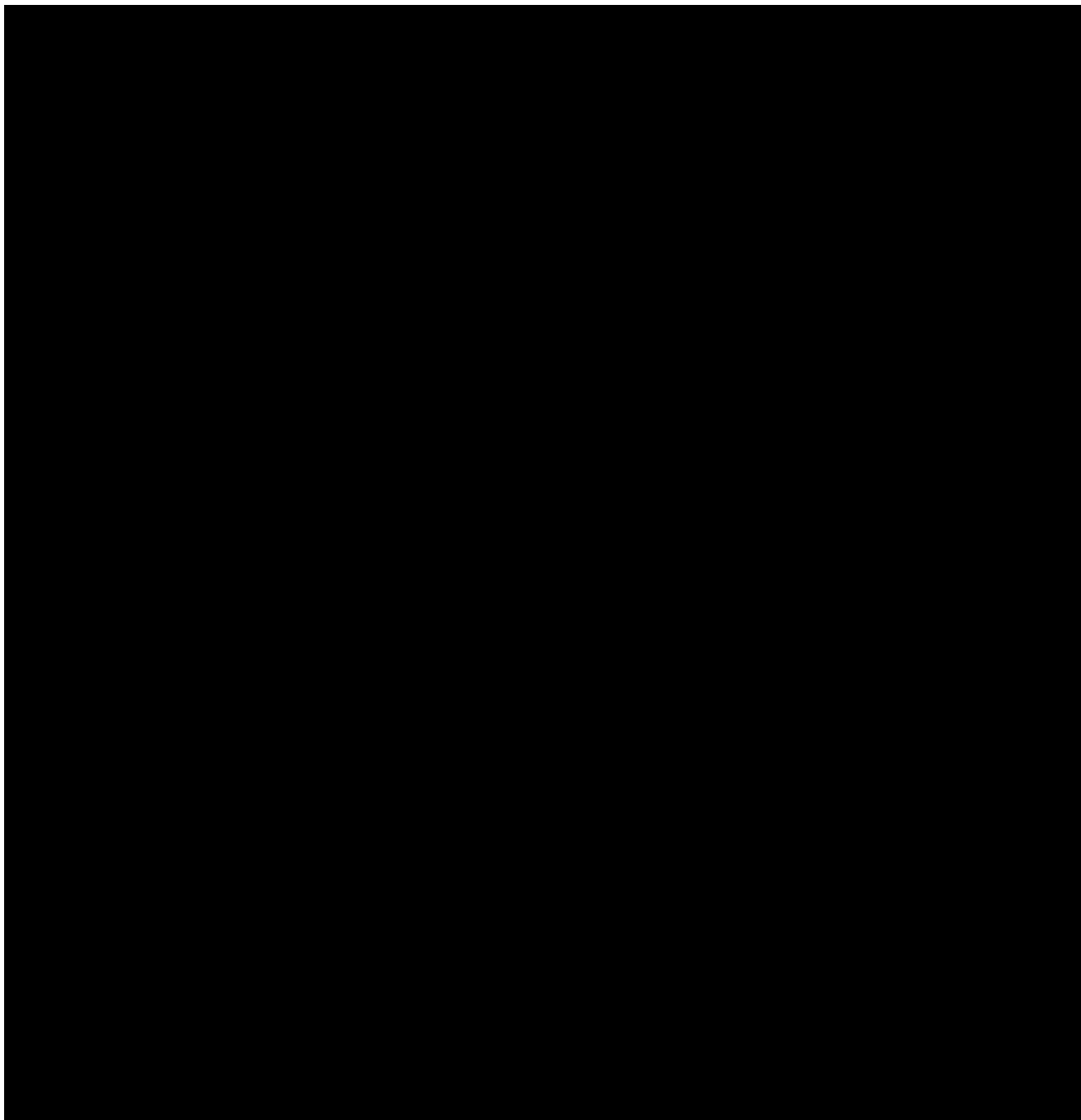
Title (Please print or type)

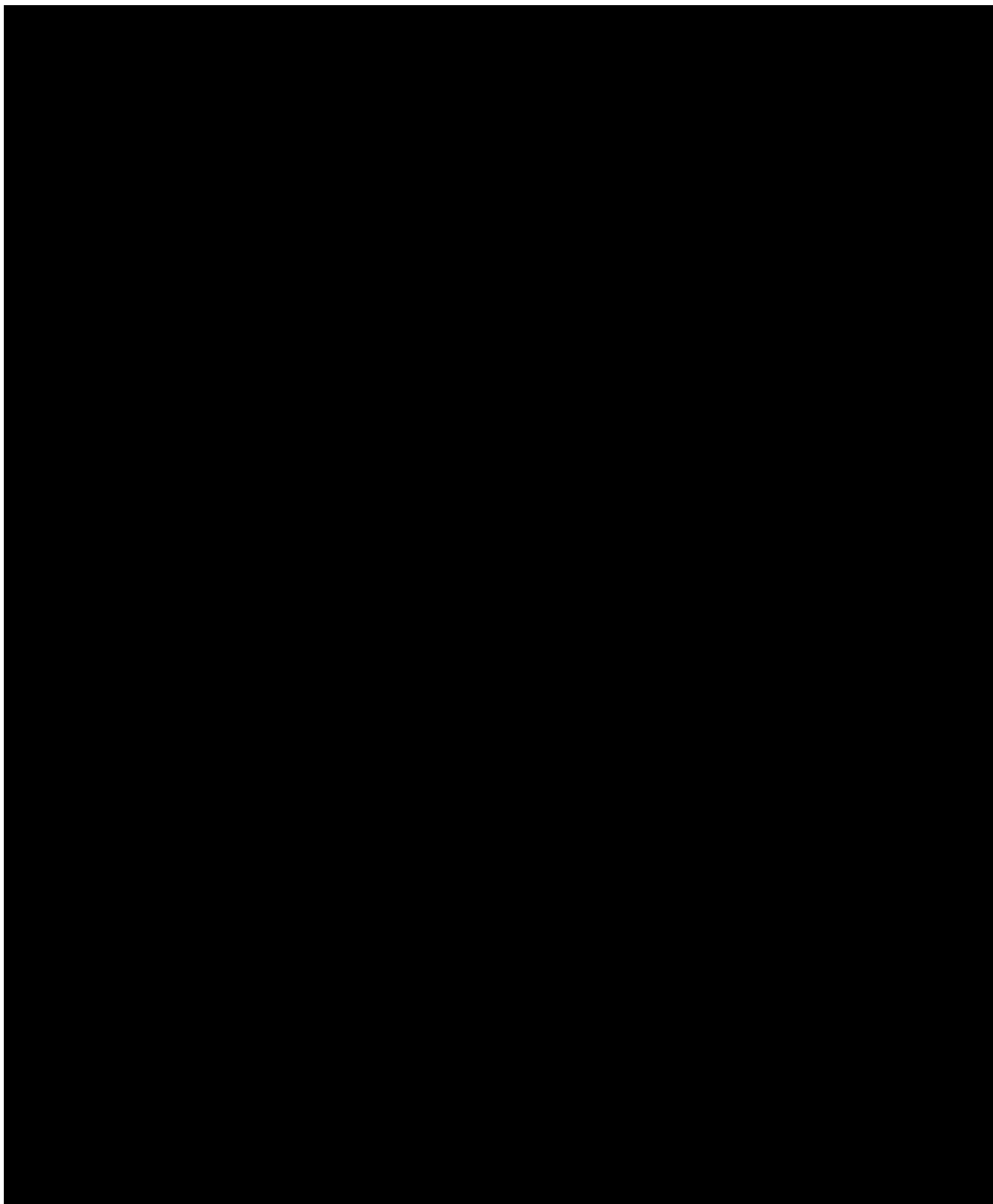
Buyer Notice Recipient:

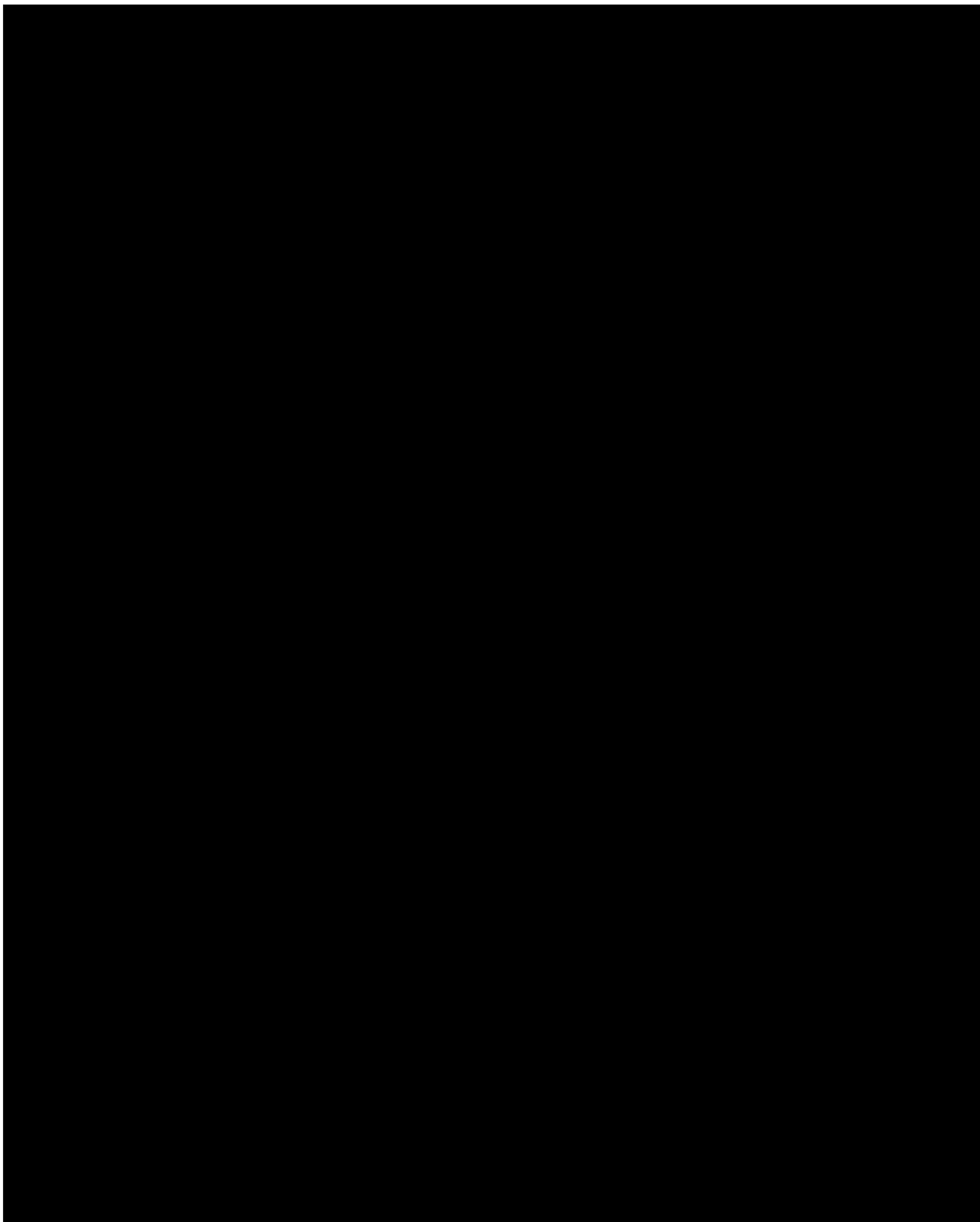
1. 
Department for International Trade

Old Admiralty Building, Whitehall
London, SW1A 2BL, United Kingdom









APPENDIX TO SCHEDULE A-1 TO THE CLIENT LICENCE AGREEMENT

Annex 1 Order Form

1. Contract Reference	Project_1501	
2. Date	As set out in the schedules to the Contract	
3. Buyer	Department for International Trade, Old Admiralty Building, London, SW1A 2BL	
4. Licensor	FactSet UK Limited	
5. The Contract	<p>The Licensor shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Schedules and Annexes to the Licence.</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 this Order Form and the Conditions, this Order Form shall prevail.</p>	
6. Deliverables	Services Deliverables	<p>Standard DataFeed - Supply Chain Relationships Standard DataFeed – RBICS – Tradenames (the "Data Sets")</p> <p>Delivered in accordance with the following instructions:</p> <p>The method of data transfer between the Licensor to DIT will be secure and will be agreed by both parties. The data transfer method will be reviewed on an ongoing basis as security standards change. Any changes to the Contract that become necessary as a result of the Buyer's ongoing security review will be made in accordance with Clause 24. Where the Licensor does not agree a variation which has been requested by the Buyer following a security review the Buyer can terminate the Contract by issuing a termination notice and the provisions of Clause 11.4(a) to (e) inclusive shall apply in the event of such termination, and that shall be its sole and exclusive remedy.</p>
	Delivery	Delivery of Data Sets shall be after the signing of this contract and at the latest within 10 days from the Buyer

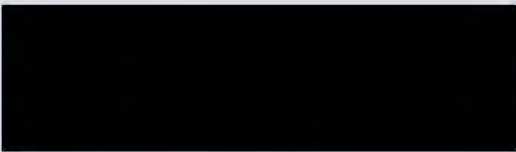
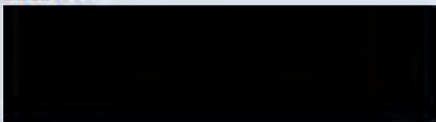
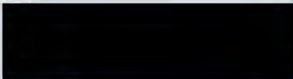
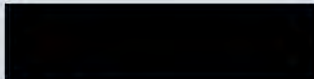
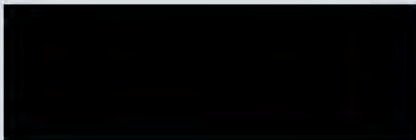
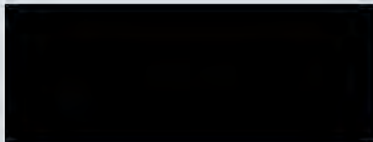
Contract for Data Sets from FactSet

		notifying the Licensor that the Licensor has passed the Data Governance Checks.
7. Specification	The specification of the Deliverables is as set out in Schedule A-1 to this Licence.	
8. Term	The Term is set out in Schedule A-1 to this Licence..	
9. Charges	The Charges for the Deliverables shall be as set out in Schedule A-1 to this Licence.	
10. Payment	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p style="text-align: center;">UKTIPR- UK Trade & Investment c/o UK SBS, Queensway House West Precinct Billingham TS23 2NF [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] [REDACTED]</p> <p>[REDACTED]</p> <p>or by telephone [REDACTED] [REDACTED]</p> <p>between 09:00-17:00 Monday to Friday.</p>	
11. Buyer Authorised Representative(s)	For general liaison your contact will continue to be	

Contract for Data Sets from FactSet

)	
12. Address notices for	<p>Buyer:</p> <p>Department for International Trade, Old Admiralty Building, London, SW1A 2BL</p> <p>Attention: [REDACTED]</p> <p>[REDACTED]</p> <p>Licensor: FactSet Europe Limited [REDACTED]</p> <p>[REDACTED]</p>
13. Key Personnel	<p>Buyer:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Licensor:</p> <p>[REDACTED]</p>
14. Procedures and Policies	<p>The Buyer may require the Licensor to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Licensor shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant Conviction"), or is found by the Licensor to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>

Contract for Data Sets from FactSet

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

Authorised Processing Template

Contract:	REF Proj_1501 Factset Data sets
Date:	11/03/2022
Description Of Authorised Processing	Details
Subject matter of the processing	Staff names and email addresses for those participating in the GSCIP and who may have contact with staff from the other party.
Duration of the processing	Ten months (February 21 st – December 31 th)
Nature and purposes of the processing	Some participants' names and emails may be shared for communication purposes.
Type of Personal Data	Names, email addresses, phone numbers
Categories of Data Subject	Employees (Buyer and Supplier employees)

Annex 2 – Specification

As provided in Schedule A-1

Annex 3 – Charges



3. Annex 4

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 Licensor which is created by the client license agreement which appends the Licensor's counter signing of the Licence Agreement and includes the Schedules, Appendices, Order Form and Annexes;
"Controller"	has the meaning given to it in the GDPR;
"Buyer"	means the Department for International Trade;
"Date of Delivery"	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 Licensor;
"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 Licensor 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)"	Goods and/or Services that are ordered under the Contract;
"Existing IPR"	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 Licensor, the Licensor Staff (including any subsets of them) or any other failure in the Licensor 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 iii) any failure of delay caused by a lack of funds;
"GDPR"	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 Licensor by or on behalf of the Buyer; or ii) the Licensor 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 Licensor in writing;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Licensor"	means FactSet UK Limited

Contract for Data Sets from FactSet

"Licensor Staff"	all directors, officers, employees, agents, consultants and contractors of the Licensor and/or of any Subcontractor engaged in the performance of the Licensor's obligations under a Contract;
"New IPR"	all new intellectual property rights in any materials created or developed by or on behalf of the Licensor pursuant to the Contract but shall not include the Licensor 's Existing IPR even if incorporated in the New IPR;
"Order Form"	means the letter from the Buyer to the Licensor printed above these terms and conditions;
"Party"	the Licensor or the Buyer 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 Licensor 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 Licensor to the Buyer under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Licensor 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 Licensor and/or of any sub-contractor of the Licensor engaged in the performance of the Licensor'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 Licensor from time to time;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Licensor related to the Contract;
"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 available online at: https://www.privacyshield.gov/list ;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Licensor 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 is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Licensor is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Licence Agreement and Order Form signed by the Licensor.
- 3.3 The Licensor warrants and represents that its tender 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 Licensor 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.
- (b) The Licensor must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

4.2 Deliverables clauses

- (a) The Licensor warrants that it has full and unrestricted ownership of the Deliverables at the time of transfer to Buyer.
- (b) The Licensor must make available the Deliverables on the date and in the specified form and location.
- (c) The Licensor must provide all tools, information and instructions the Buyer needs to make use of the Deliverables.
- (d) The Buyer can cancel any order or part order of Deliverables which has not been delivered.
- (e) The Licensor must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Deliverables that the Buyer rejects because they don't conform with clause 4.2
- (f) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Licensor 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 if not cured within 30 days after receiving written notice.
- (b) The Licensor must co-operate with the Buyer on all reasonable aspects connected with the delivery of the Services and ensure that Licensor Staff comply with any reasonable instructions including any security requirements.
- (c) The Licensor must allocate sufficient resources and appropriate expertise to the Contract.

- (d) The Licensor 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 if not cured within 30 days after providing written notice.

5. Pricing and payments

- 5.1 In exchange for the Deliverables, the Licensor shall be entitled to invoice the Buyer for the charges in the Order Form. The Licensor 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 Licensor the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Licensor's account stated in the Order Form.
- 5.4 A Licensor 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 description 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 Licensor shall not suspend the provision of the Deliverables unless the Licensor is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.5. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 32.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Licensor if notice and reasons are provided.
- 5.7 The Licensor must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6. The Buyer's obligations to the Licensor

- 6.1 If Licensor 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 Licensor is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - (c) the Licensor is entitled to additional time needed to deliver the Deliverables;
 - (d) the Licensor cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Licensor:
 - (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 Licensor must ensure that, on written and reasonable request, suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Licensor 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.
- 7.3 The Licensor must allow, on written and reasonable request and with reasonable notice, any auditor appointed by the Buyer to verify all non-confidential contract accounts and records of everything directly to do with the Contract and provide copies for the audit.
- 7.4 The Licensor must provide non-confidential, relevant information to the auditor and reasonable co-operation at their request.
- 7.5 If the Licensor 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.
- 7.6 If the Buyer, acting reasonably, is concerned as to the financial stability of the Licensor such that it may impact on the continued performance of the Contract then the Buyer may:
 - (a) require that the Licensor provide to the Buyer (for its approval) a plan setting out how the Licensor will ensure continued performance of the Contract and the Licensor will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Licensor shall act in accordance with such plan and report to the Buyer on demand
 - (b) if the Licensor fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

8. Licensor Staff

- 8.1 The Licensor 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.
 - (c) comply with all reasonable conduct requirements when on the Buyer's premises.
- 8.2 Where a Buyer reasonably decides one of the Licensor's Staff isn't suitable to work on the Contract, the Licensor must replace them with a suitably qualified alternative.

- 8.3 If requested, the Licensor must replace any person whose acts or omissions have caused the Licensor to breach clause 8.
- 8.4 The Licensor must provide a list of Licensor Staff needing to access the Buyer's premises and say why access is required.
- 8.5 The Licensor shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:
- (a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);
 - (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave or takes a different job within the Licensor's organization; or
 - (c) the person's employment or contractual arrangement with the Licensor or any subcontractor is terminated for material breach of contract by the employee.

9. Rights and protection

- 9.1 The Licensor 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 Licensor provides Deliverables under the Contract.
- 9.3 The Licensor indemnifies the Buyer against each of the following:
- (a) wilful misconduct of the Licensor , and/or Licensor Staff that impacts the Contract;
 - (b) non-payment by the Licensor of any tax or National Insurance.
- 9.4 If the Licensor 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 Licensor gives the Buyer a non-exclusive, royalty-free, irrevocable, non-transferable worldwide licence to use the Existing IPR to enable it to both:
- (a) receive and use the Deliverables;
 - (b) use any 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 Licensor a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract. "New IPR" means new content created from Licensor's Existing IPR through manipulation, modification, supplementation, enhancement, or combination, where such new content is altered from the Licensor's Existing IPR such that it (i) cannot be used as a replacement or substitute for the Licensor's Existing IPR, (ii) does not bear a resemblance to the Licensor's Existing IPR, (iii) cannot be identified as originating from the Licensor's Existing IPR, and (iv) cannot be reverse-engineered, disassembled, or decompiled to create the Licensor's Existing IPR from which it was produced.
- 10.3 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.
- 10.4 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 Licensor 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 Licensor, tenders the defence to the Licensor, and cooperates with Licensor in the defence.
- 10.5 If an IPR Claim is made or anticipated the Licensor must at its own expense 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 Ending the Contract without a reason**
The Buyer has the right to terminate the Contract effective at the end of the then-current term by giving the Licensor not less than 90 days' written notice in advance of the end of the then-current term and if it's terminated clause 11.4(a) to 11.4(e) applies.
- 11.3 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 Licensor:
- (i) there's a Licensor Insolvency Event;
 - (ii) if the Licensor 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 Licensor is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Licensor receiving notice specifying the breach and requiring it to be remedied;
 - (iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Licensor which isn't pre-approved by the Buyer in writing;
 - (v) if the Buyer discovers that the Licensor was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Licensor because of a serious breach of the TFEU or the Regulations;
 - (vii) the Licensor or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them;
 - (viii) the Buyer notifying the Licensor that it has failed to pass the Data Governance Check.
- (b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Licensor, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.4(a) to 11.4(e) applies.

11.4 What happens if the Contract ends

Where the Buyer terminates the Contract under clause 11.3(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 Licensor which remain unpaid on the date of termination ;
- (b) accumulated rights of the Parties are not affected;
- (c) the Licensor 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 Licensor's automated systems in a form that is rendered inaccessible in the normal course of business;
- (d) the Licensor must promptly return any of the Buyer's property provided under the Contract;
- (e) 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.

11.5 When the Licensor can end the Contract

- (a) The Licensor can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Licensor 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 Licensor terminates the Contract under clause 11.5(a):
 - (i) the Buyer must promptly pay all outstanding charges incurred to the Licensor;
 - (ii) the Buyer must pay the Licensor reasonable committed and unavoidable losses as long as the Licensor provides a fully itemised and costed schedule with evidence - the maximum value of this payment is

- limited to the total sum payable to the Licensors if the Contract had not been terminated;
- (iii) clauses 11.4(c) to 11.4(e) apply.

11.6 Partially ending the Contract

- (a) Where the Buyer has the right to terminate the Contract under clause 11.2 it can terminate all or part of it.

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 the Charges paid or payable to the Licensors.
- 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 Licensors do not limit or exclude its liability for any indemnity given under clauses 4.2, 8.5, 9.3.
- 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 Licensors are party to the Contract, each Licensors Party is fully responsible for both their own liabilities and the liabilities of the other Licensors.

13. Obeying the law

- 13.1 The Licensors must, in connection with provision of the Deliverables, use reasonable endeavours to:
 - (a) comply and procure that its subcontractors comply with the FactSet Code of Conduct appearing at (<https://investor.factset.com/static-files/4a3eb5dc-c13f-447d-982c-a612e603e0ca>);
 - (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.
- 13.2 The Licensors must appoint a Compliance Officer who must be responsible for ensuring that the Licensors complies with Law, Clause 13.1 and Clauses 27 to 32

- 13.3 "Compliance Officer" the person(s) appointed by the Licensor who is responsible for ensuring that the Licensor complies with its legal obligations;
- 13.4 The Licensor must not remove any ownership or security notices in or relating to the Government Data.
- 13.5 The Licensor must ensure that any Licensor system holding any Government Data, including back-up data, is a secure system that complies with the Licensor's security requirements.
- 13.6 If at any time the Licensor suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Licensor must notify the Buyer and immediately suggest remedial action.
- 13.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
 - (a) tell the Licensor to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Licensor finds out about the issue, whichever is earlier;
 - (b) restore the Government Data itself or using a third party.
- 13.8 The Licensor must pay each Party's reasonable costs of complying with clause 13.7 unless the Buyer is at fault.
- 13.9 Only the Buyer can decide what processing of Personal Data a Licensor can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).
- 13.10 The Licensor 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.
- 13.11 The Licensor must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
- 13.12 The Licensor must put in place appropriate Protective Measures to protect against a Data Loss Event.
- 13.13 If lawful to notify the Buyer, the Licensor must notify it if the Licensor is required to process Personal Data by Law promptly and before processing it.
- 13.14 The Licensor must take all reasonable steps to ensure the reliability and integrity of any Licensor Staff who have access to the Personal Data and ensure that they:
 - (a) are aware of and comply with the Licensor's duties under this clause
 - (b) are subject to appropriate confidentiality undertakings with the Licensor 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.
- 13.15 The Licensor must notify the Buyer immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
 - (f) becomes aware of a Data Loss Event.
- 13.16 Any requirement to notify under clause 13.15 includes the provision of further information to the Buyer in stages as details become available.
- 13.17 The Licensor must promptly provide the Buyer with reasonable assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 13.15. This includes giving the Buyer:
- (a) full details and copies of the complaint, communication or request;
 - (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - (c) any Personal Data it holds in relation to a Data Subject on request;
 - (d) assistance that it requests following any Data Loss Event;
 - (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.
- 13.18 The Licensor must maintain full, accurate records and information to show it complies with this clause 13. This requirement does not apply where the Licensor employs fewer than 250 staff, unless either the Buyer determines that the processing:
- (a) is not occasional;
 - (b) includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
 - (c) is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.19 The Licensor must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.
- 13.20 At any time the Buyer can, with 30 Working Days notice to the Licensor, change this clause 13 to:

- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
- (b) ensure it complies with guidance issued by the Information Commissioner's Office.

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

13.22 The Licensor :

- (a) must provide the Buyer with all Government Data in an agreed open format promptly upon a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Licensor stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it;
- (e) indemnifies the Buyer against any and all Losses incurred if the Licensor breaches clause 14 and any Data Protection Legislation.

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 Licensor may disclose Confidential Information on a confidential basis to Licensor Staff on a need-to-know basis to allow the Licensor to meet its obligations under the Contract. The Licensor 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, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament;
 - (e) under clauses 5.7 and 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 Licensor 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 Licensor Staff do not either.

15. When you can share information

- 15.1 The Licensor must tell the Buyer within 48 hours if it receives a Request For Information.
- 15.2 Within the required timescales the Licensor 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 Licensor 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, which does not need to be reasonable.

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 are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

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 11.4(a) to 11.4(e) applies.

20. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Licensor 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 Licensor cannot assign the Contract without the Buyer's written consent.
- 22.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 22.3 When the Buyer uses its rights under clause 22.2 the Licensor must enter into a novation agreement in the form that the Buyer specifies.
- 22.4 The Licensor can terminate the Contract novated under clause 22.2 to a private sector body that is experiencing an Insolvency Event.

- 22.5 The Licensor remains responsible for all acts and omissions of the Licensor Staff as if they were its own.
- 22.6 If the Buyer asks the Licensor for details about Subcontractors, the Licensor must provide details of Subcontractors, if there are any,
- (a) their name;
 - (b) the scope of their appointment;
 - (c) the duration of their appointment.

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. Neither party is required to accept any variation request.

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 Licensor 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 Licensor 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 Licensor 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 Licensor (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 Licensor 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 Licensor 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 Licensor any other loss sustained by the Buyer in consequence of any breach of this clause.

26. Equality, diversity and human rights

- 26.1 The Licensor 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 Licensor 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 Licensor must perform its obligations meeting the requirements of:
 - (a) all applicable law regarding health and safety;
 - (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Licensor .
- 27.2 The Licensor and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

28. Environment

- 28.1 When working on Buyer's site, the Licensor must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 28.2 The Licensor must ensure that Licensor Staff who work on Buyer's site are aware of the Buyer's Environmental Policy.

29. Tax

- 29.1 The Licensor 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 Licensor has not paid a minor tax or social security contribution.
- 29.2 Where the Licensor or any Licensor Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Licensor 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;

- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Licensor or any of the Licensor Staff.

29.3 If any of the Licensor Staff are Workers who receive payment relating to the Deliverables, then the Licensor must ensure that its contract with the Worker contains the following requirements:

- (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 29.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 29.2 or confirms that the Worker is not complying with those requirements;
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

30. Conflict of interest

30.1 The Licensor must take action to ensure that neither the Licensor nor the Licensor Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Licensor or the Licensor Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.

30.2 The Licensor must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.

30.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Licensor or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

31. Reporting a breach of the contract

31.1 As soon as it is aware of it the Licensor and Licensor Staff must report to the Buyer any actual or suspected breach of law, clause 13.1, or clauses 25 to 30.

31.2 The Licensor must not retaliate against any of the Licensor Staff who in good faith reports a breach listed in clause 31.1.

32. Resolving disputes

32.1 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.

- 32.2 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 32.3 to 32.5.
- 32.3 Unless the Buyer refers the dispute to arbitration using clause 32.4, 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.
- 32.4 The Licensor agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 32.5 The Buyer has the right to refer a dispute to arbitration even if the Licensor has started or has attempted to start court proceedings under clause 32.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 32.4.
- 32.6 The Licensor cannot suspend the performance of the Contract during any dispute.

33. Which law applies

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