

Comments

Agreement

This quote above and the Terms and Conditions below together make up the Agreement. Each party shall carry out its Obligations in accordance with this Agreement. Capitalised terms used in this Quote shall have the meanings given to them in the Terms and Conditions.

Organisations that proceed with a paid for licence or use a licence in the context of fee paying work for a client, agree to;

1. Allow the use of their organisation name and logo on Data City Innovations Ltd website, marketing and promotional materials and to be cited as a customer.
2. Provide a short written testimonial for use on Data City Innovations Ltd website, marketing and promotional materials.

Additional Provisions

This renewal license commences on 1st April 2024 for 12 months.

Data City Innovations will provide DBT with a usage report in Excel at the end of every quarter, or thereabouts. This will be in Excel format.

The following clauses have been deleted and replaced with:

8. Data protection and privacy

8.1 The terms Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures shall be as defined in the Data Protection Legislation. The terms Business Contact Personal Data and User Personal Data are as described and defined in Schedule 1.

8.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. Each party is a separate and independent Controller of its own Business Contact Personal Data which is transferred to the other party under this Agreement. Data City is the Processor and the Licensee is the Controller in respect of any User Personal Data processed by Data City under this Agreement.

8.3 Without prejudice to the generality of clause 8.2, both parties will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to the other party for the duration and purposes of this Agreement.

8.4 Without prejudice to the generality of clause 8.2, Data City shall, in relation to any User Personal Data processed in connection with the performance of its obligations under this Agreement:

(a) process that User Personal Data only on the documented written instructions of the Licensee unless it is required by Applicable Laws to otherwise process that User Personal Data. Where Data City is relying on Applicable Laws as the basis for processing User Personal Data, it shall promptly notify the Licensee of this before performing the processing required by Applicable Laws unless the Applicable Laws prohibits it from so notifying the Licensee;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of User Personal Data and against accidental loss or destruction of, or damage to, User 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 User Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to User 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);

(c) ensure that all personnel who have access to and/or process User Personal Data are obliged to keep the User Personal Data confidential;

(d) not transfer any User Personal Data outside of the UK/EU (as applicable) unless the prior written consent of the Licensee has been obtained and the following conditions are fulfilled:

(i) it has provided appropriate safeguards in relation to the transfer;

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

(iii) it 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) it complies with reasonable instructions notified to it in advance by the Licensee with respect to the processing of the User Personal Data.

(e) assist the Licensee, at its 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;

(f) notify the Licensee without undue delay on becoming aware of a Personal Data Breach;

(g) at the written direction of the Licensee, delete or return User Personal Data and copies thereof to the other party on termination of this Agreement unless required by Applicable Laws to store the User Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 8.4. Doc ID: 26430039f4c404904347110fbd0b92a3012ad2d2

8.5 The Licensee consents to Data City appointing the third party processors set out in Schedule 1 (as updated from time to time) as third-party processors of User Personal Data under this Agreement. Data City confirms that it has entered or (as the case may be) will enter into a written agreement with the third party processor incorporating terms which are substantially similar to those set out in this clause 8 and in either case which such party confirms reflect and will continue to reflect the requirements of the Data Protection Legislation.

8.6 The particulars of the User Personal Data to be processed by Data City under this Agreement are set out in Schedule 1.

Schedule 1

Data Protection

Scope and Nature:

Both parties will share Business Contact Personal Data with the other party for the purposes of negotiating, administering and concluding the Agreement.

The Licensee shall transfer User Personal Data to Data City and Data City shall use such User Personal Data to create, register, and administer user accounts in relation to Platform access and related services.

Purpose of processing:

In order for each party to fulfil its obligations under this Agreement.

Duration of Processing:

For the duration of this Agreement (or longer if required in order to comply with Applicable Laws).

Types of personal data:

User Personal Data Business Contact Personal Data Email addresses and names of the Licensee's proposed users or actual End Users Email addresses of the Licensee's personnel/staff contacts for the purposes of negotiating, administering and concluding the Agreement.

Categories of data subject: Other party's staff. Licensee's staff, proposed users and actual End Users.

Sub- Processors

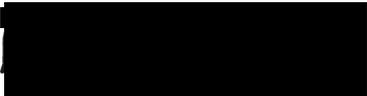
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Parties

- **DATA CITY INNOVATIONS LIMITED** a company incorporated in England and Wales with registered number 10958787 whose registered office is at 3rd Floor, Munro House, Duke Street, Leeds LS9 8AG ("Data City"), and
- Department for Business and Trade a company incorporated in England and Wales with registered number whose registered office is at Old Admiralty Building, London SW1A 2DA (the "Licensee").

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

  @businessandtrade.gov.uk	
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