

Order

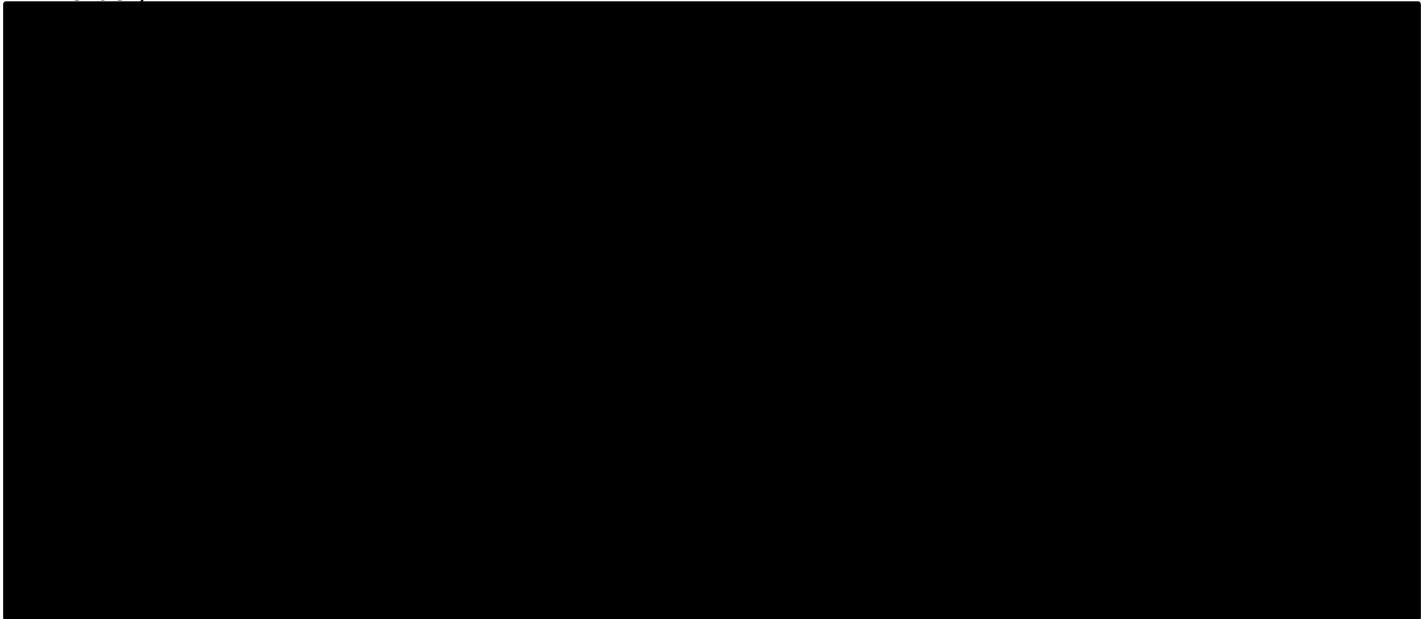
This Order will take effect on 30 September 2024 (the "**Effective Date**") and is entered into between:

- i) **Heywood Limited** (registered number 04161207) whose registered office is at 2nd Floor, 3 Barrington Road, Altrincham, England, WA14 1GY ("**Heywood**"); and
- ii) **UK Research and Innovation (as administrating authority of the Research Councils' Pensions Schemes)** (za333592) whose registered office is at at Polaris House, North Star Avenue, Swindon, SN2 1FL ("**Customer**"),

(each a "**Party**" and together, the "**Parties**")

- This Order incorporates the terms of the Master Agreement entered into between Heywood and the Customer on the Effective Date (the "**Agreement**") and relates to the following Services:
 - Heywood ISP Services;
 - Data Cleanse Services; and
 - Data Readiness Assessment Services.
- In respect of the Heywood ISP Services:
 - The Heywood ISP Services also incorporates the Product Terms relating to Customer's access to and use of the Heywood ISP Services (the "**Heywood ISP Product Terms**") attached hereto.
 - The Heywood ISP Services shall commence on the earlier of (a) the Customer's connection date, (b) the Customer's expected connection date as detailed in the DWP's Staged Timetable Connection (the "**Staging Date**") or (c) 1 October 2025 (the "**Service Commencement Date**") and may renew for the Renewal Period (as defined below and in accordance with the Agreement).
 - The Implementation and Consultancy Services shall commence prior to the Service Commencement Date.
- This Order may be executed in separate counterparts, including by electronic signature, and by the Parties on the same or separate counterparts.
- All fees stated or referred to in this Order are payable in pounds sterling (GBP), and are exclusive of all applicable taxes.

Summary of Fees for all Services (as further set out in Heywood's proposal at Appendix C to this Order)



Term

Subscription Term Initial Subscription Term	2 years from the Effective Date
Renewal Period	1 year (such period unless otherwise agreed between the parties) and subject to mutual agreement in accordance with clause 15.3 of the Agreement

Heywood ISP Services – Fees and Details

Subscription Fees and Licensed Capacity

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Annual Subscription Fees are payable from the Service Commencement Date and are calculated in accordance with the Record count and the number of Authorised Users within the Licensed Capacity, based on the banded price table below in respect of Records and the Fees for Additional Licensed Capacity below in respect of the number of Authorised Users. The number of Records will be reviewed between the Parties annually on the anniversary of the Service Commencement Date and the Record count within Licensed Capacity and the Subscription Fees will be adjusted accordingly for the following year.

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Additional Authorised User Licences

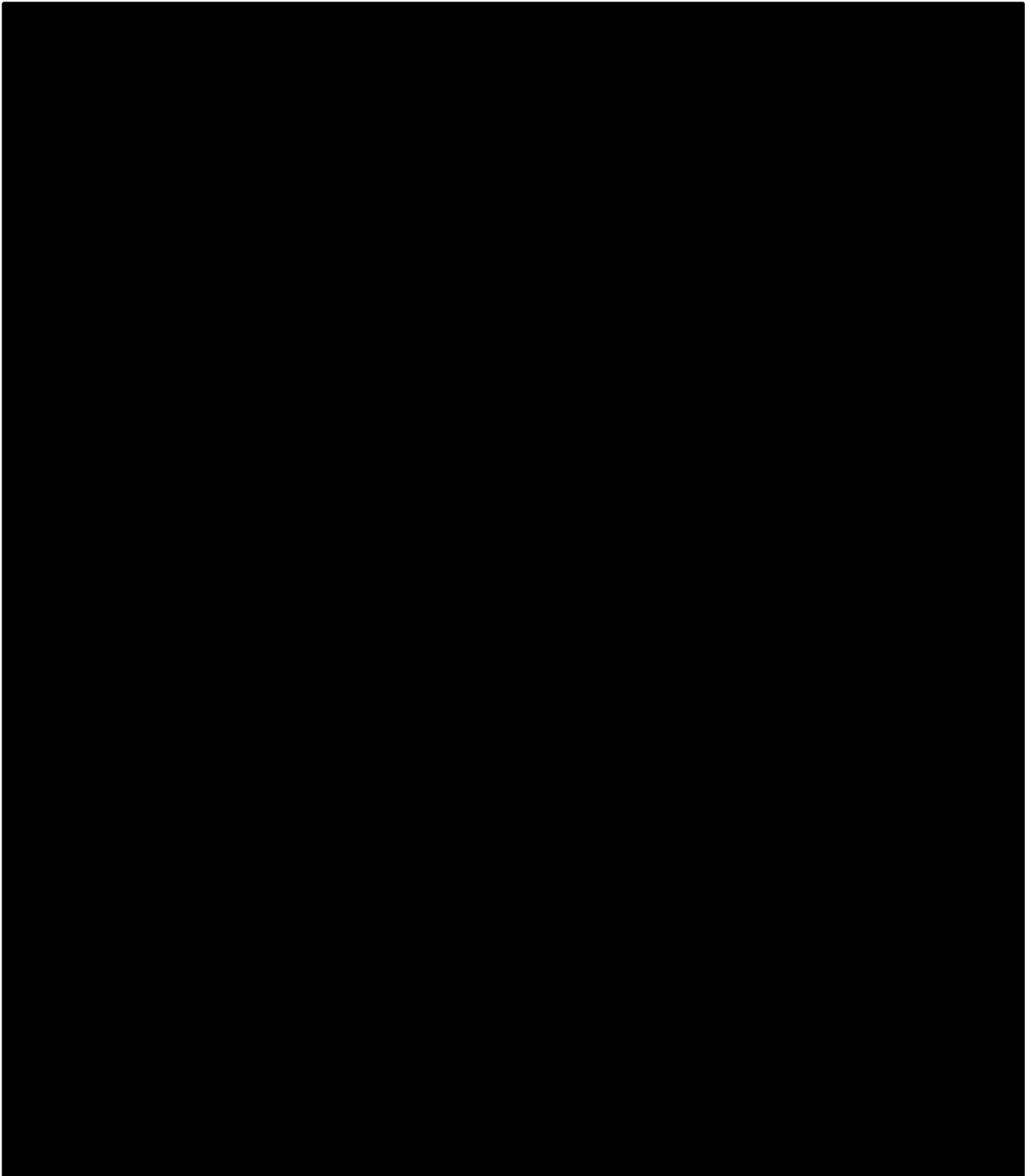
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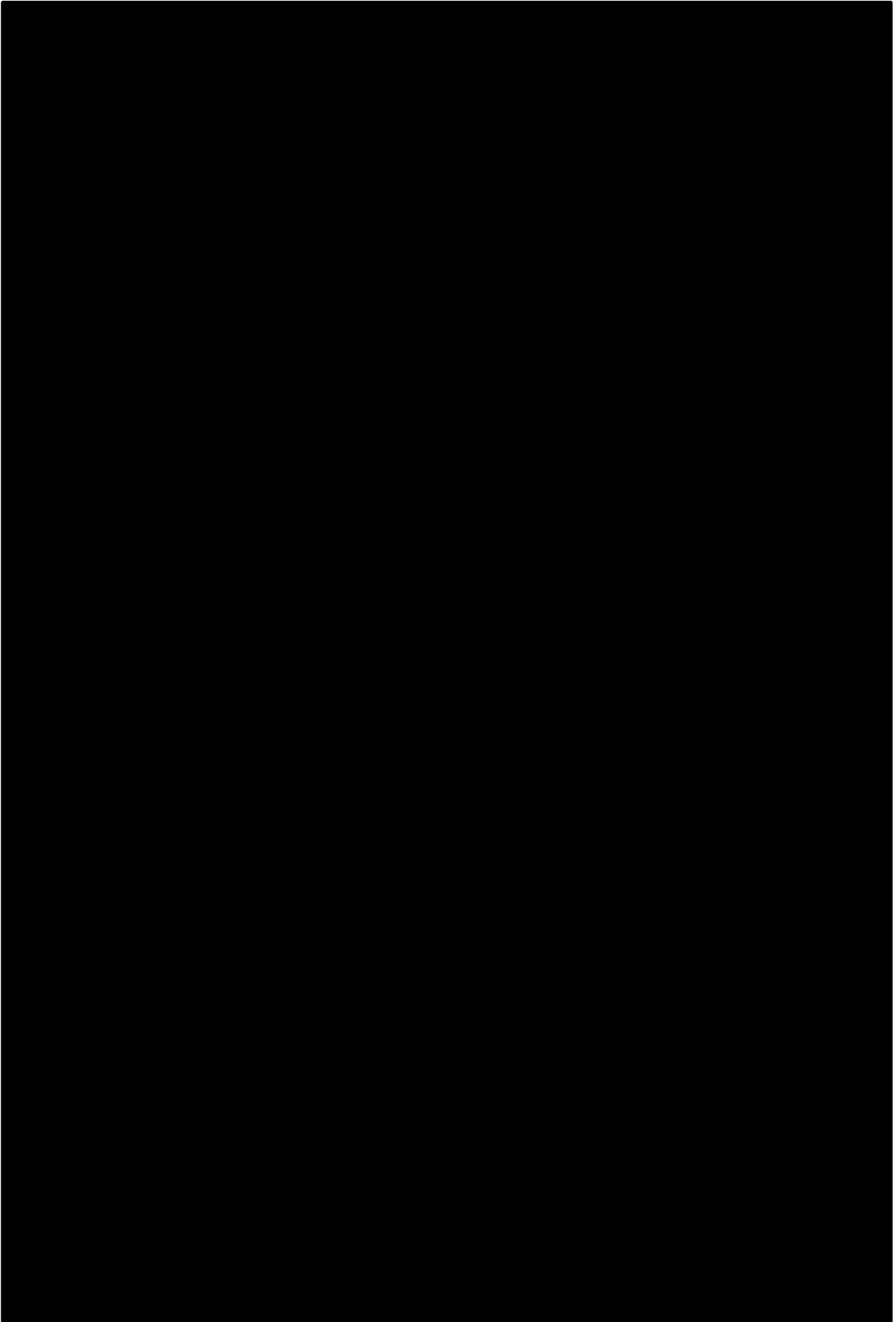


Licences must be allocated to and only be used by named Authorised Users in accordance with clause 3.3 of the Agreement.

Implementation and Consultancy Services Fees

Implementation and Consultancy Fees listed below are set out in pounds sterling (GBP).



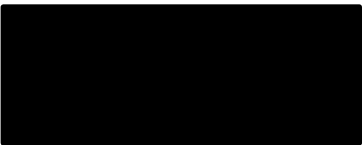




SIGNED BY or on behalf of the parties

Signed by
for and on behalf of
Heywood Limited

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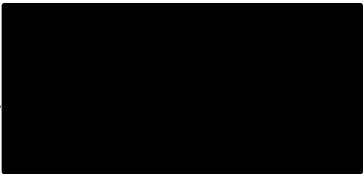
03 October 2024

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Date

Signed by
for and on behalf of
UK Research and Innovation
(as administrating authority of
the Research Councils' Pensions
Schemes)

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10/03/2024

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Date

SCHEDULE 1

Agreement Personal Data

Heywood shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Customer. Any such further written processing instructions required by the Customer shall be incorporated into this Schedule and shall be the subject of a formal amendment to this Order and the Agreement.

1. The contact details of the Customer’s Data Protection Manager are: [REDACTED]
2. The contact details of Heywood’s Head of Compliance are: [REDACTED]

Heywood shall comply with any further written instructions with respect to processing by the Customer.

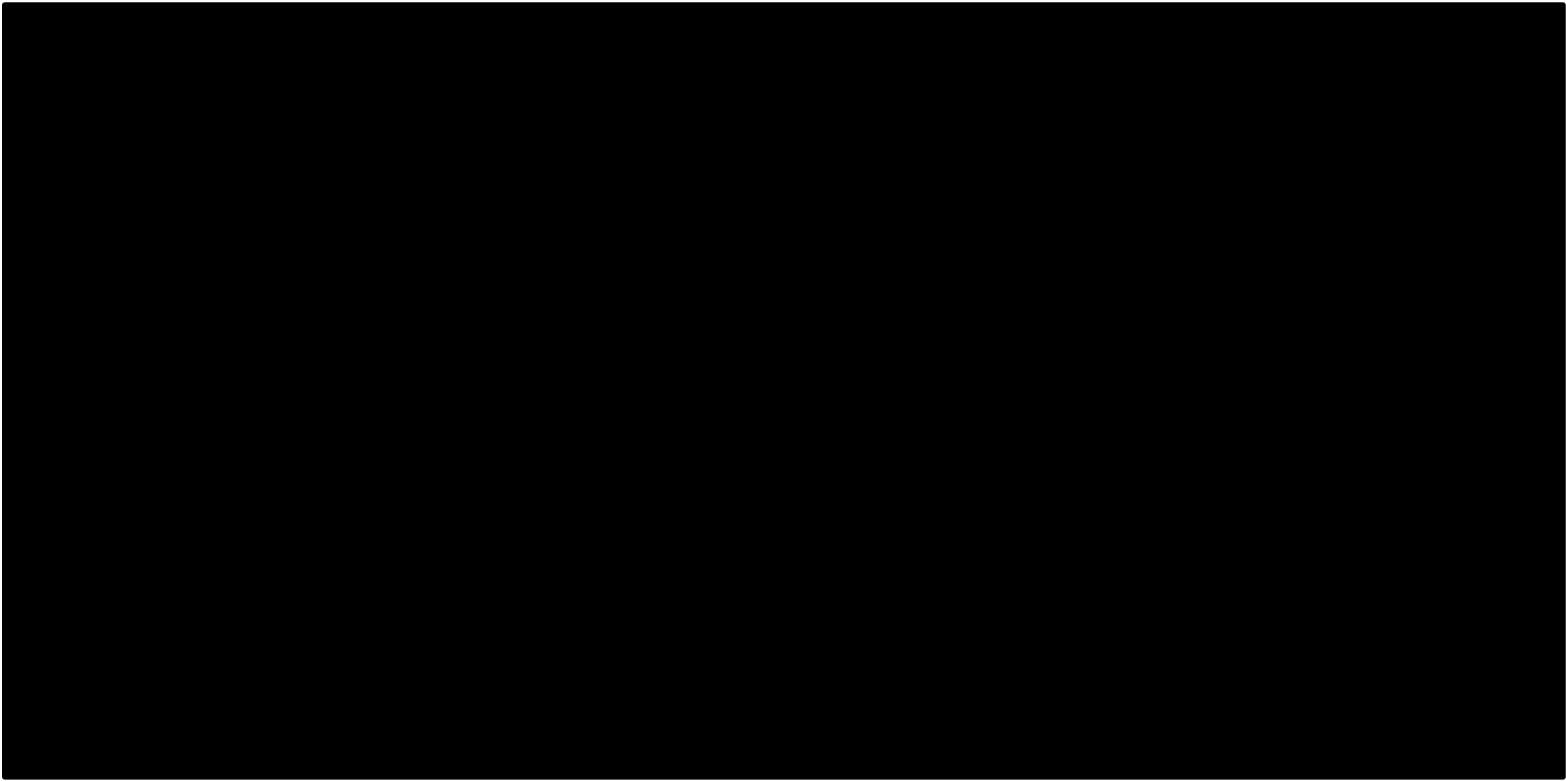
Controller	[REDACTED]
Subject matter of processing	[REDACTED]
Duration of processing	[REDACTED]
Nature of processing	[REDACTED]

Purpose of processing		

Type of Personal Data		
Categories of Data Subject		
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data		

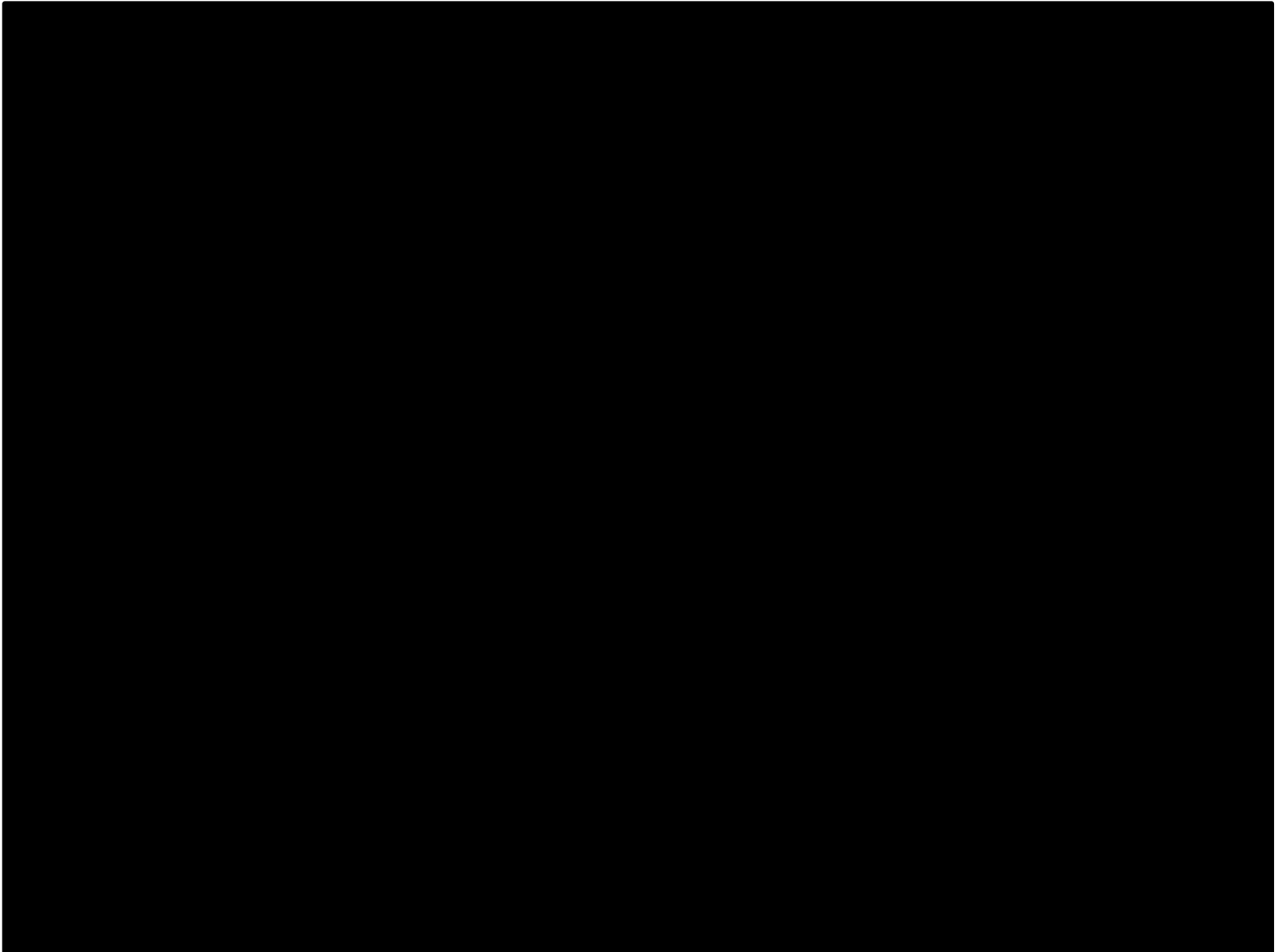
SCHEDULE 2

Sub-Processors



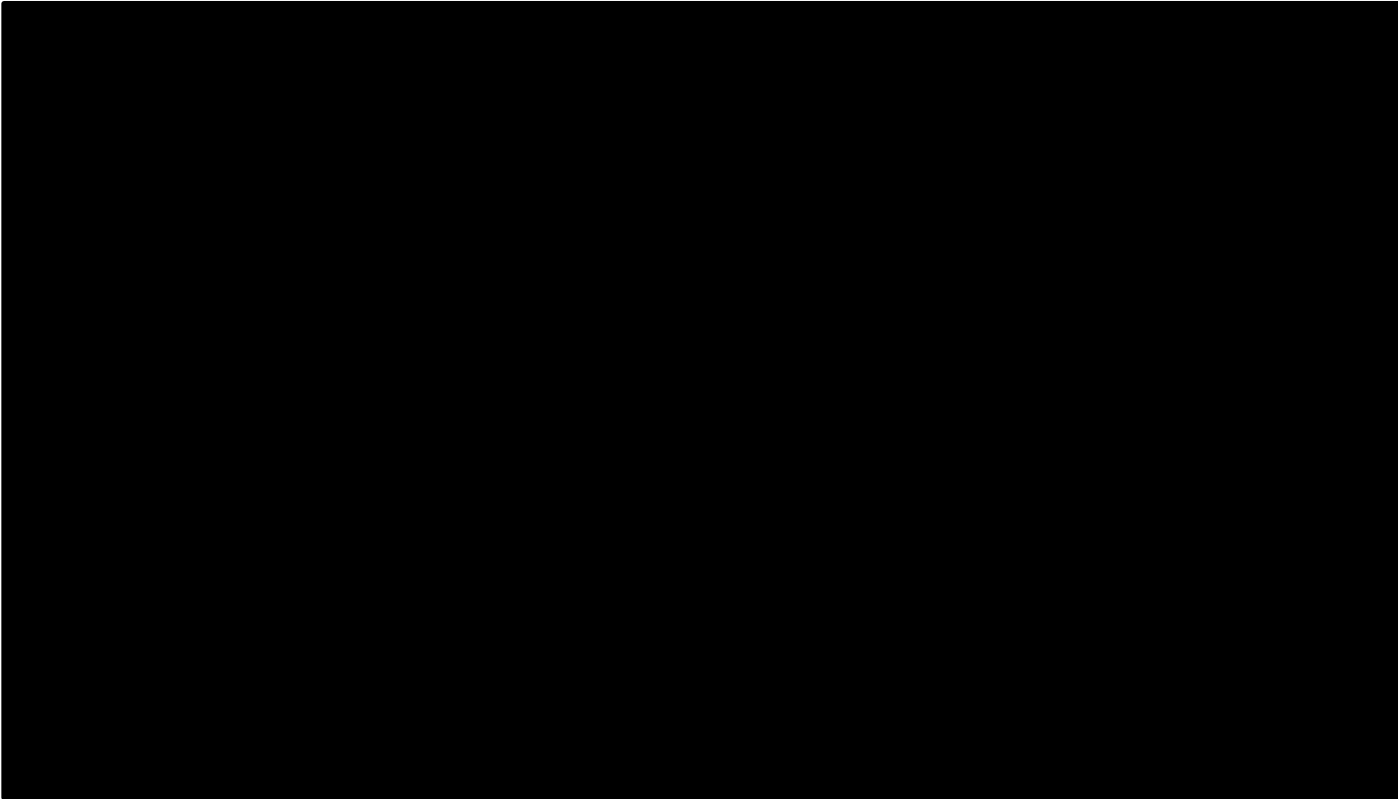
APPENDIX A

Data Cleanse Services



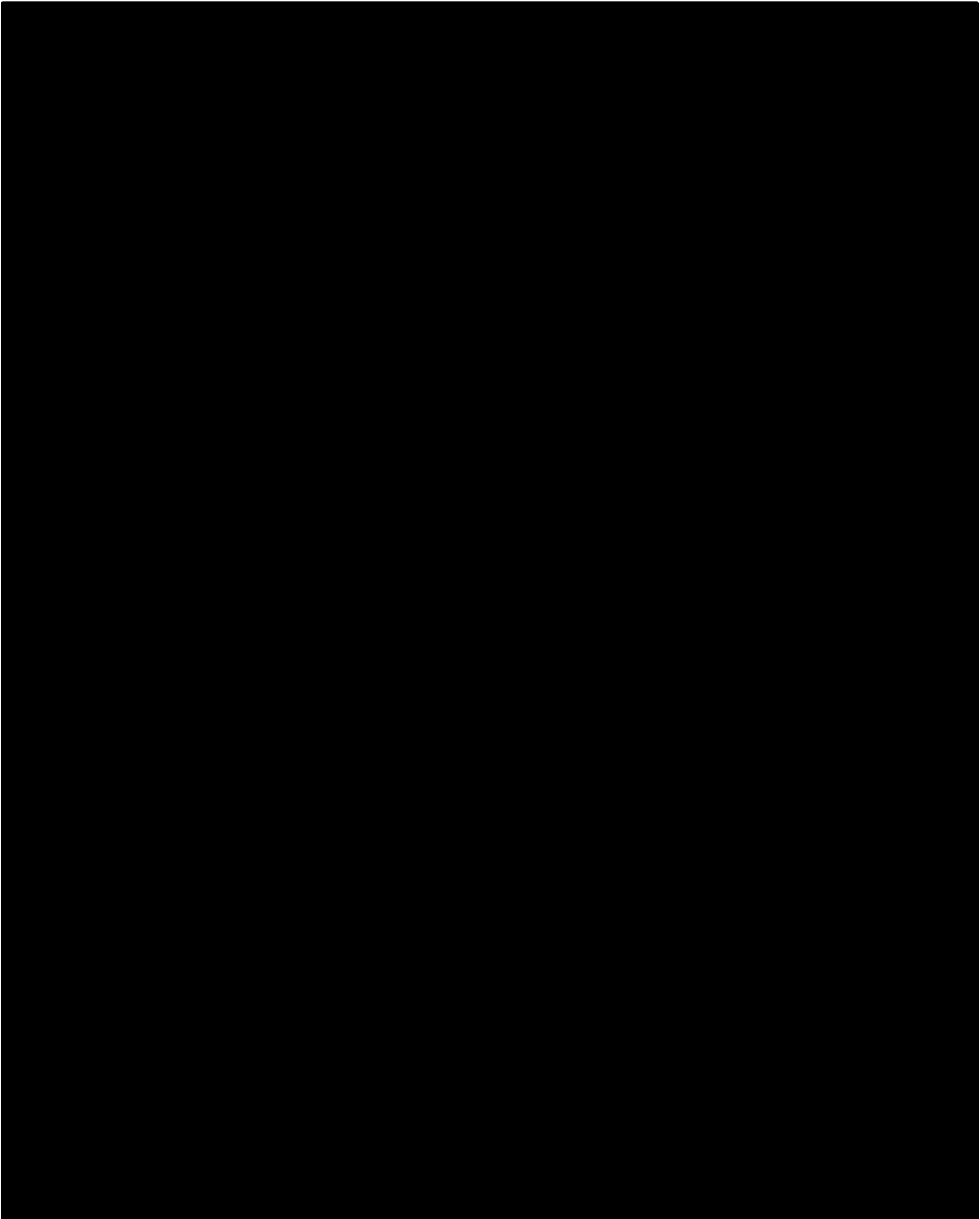
APPENDIX B

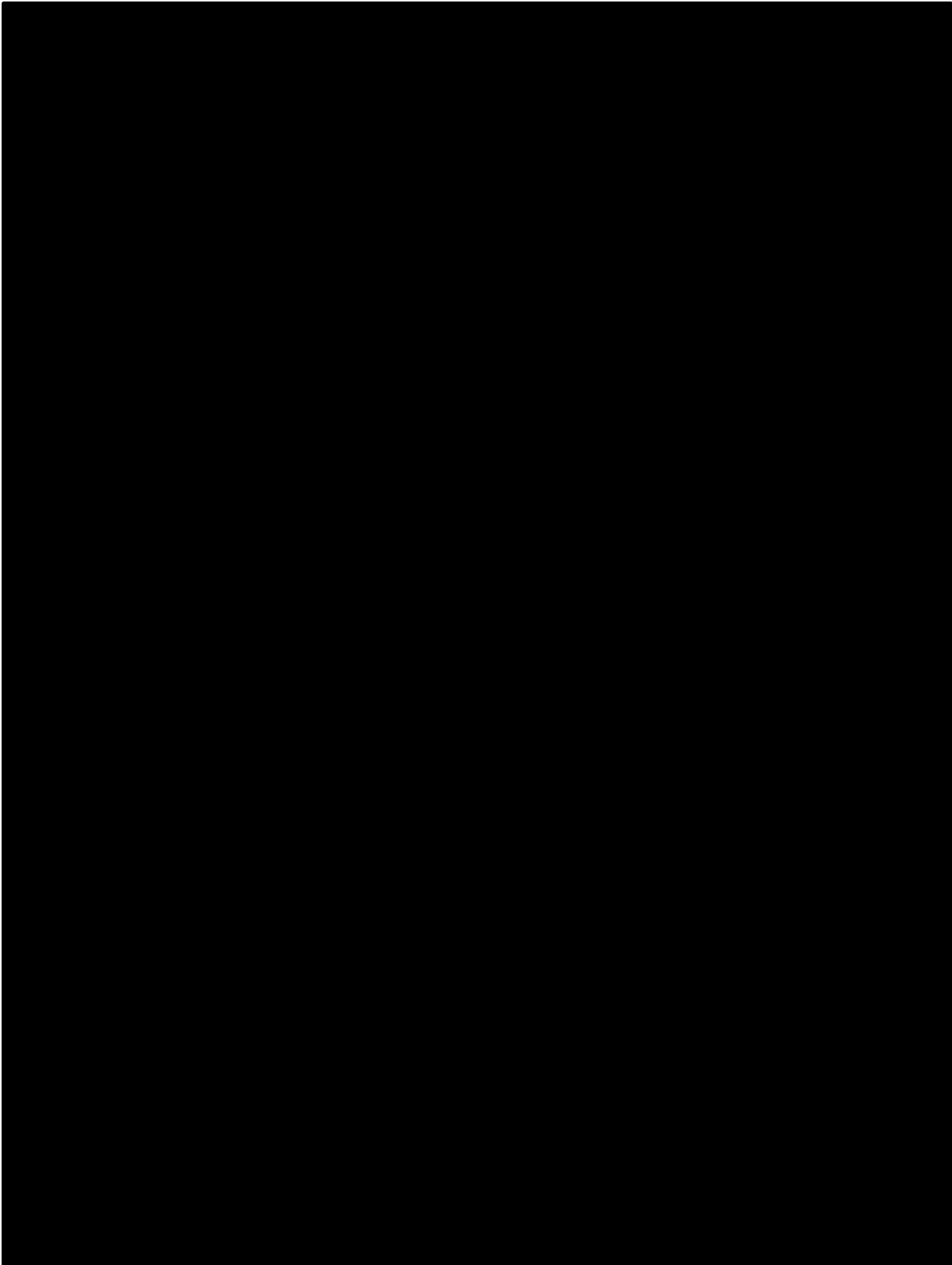
To help the Customer understand how ready its scheme is for Pensions Dashboards, Heywood will undertake an initial assessment of the Customer's data. As an output from this exercise, Heywood will share summary results to help the Customer understand the quality of its data and what actions it needs to take to get ready for Pensions Dashboards.

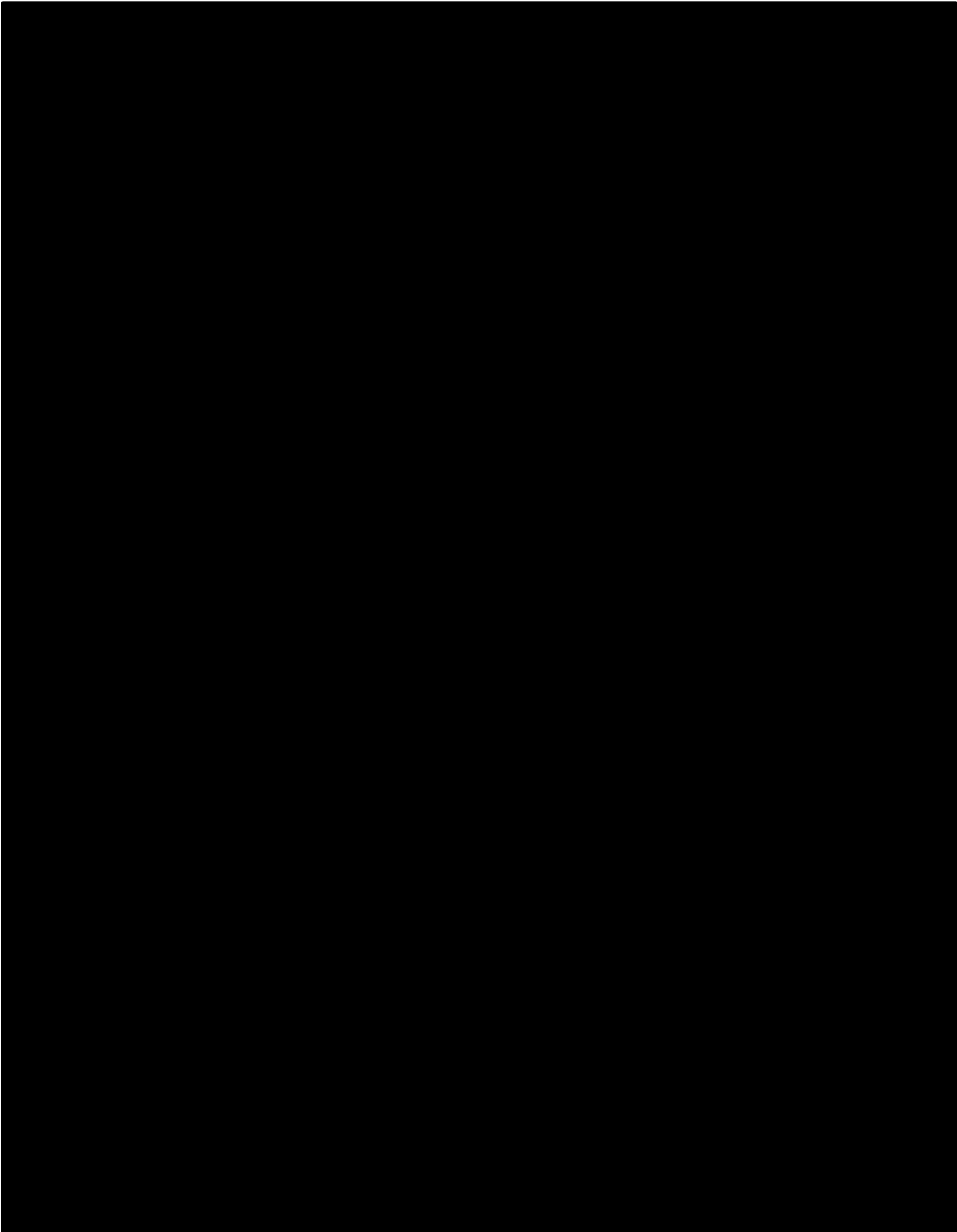


Heywood's maximum aggregate liability to the Customer in respect of any and all losses arising out of or in connection with the Data Readiness Assessment Services will not exceed an amount equal to the fees payable by the Customer to Heywood for such Data Readiness Assessment Services.

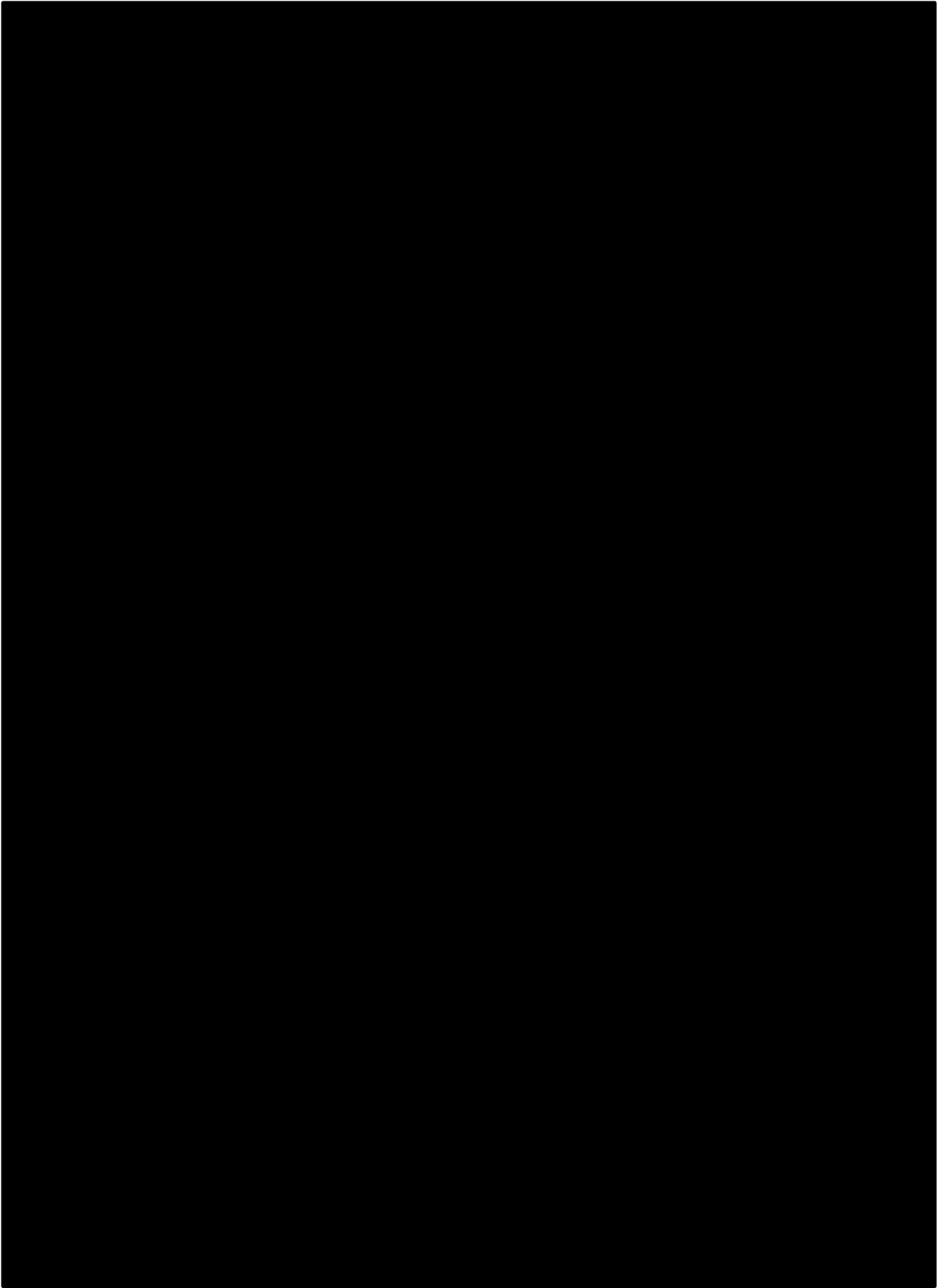
APPENDIX C





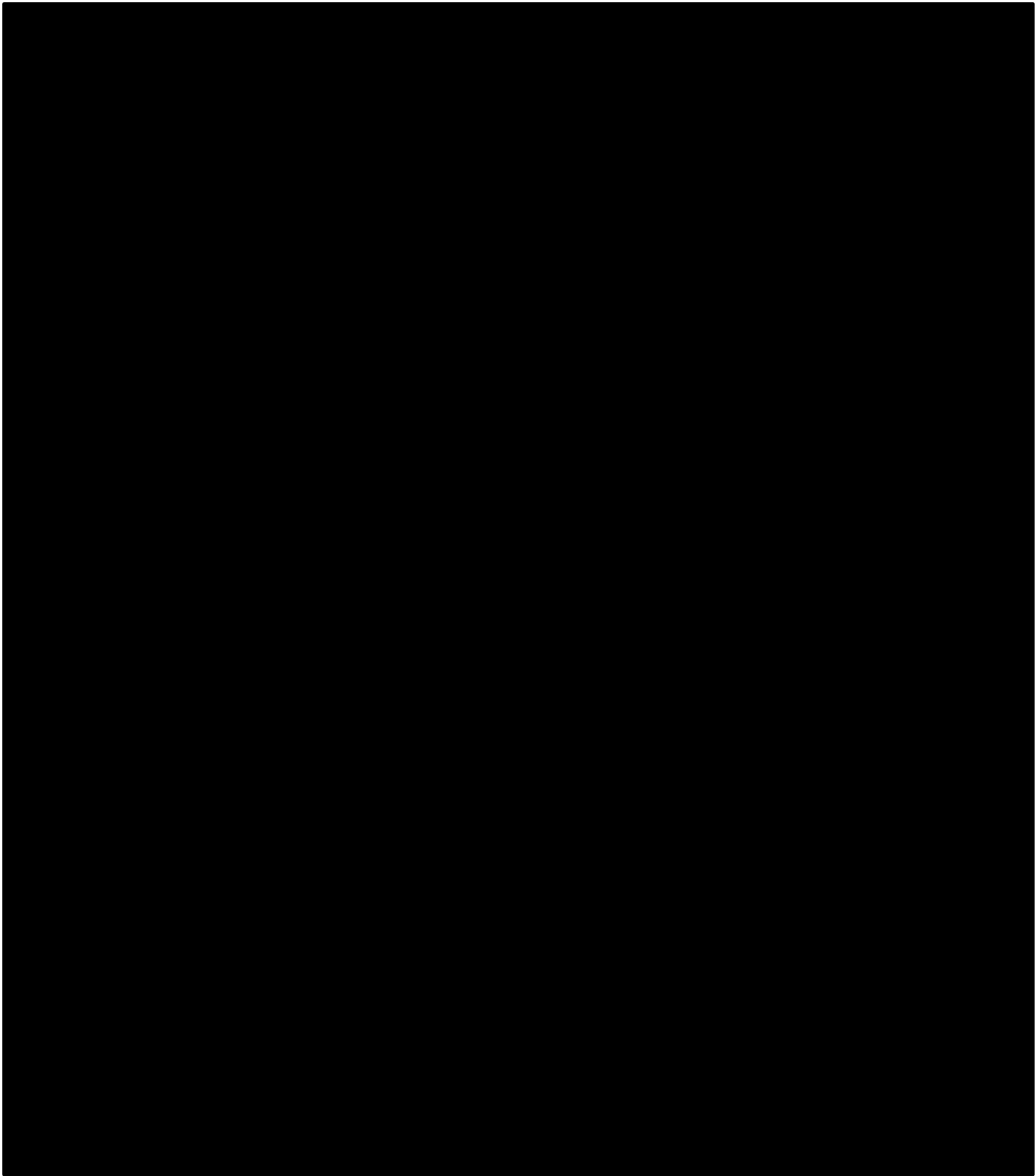


PRODUCT TERMS

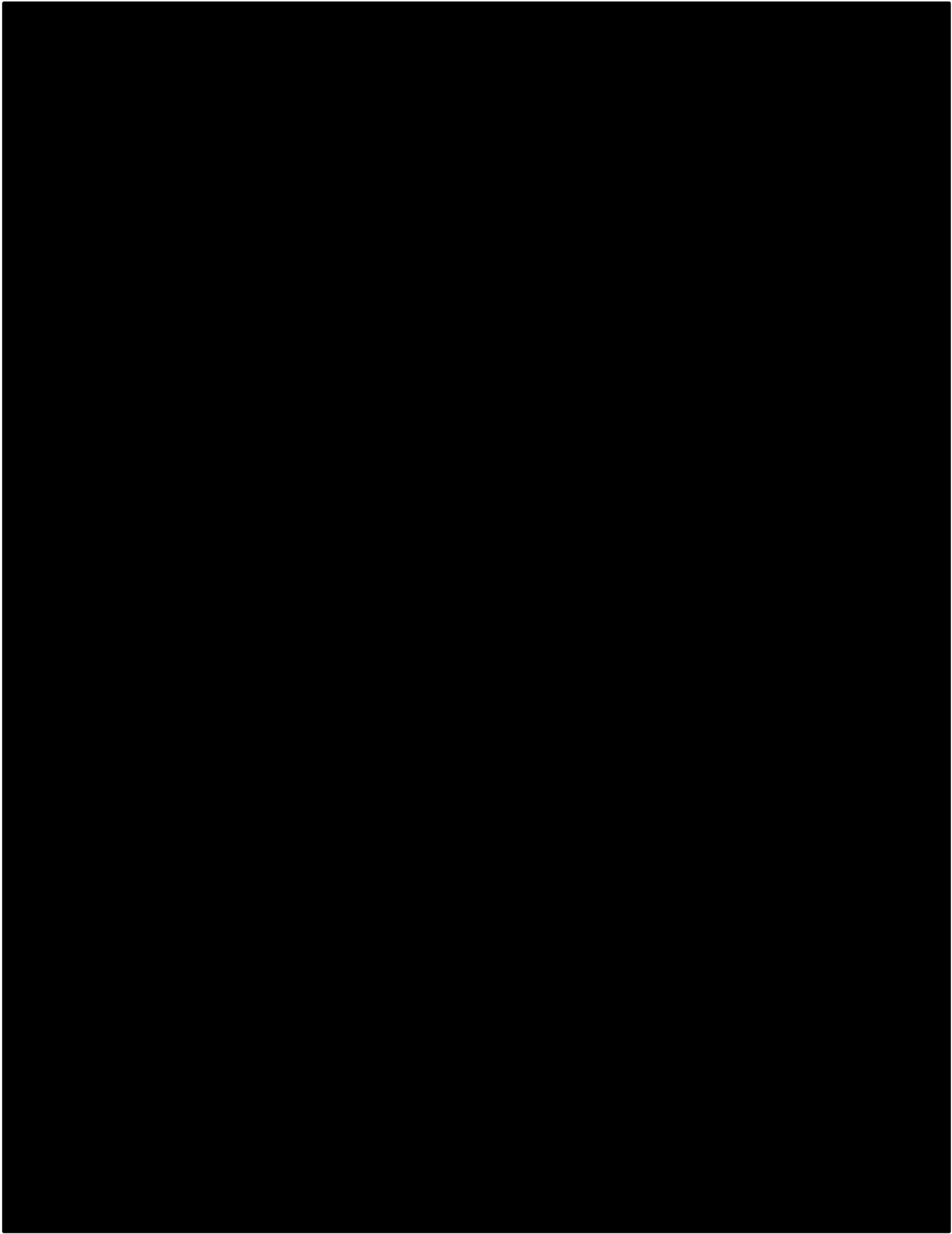


SCHEDULE 1

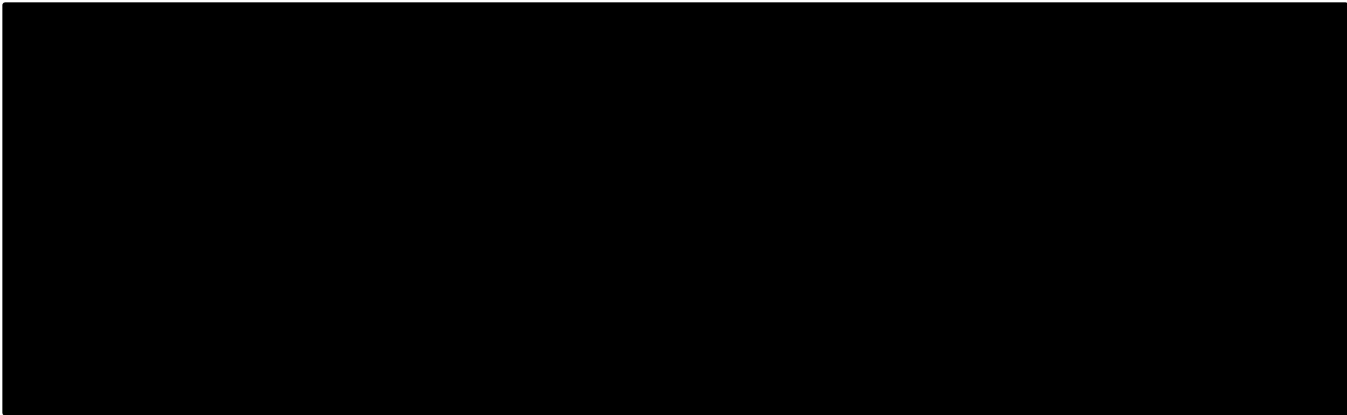
Service Description



Product Terms for the Heywood ISP Service only

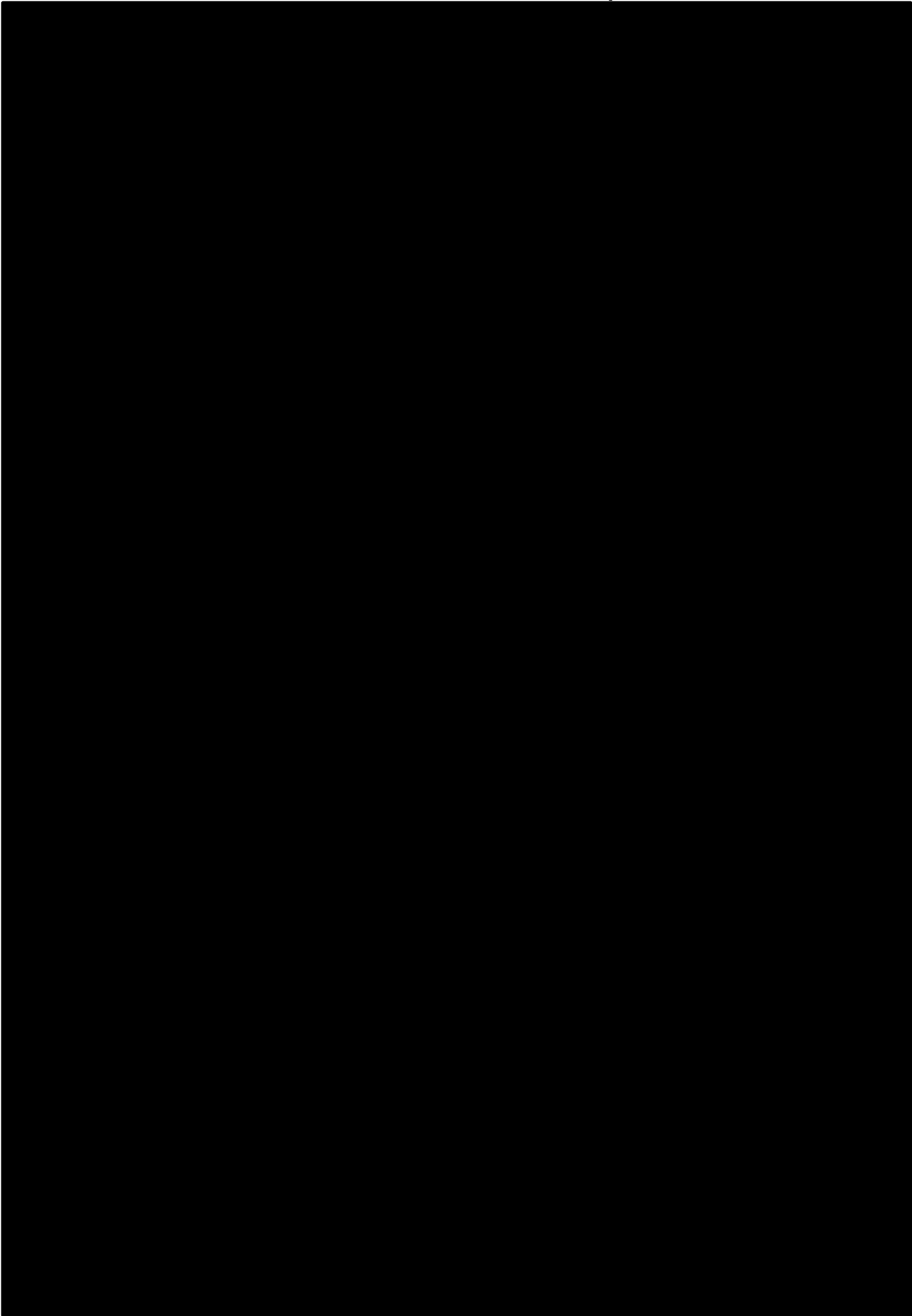


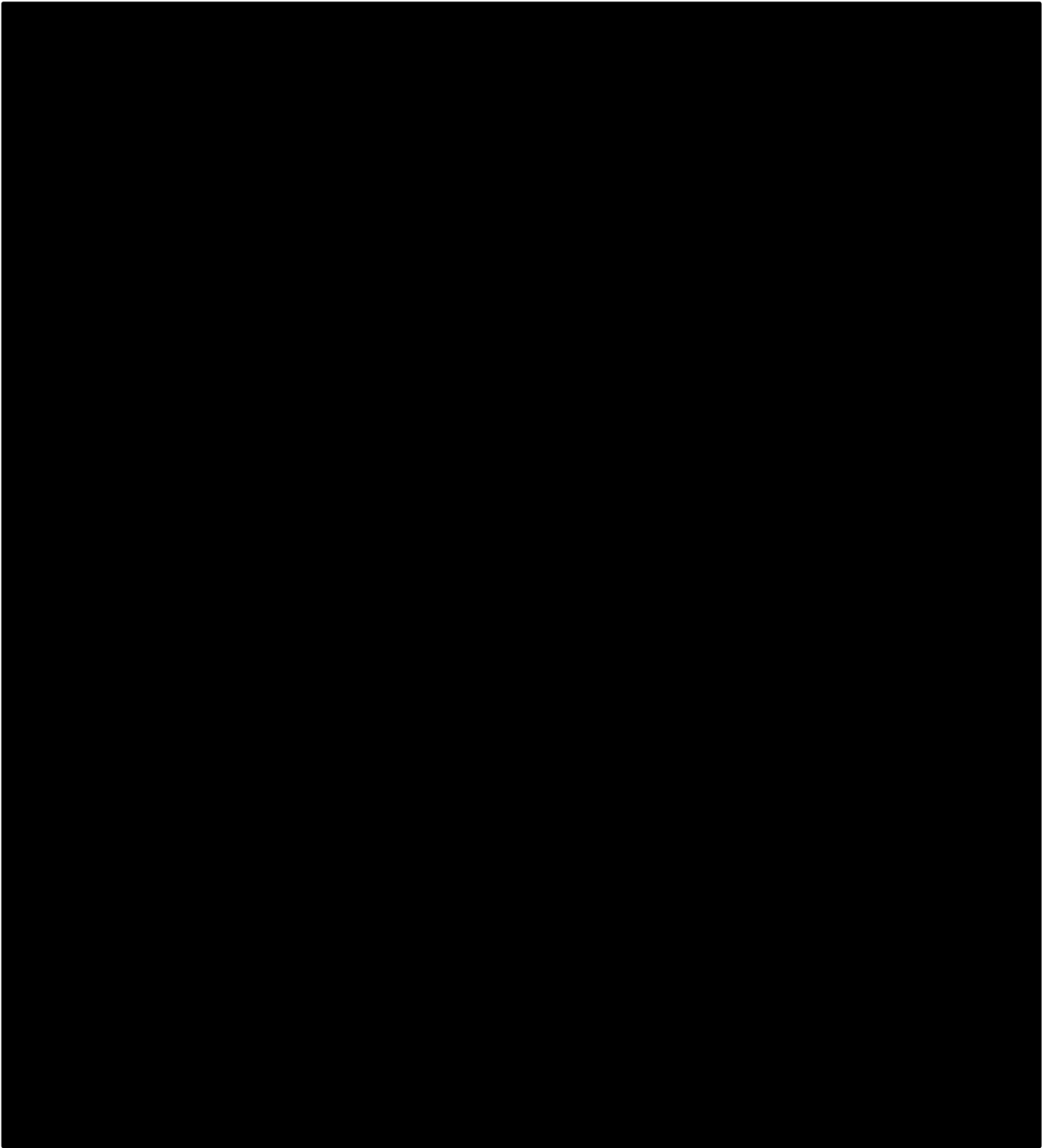
Product Terms for the Heywood ISP Service only



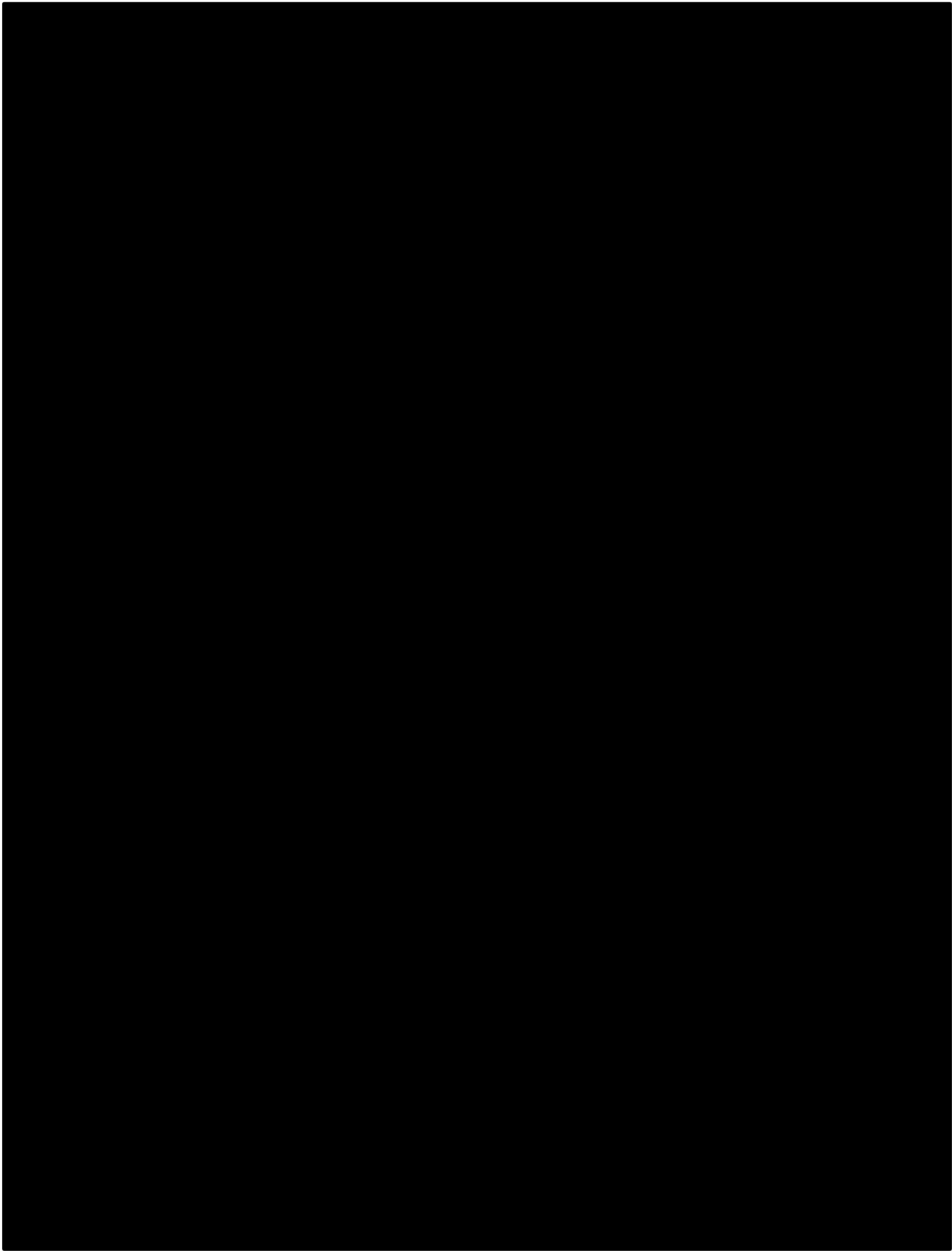
Product Terms for the Heywood ISP Service only

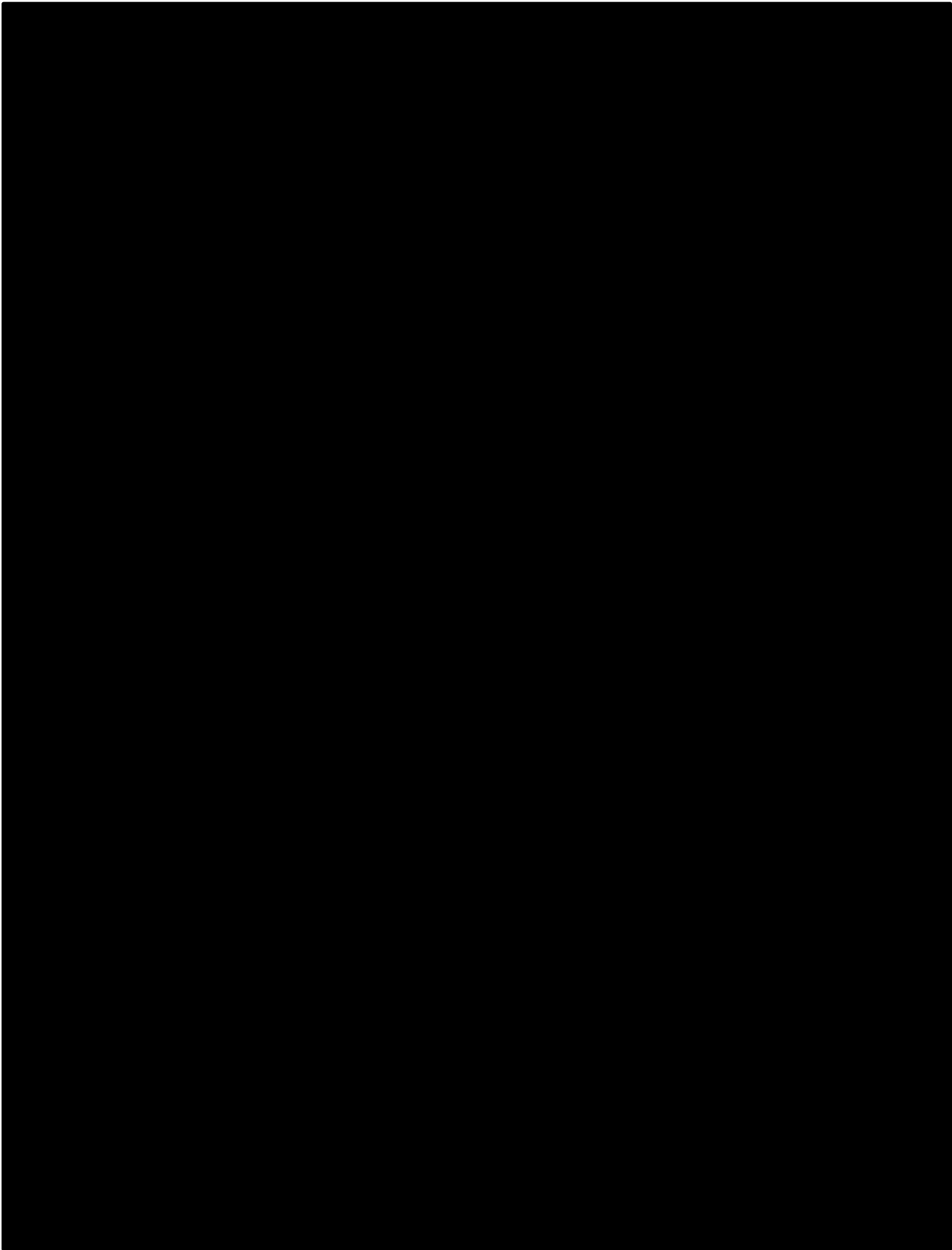
Annex 1 to Schedule 1 – Security

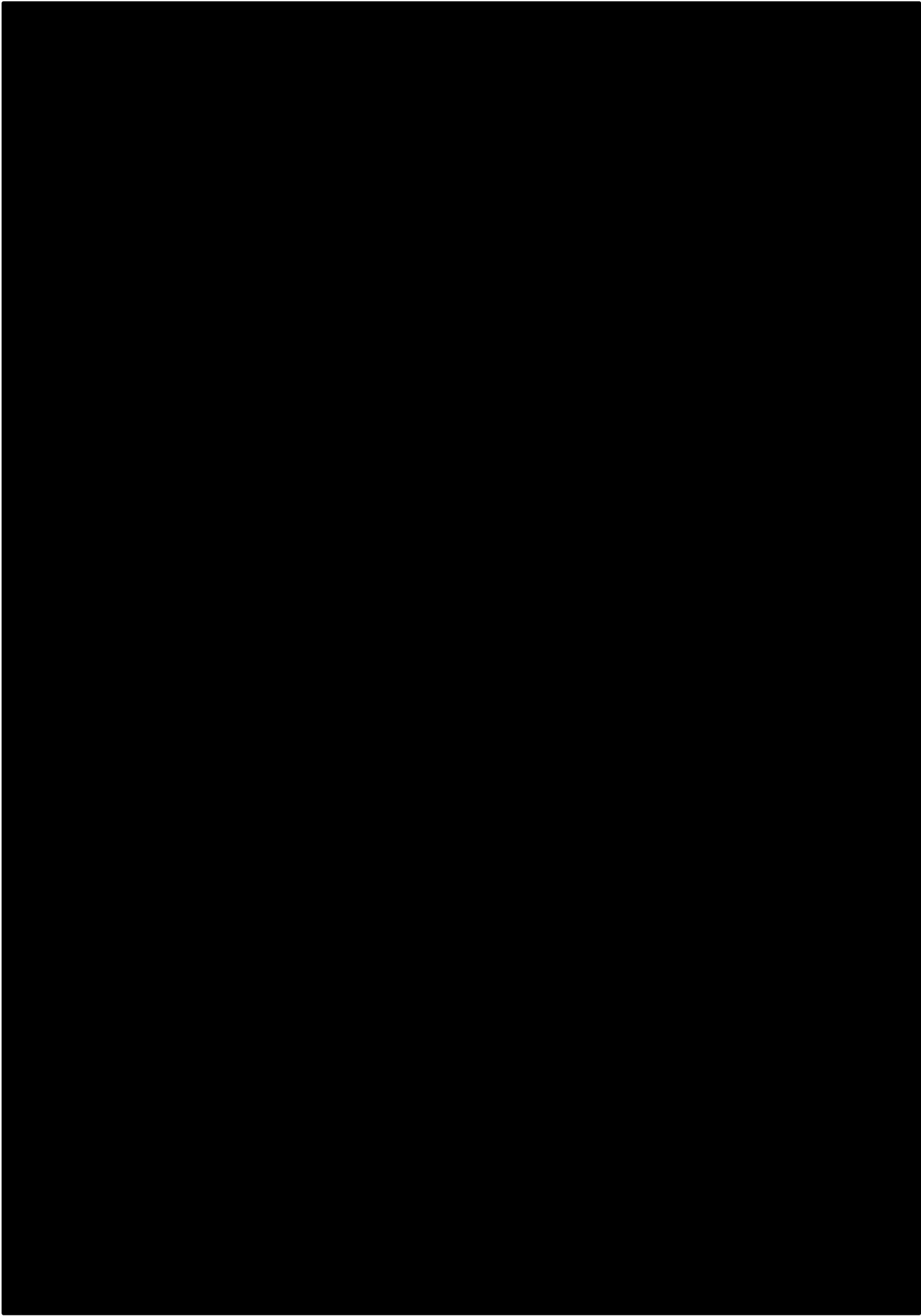


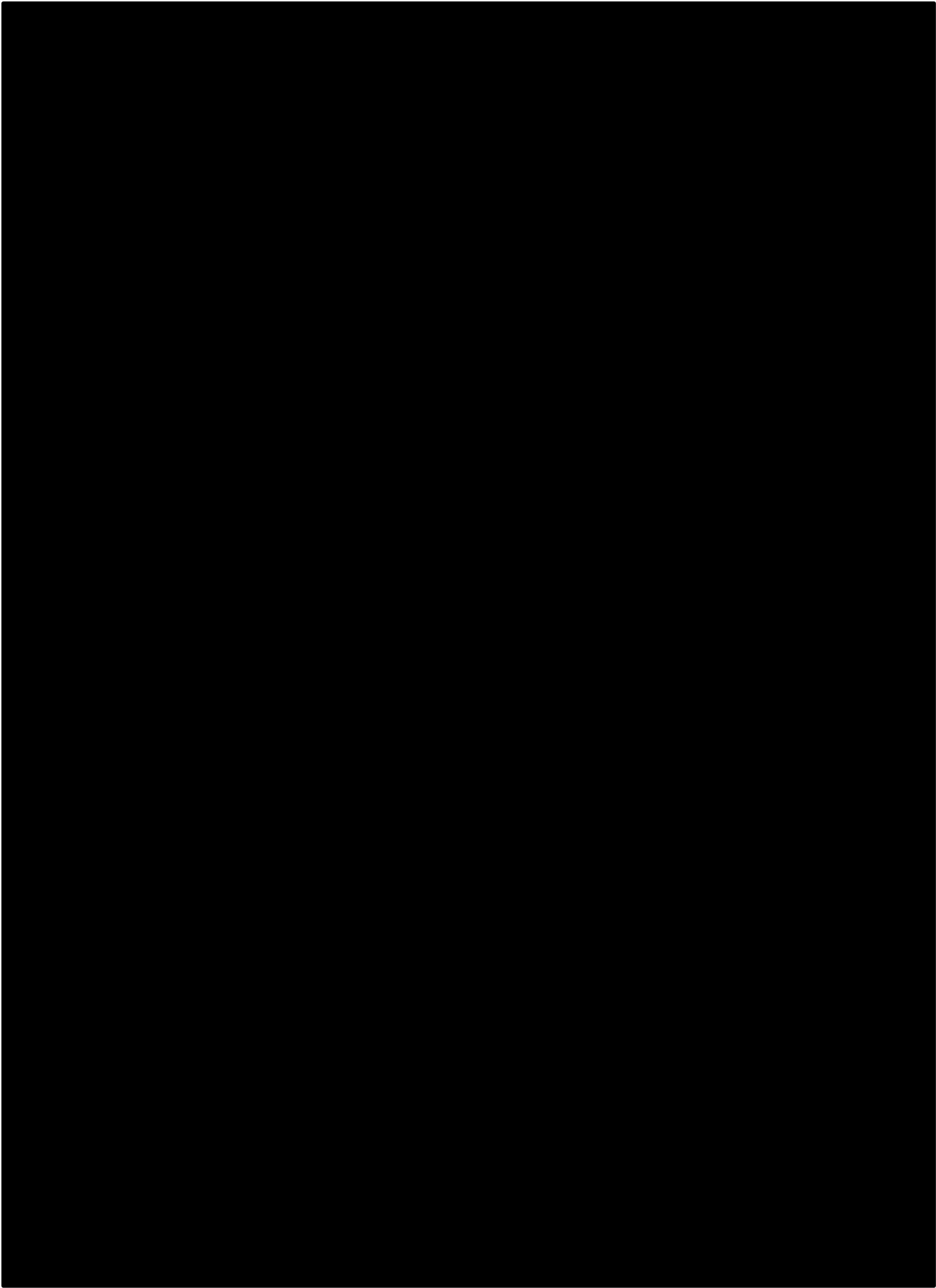


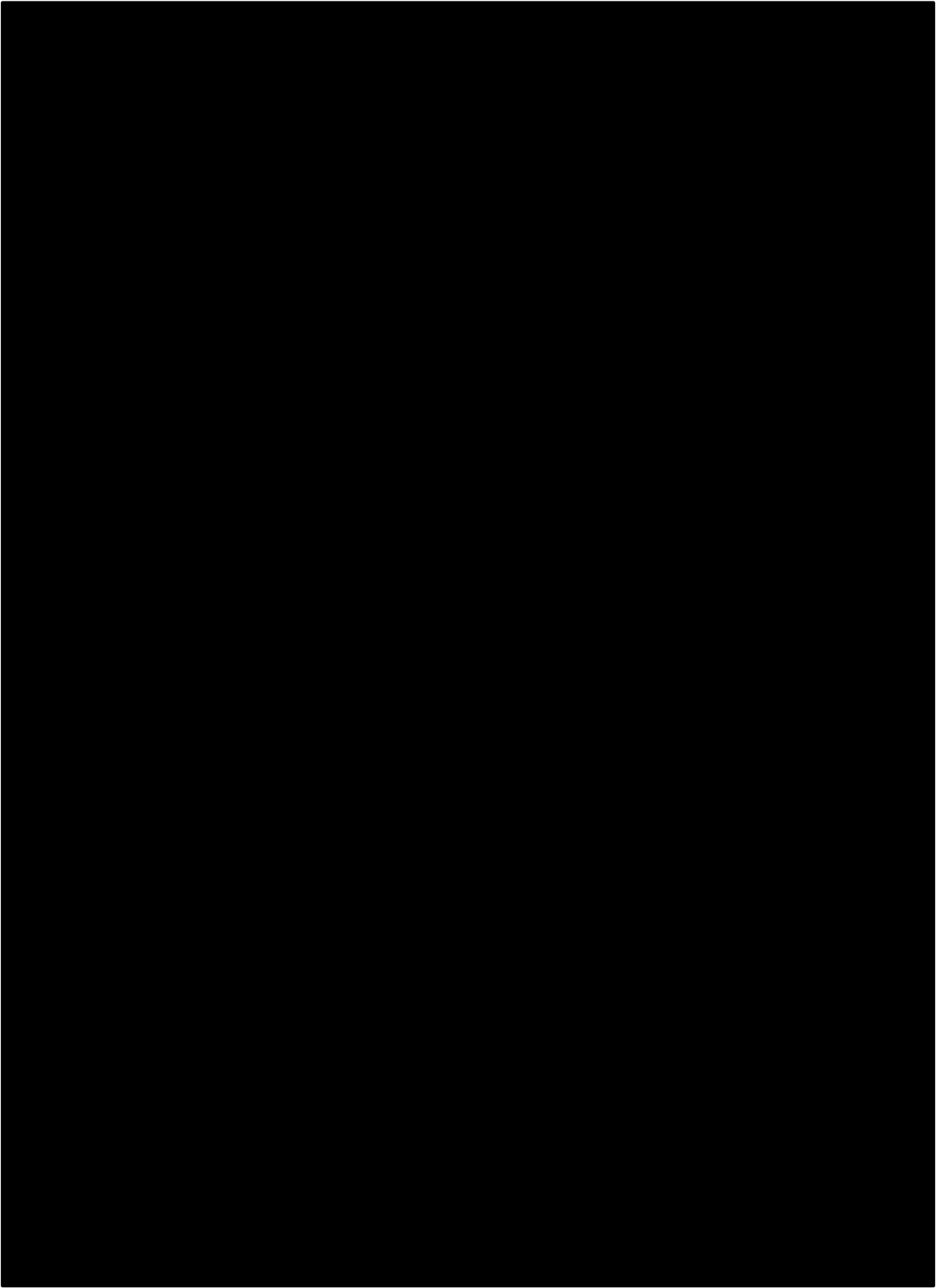
MASTER AGREEMENT

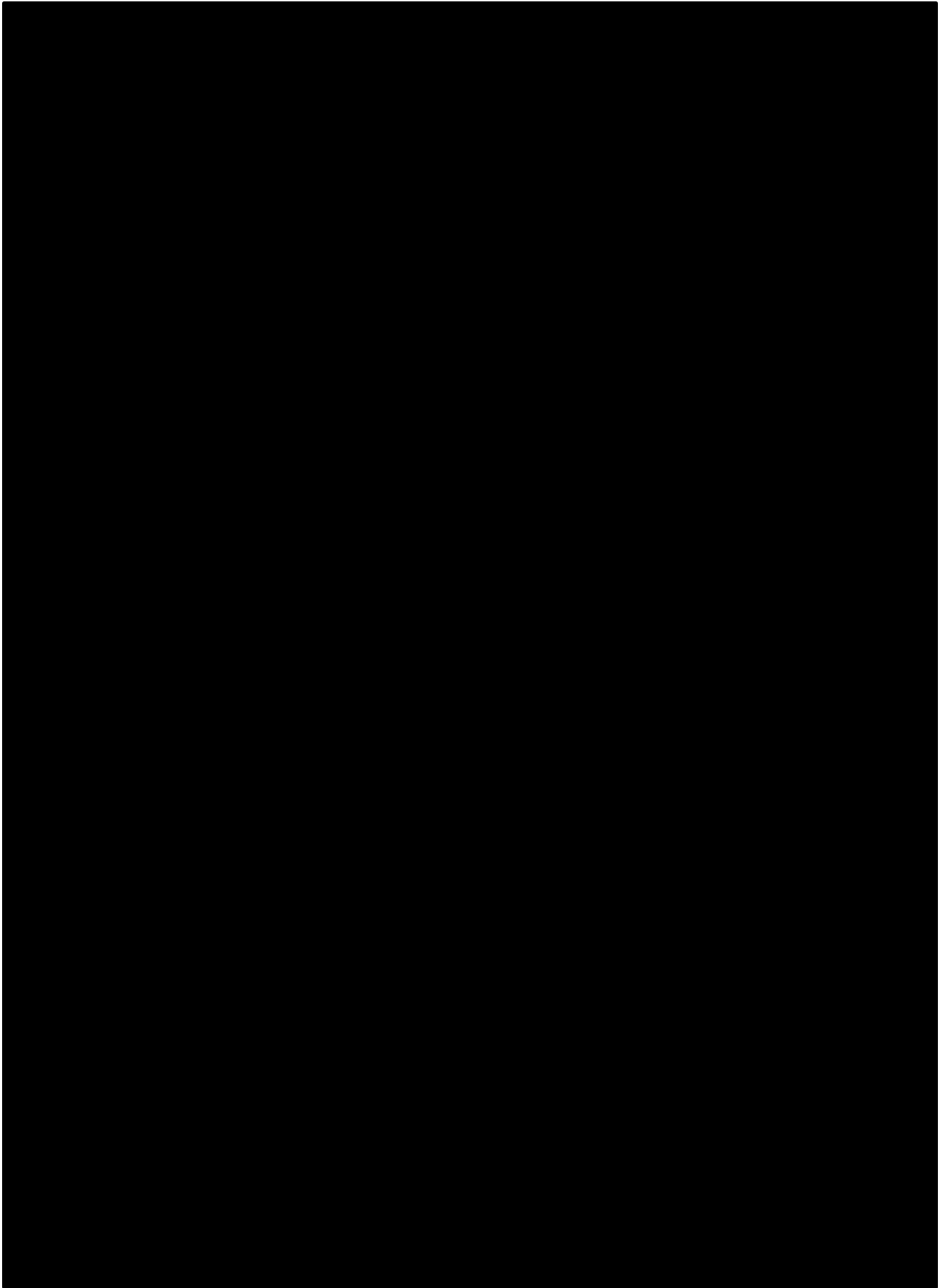


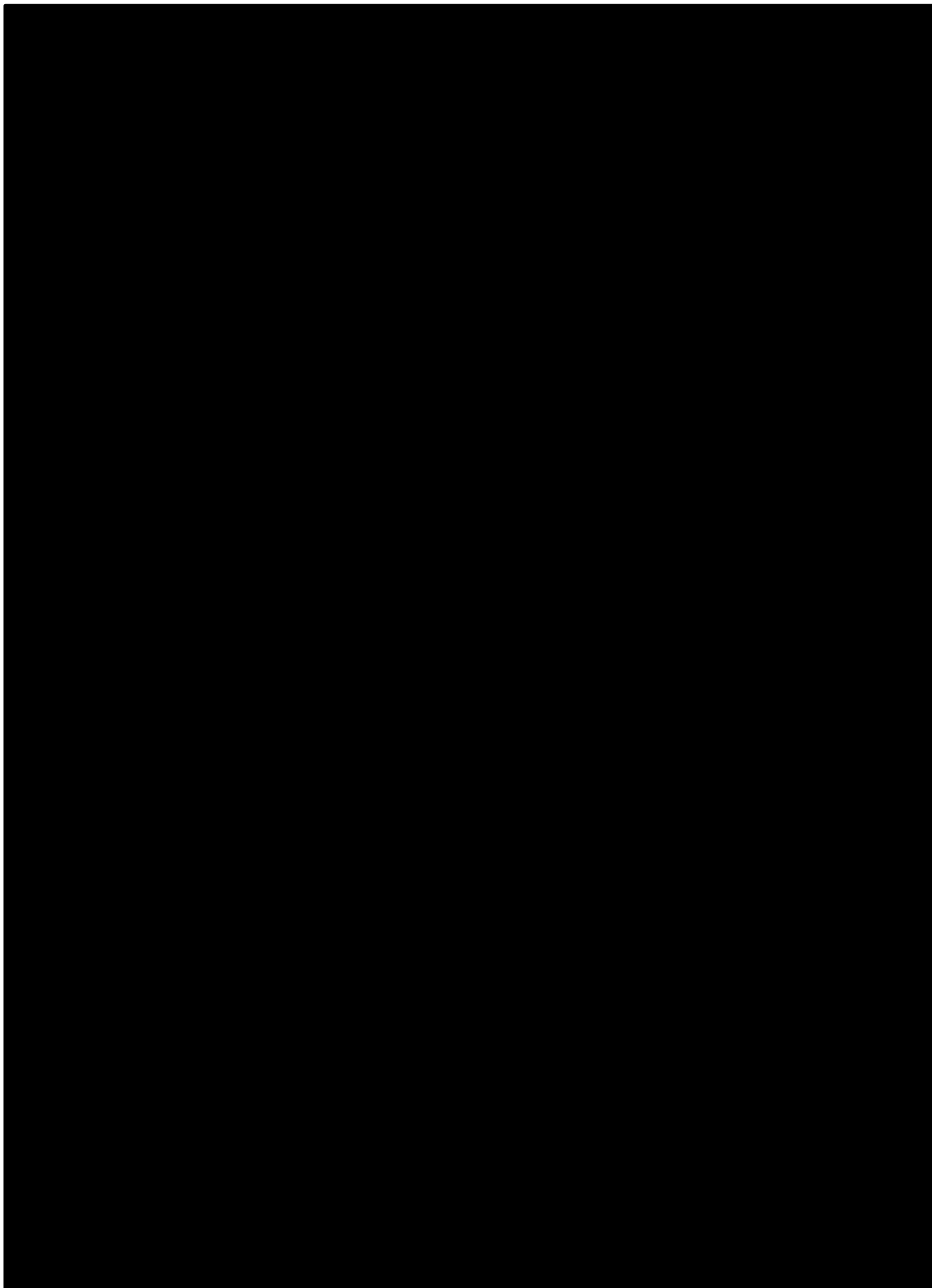


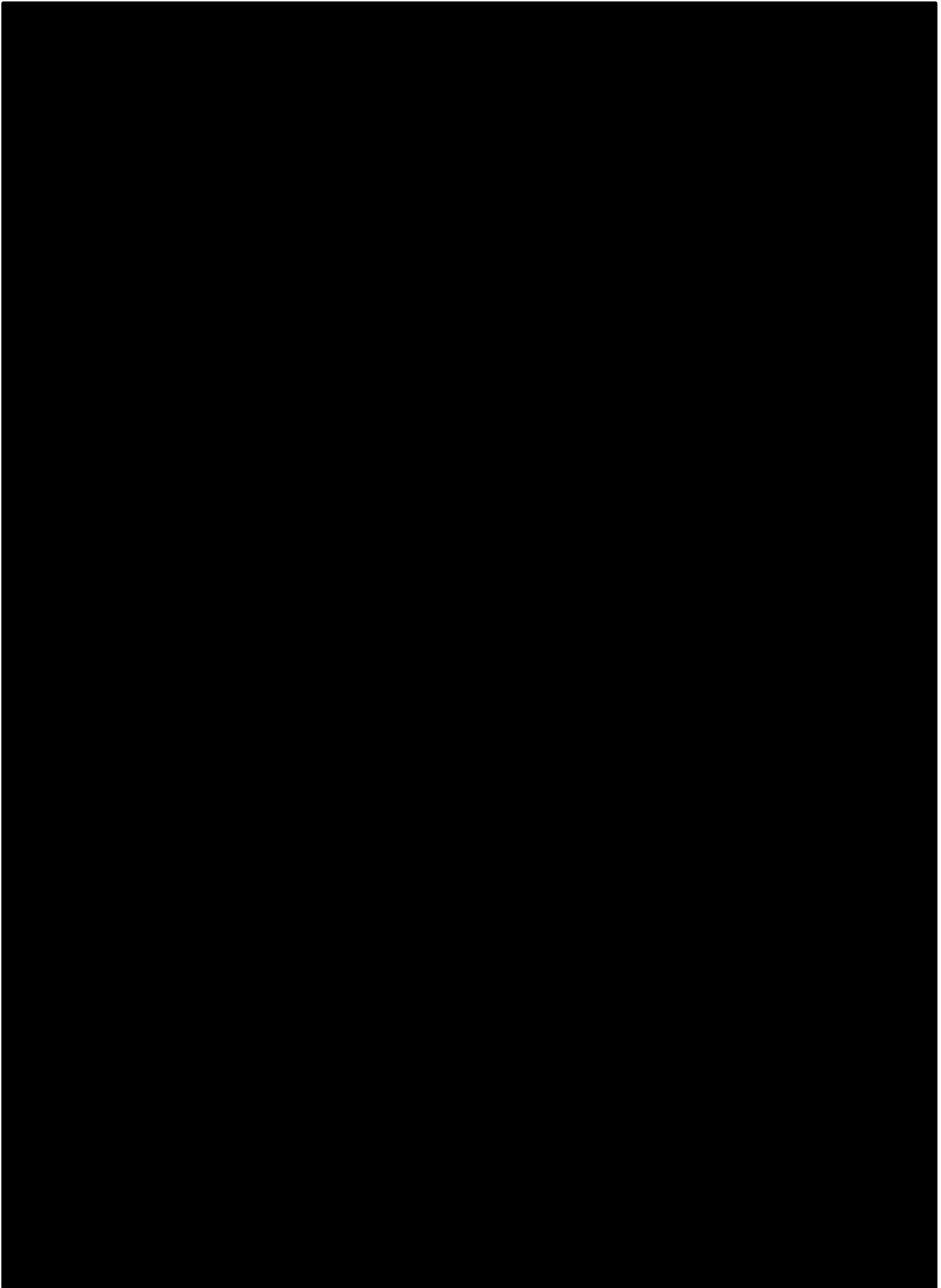


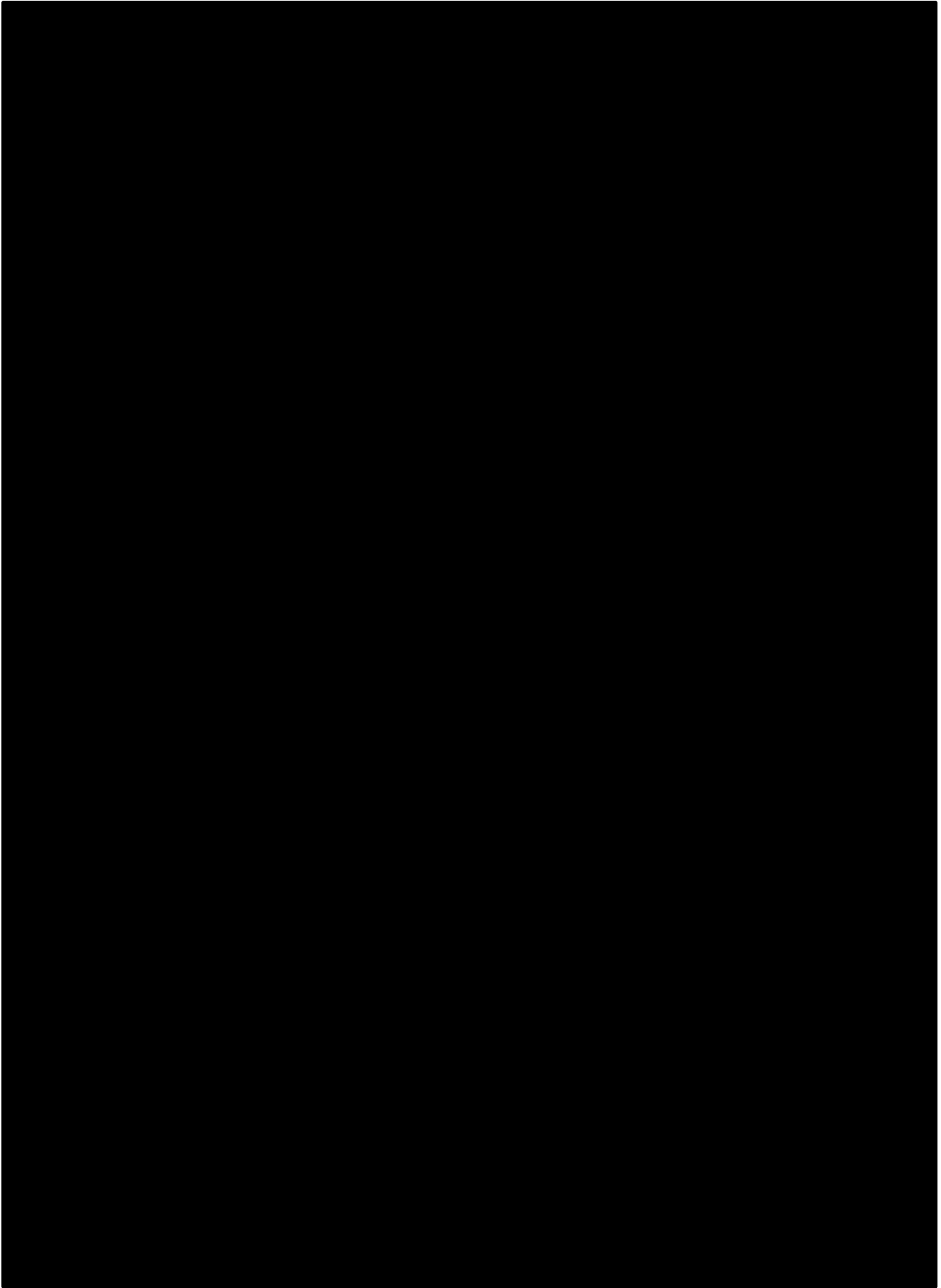


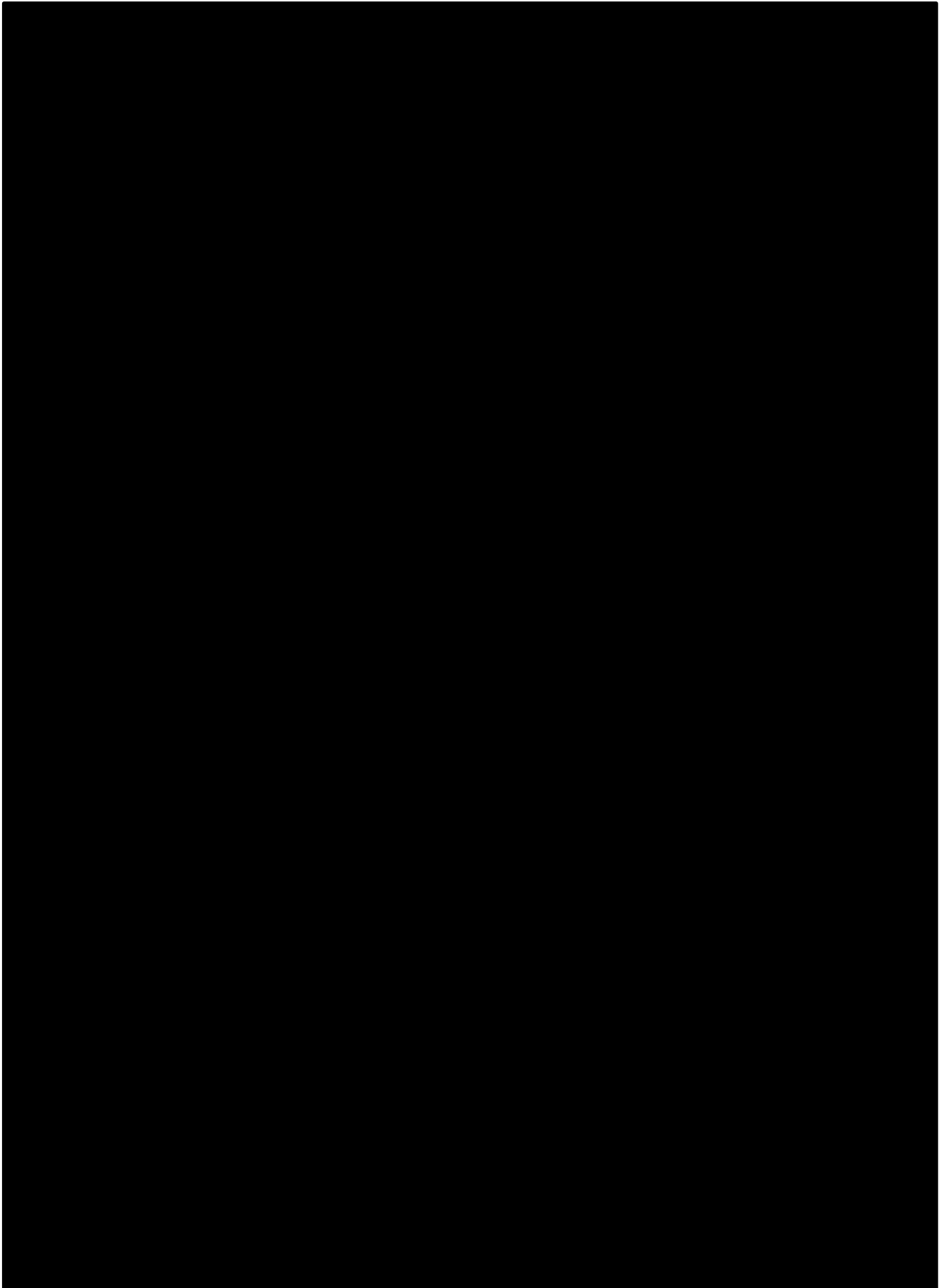


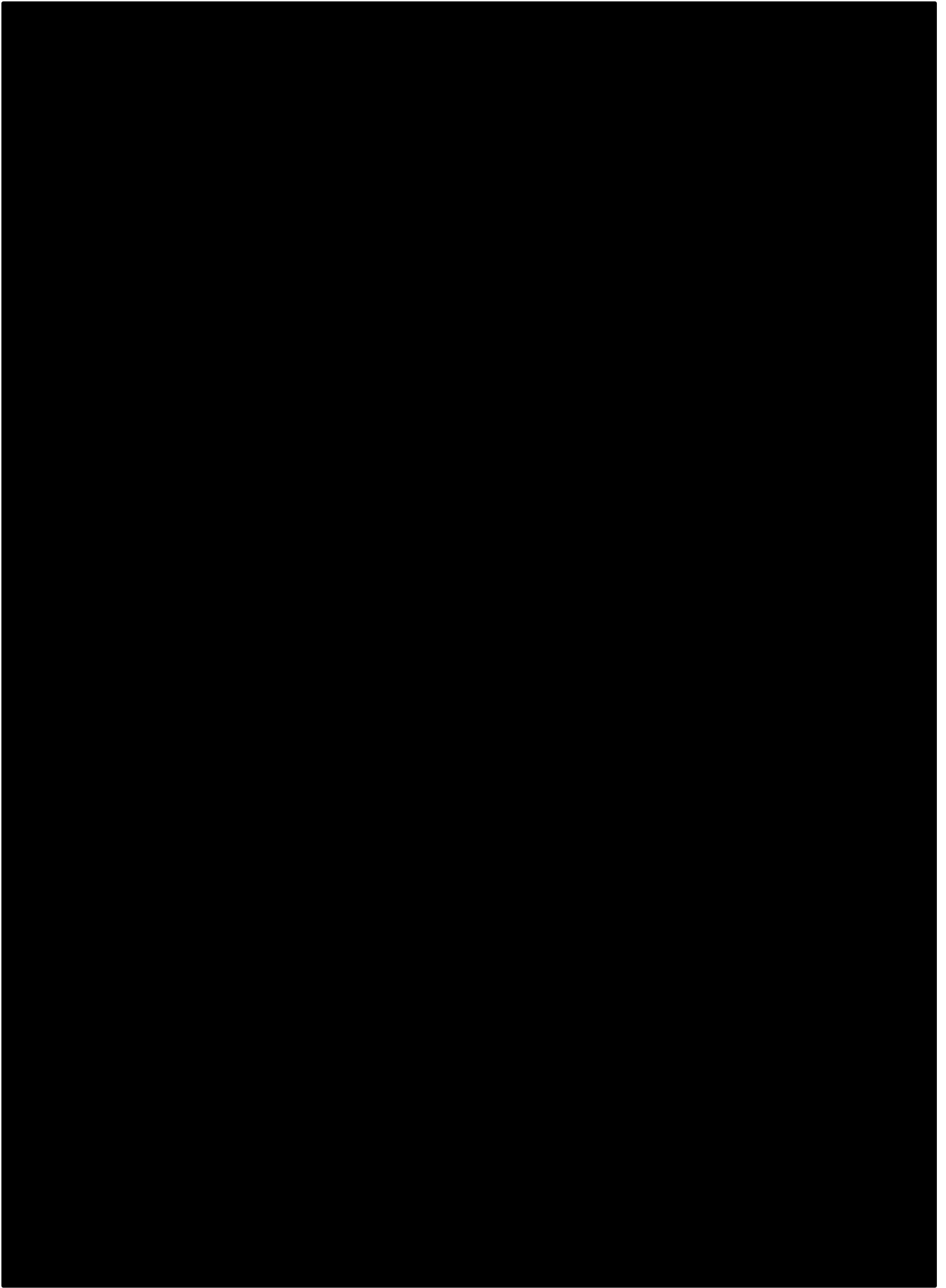


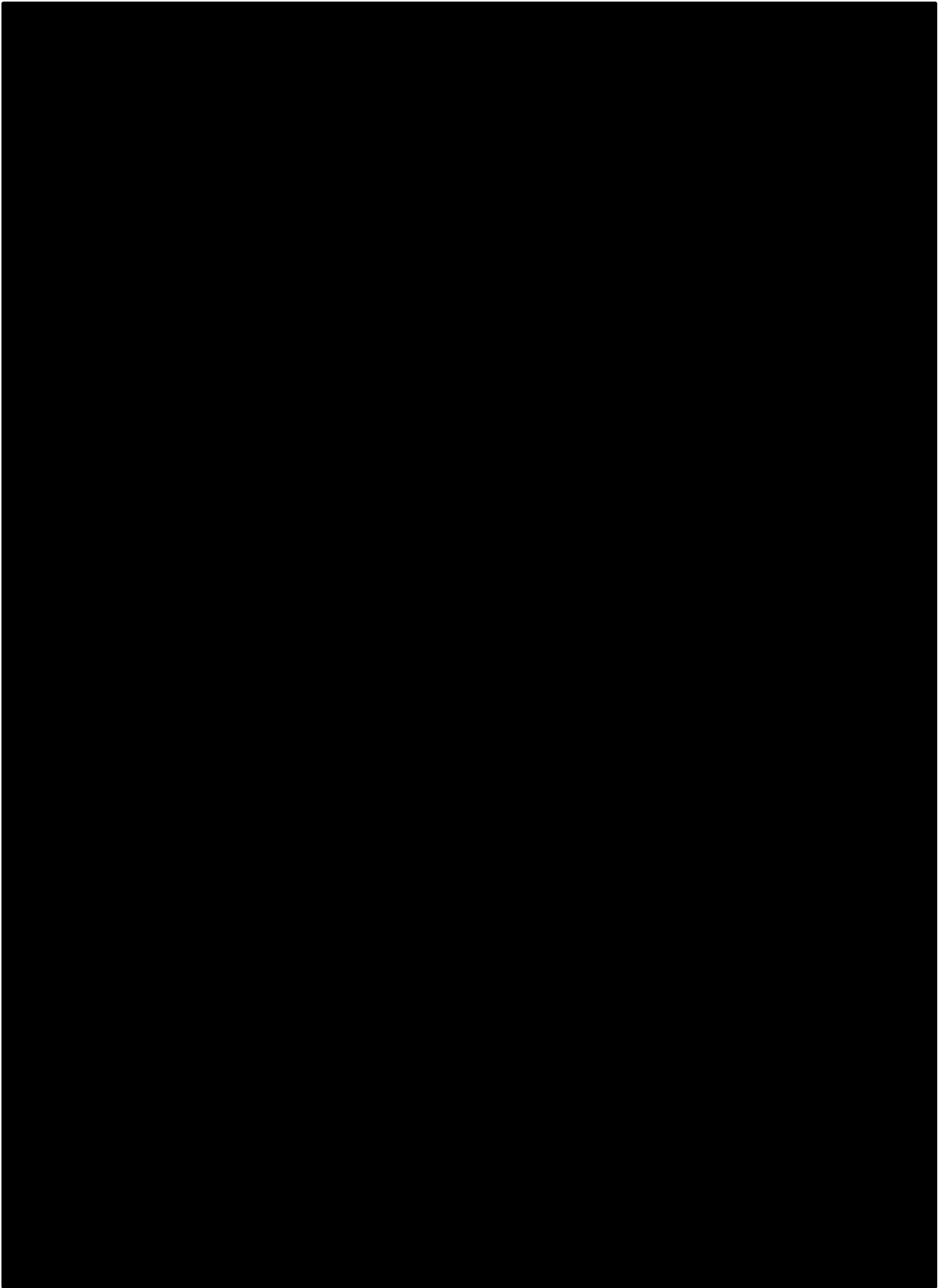


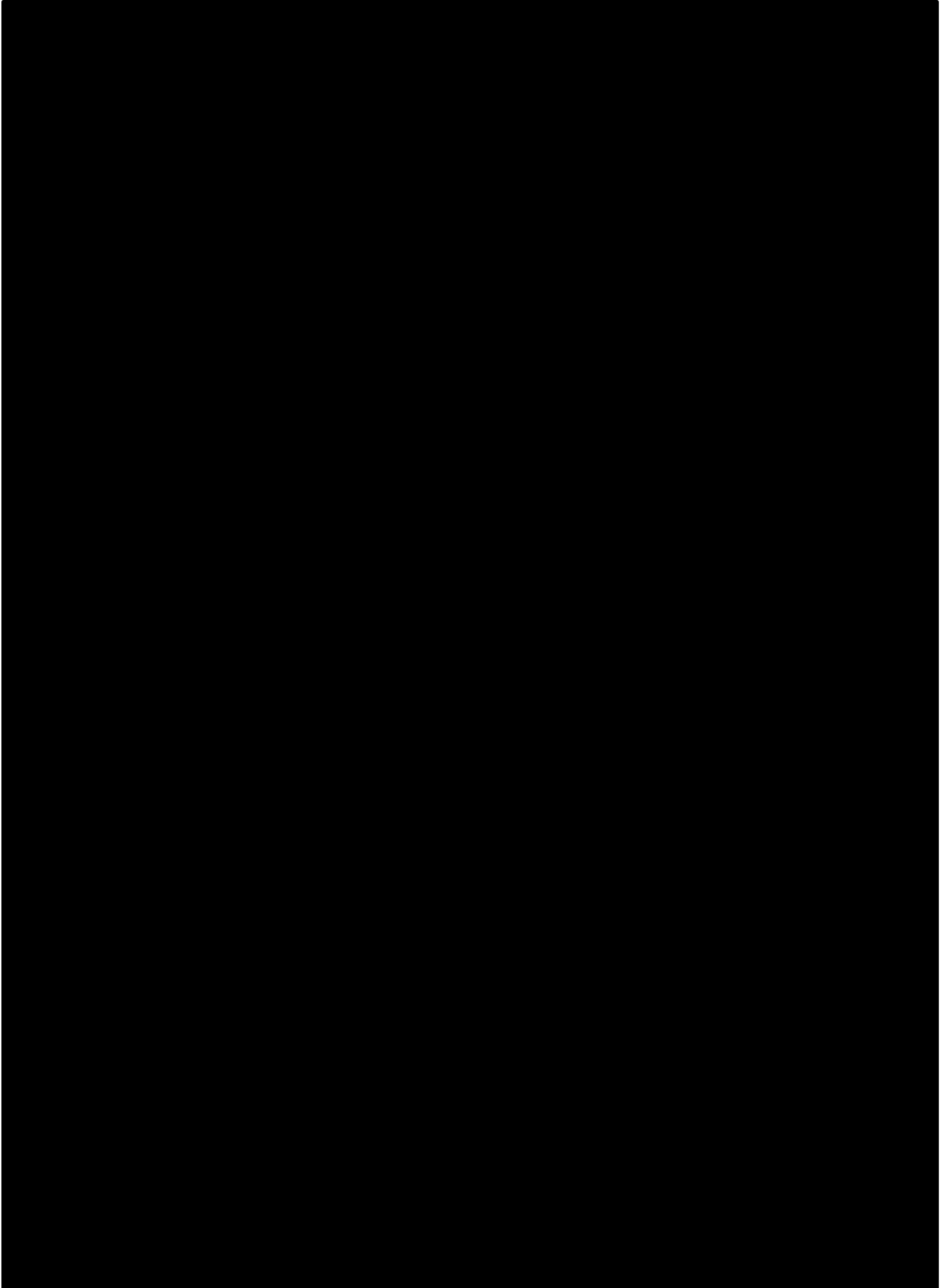


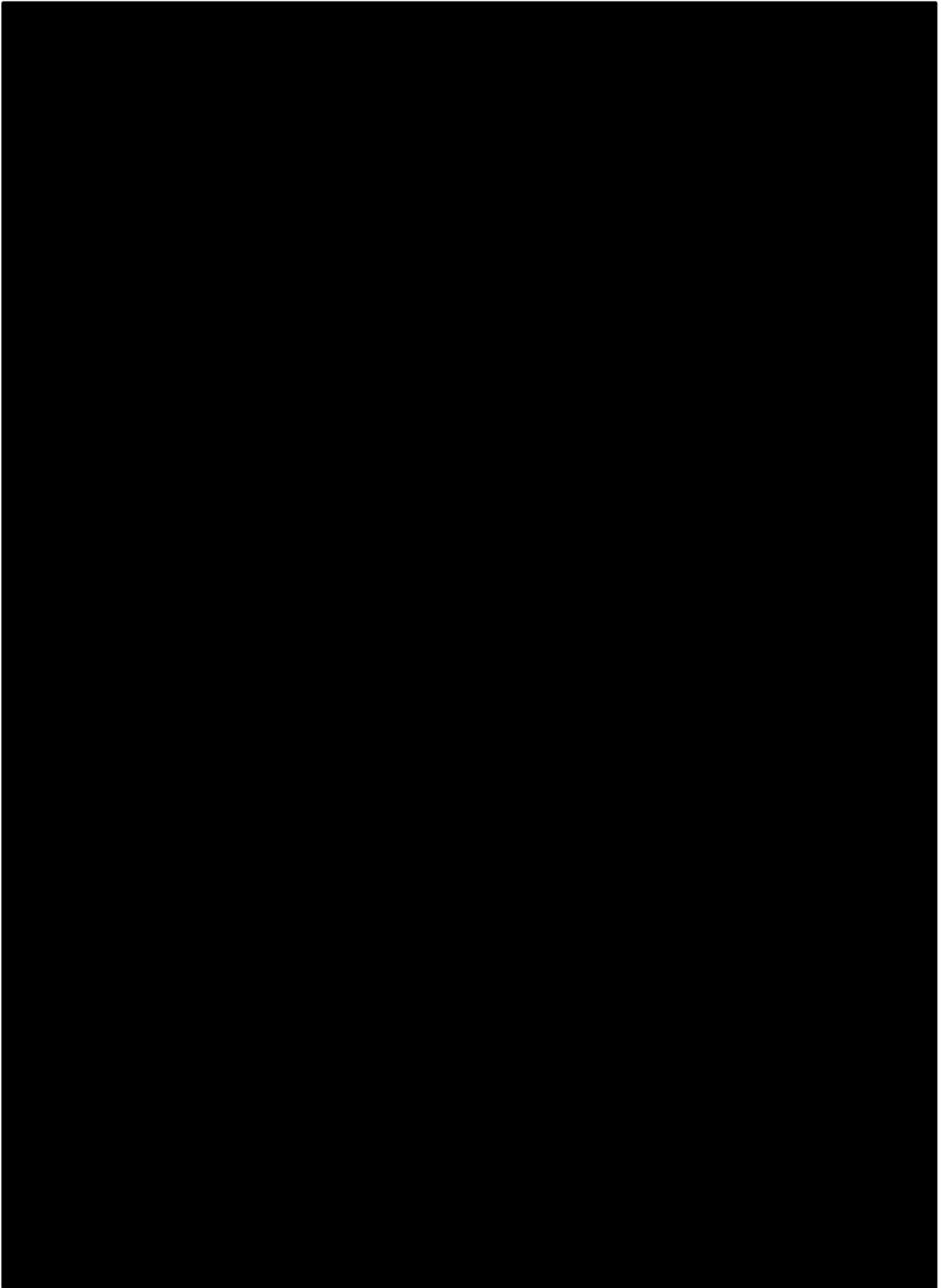


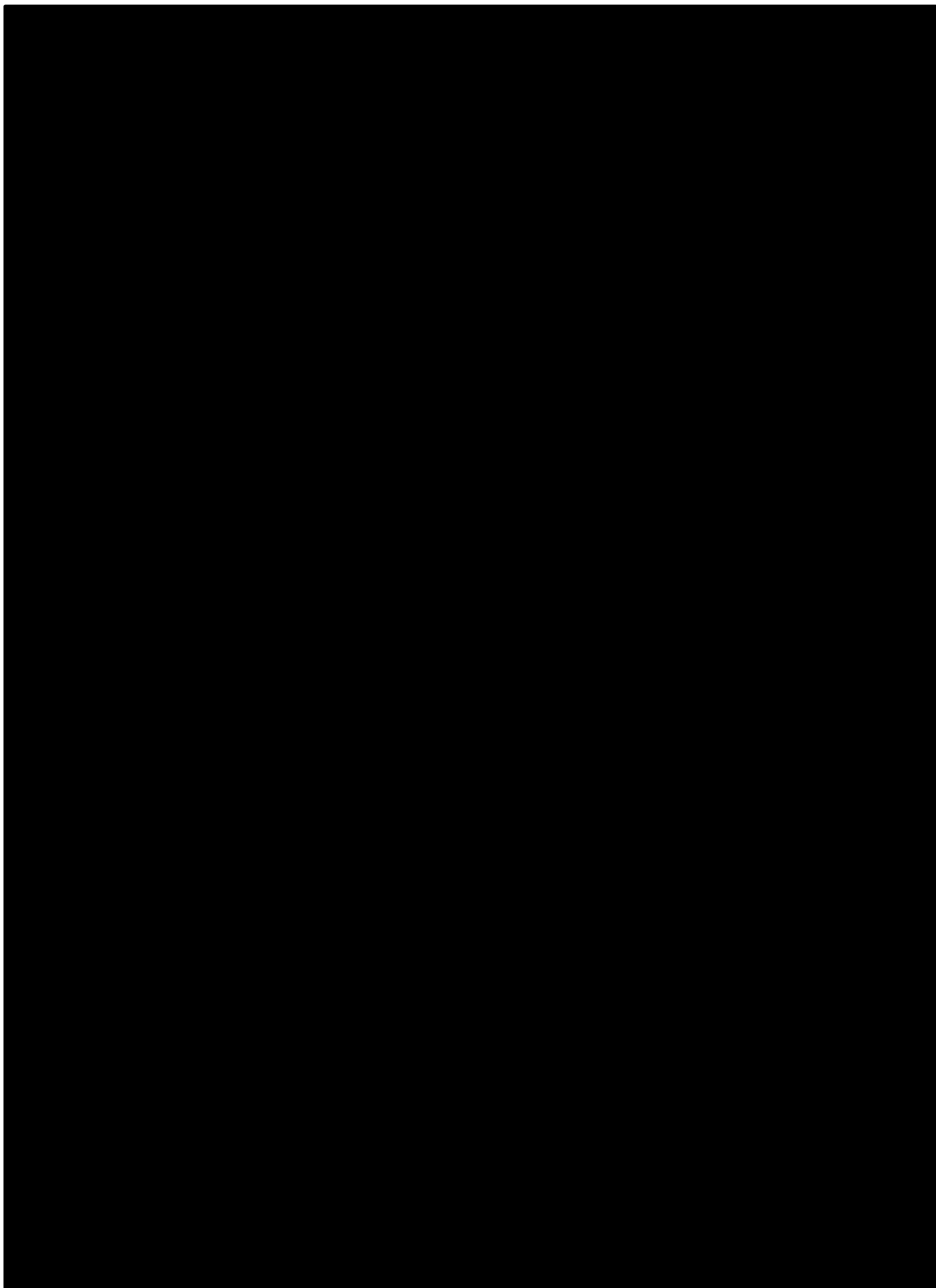


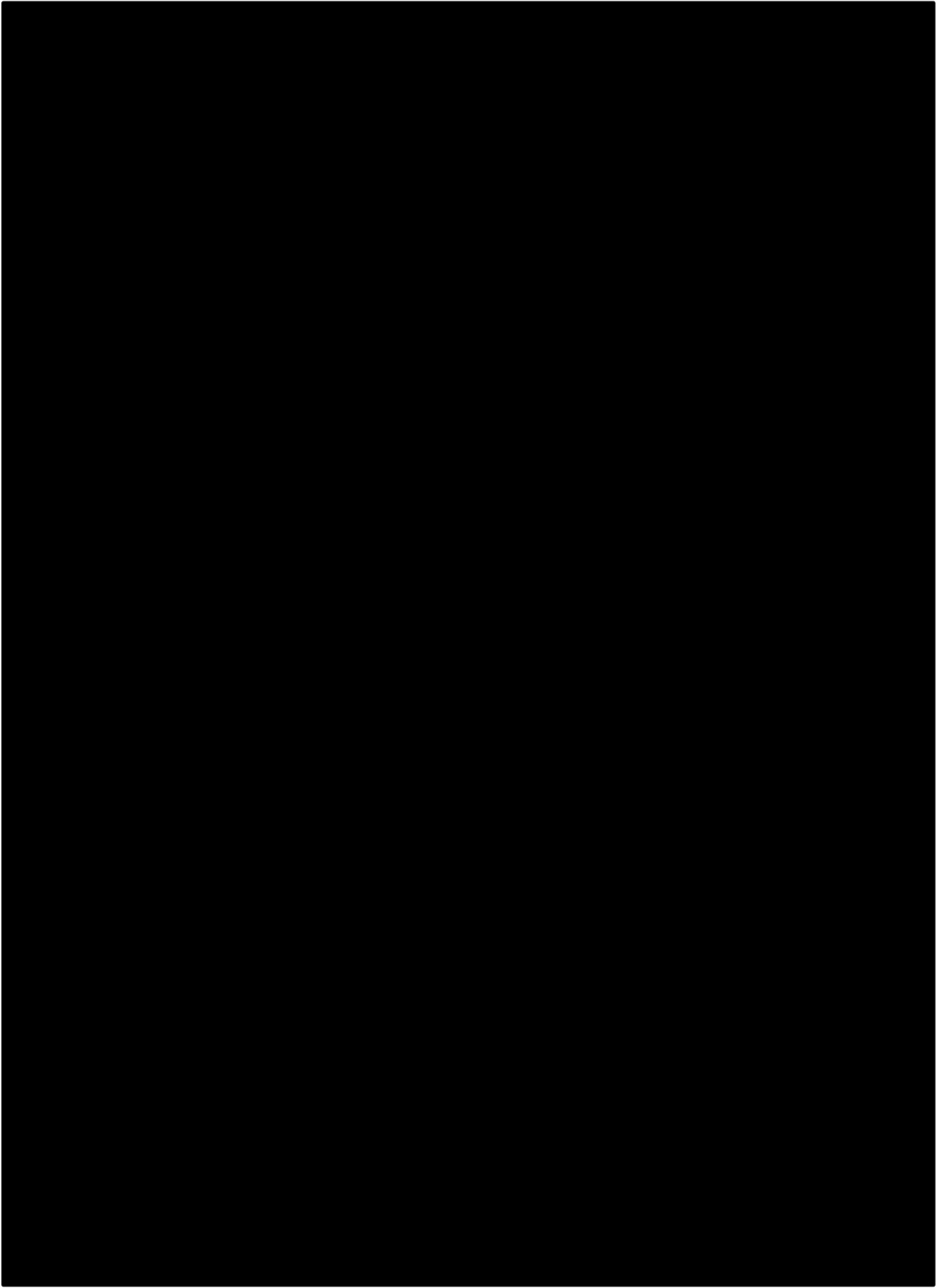


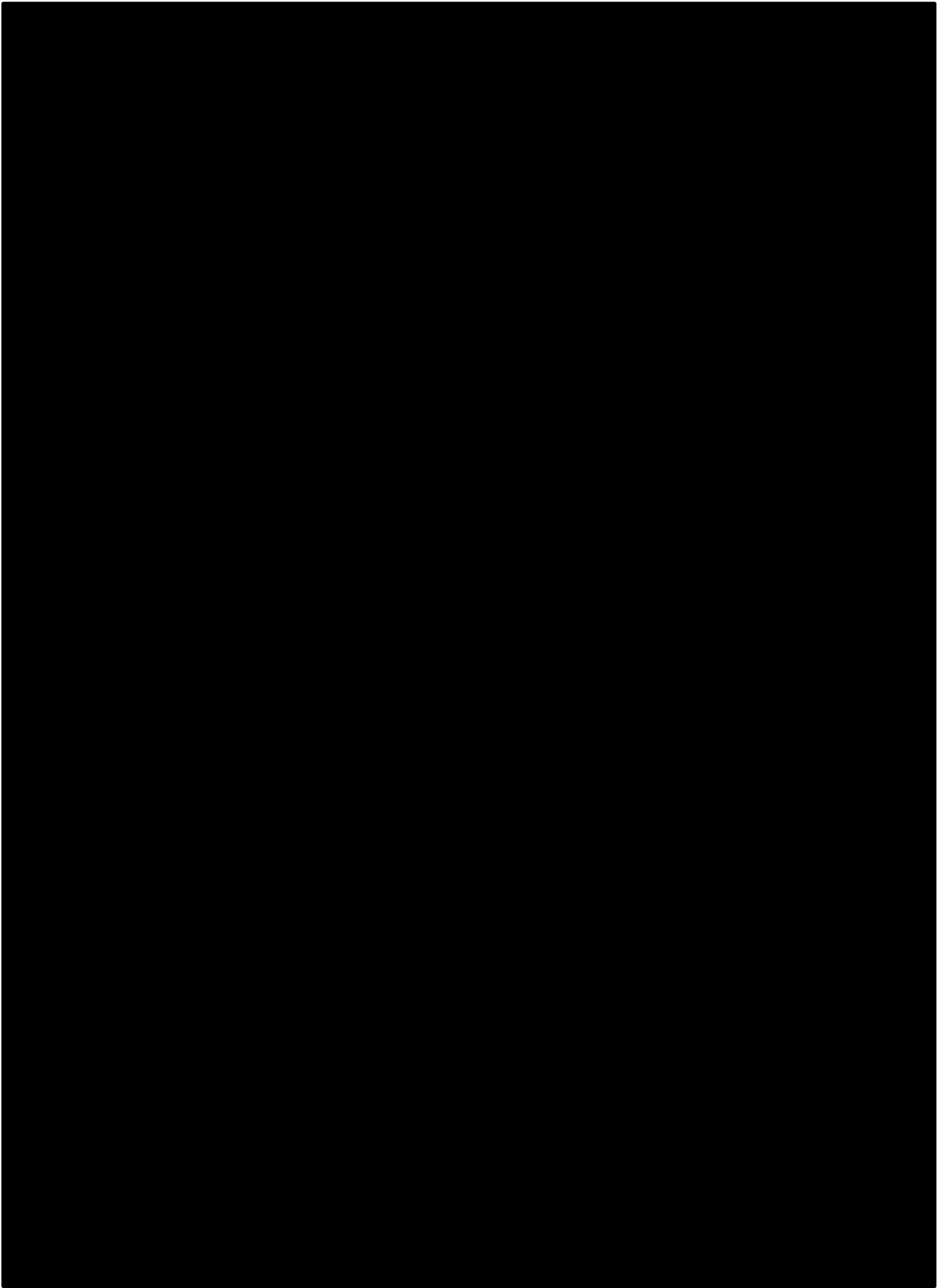


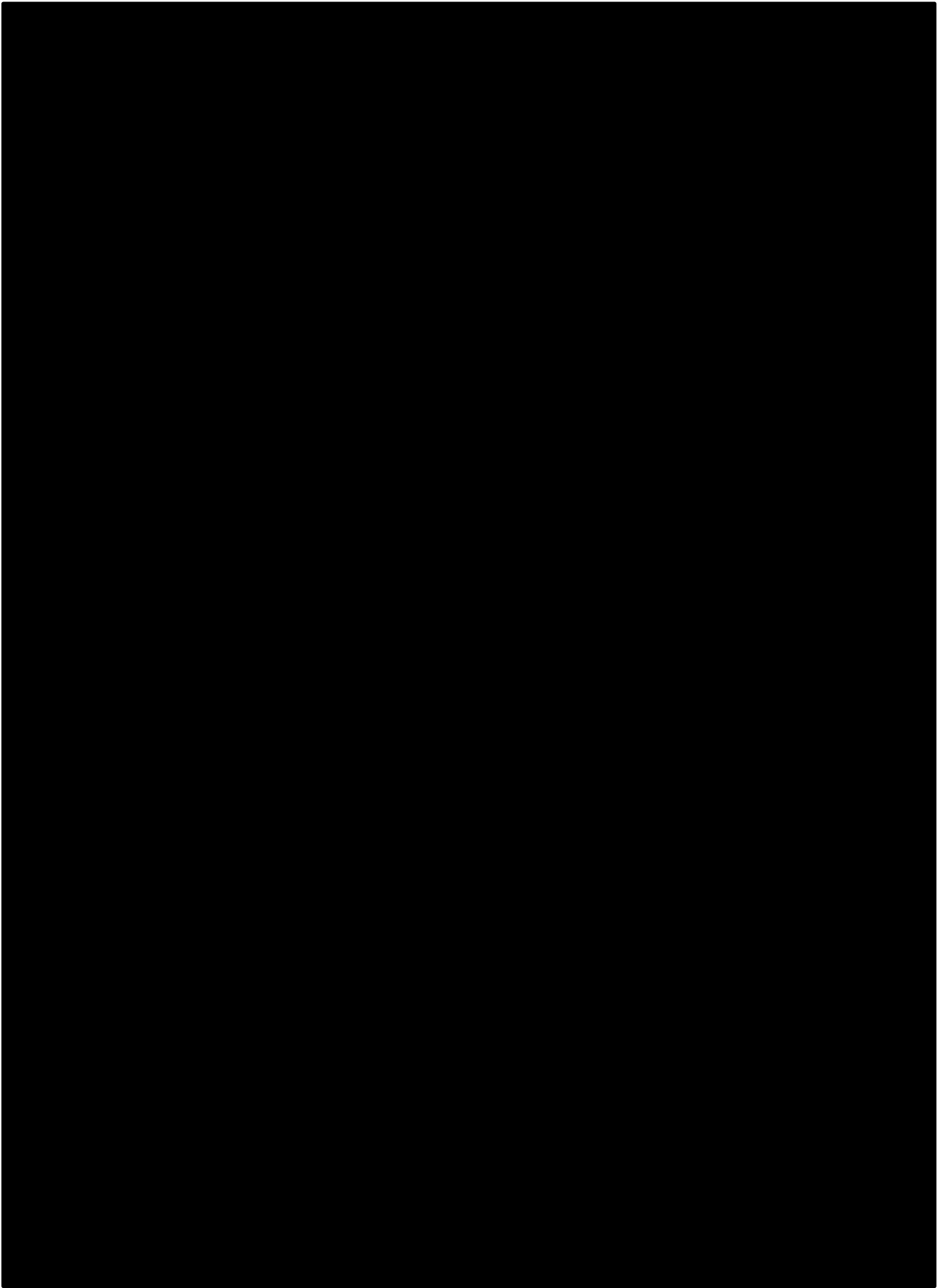


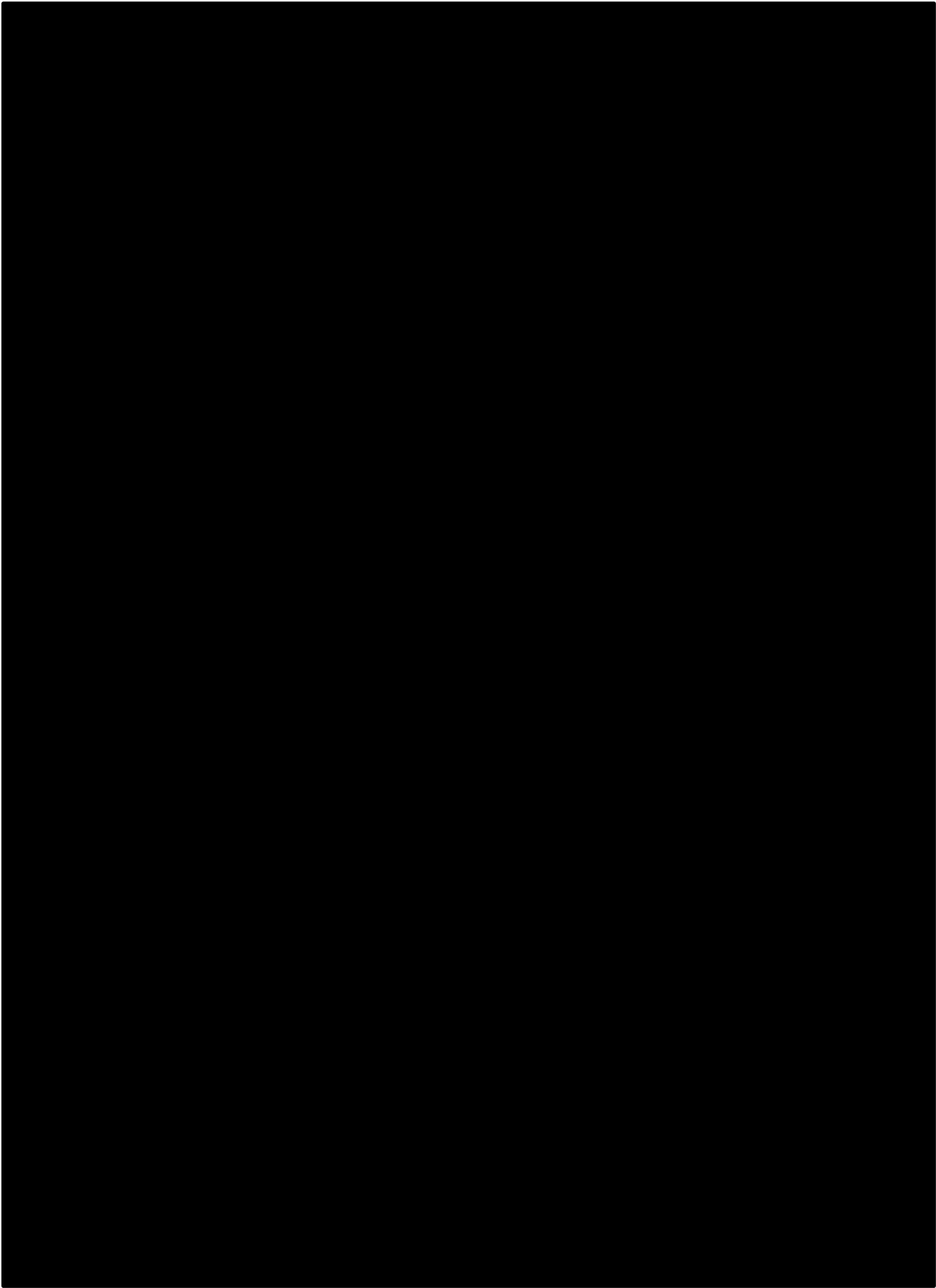


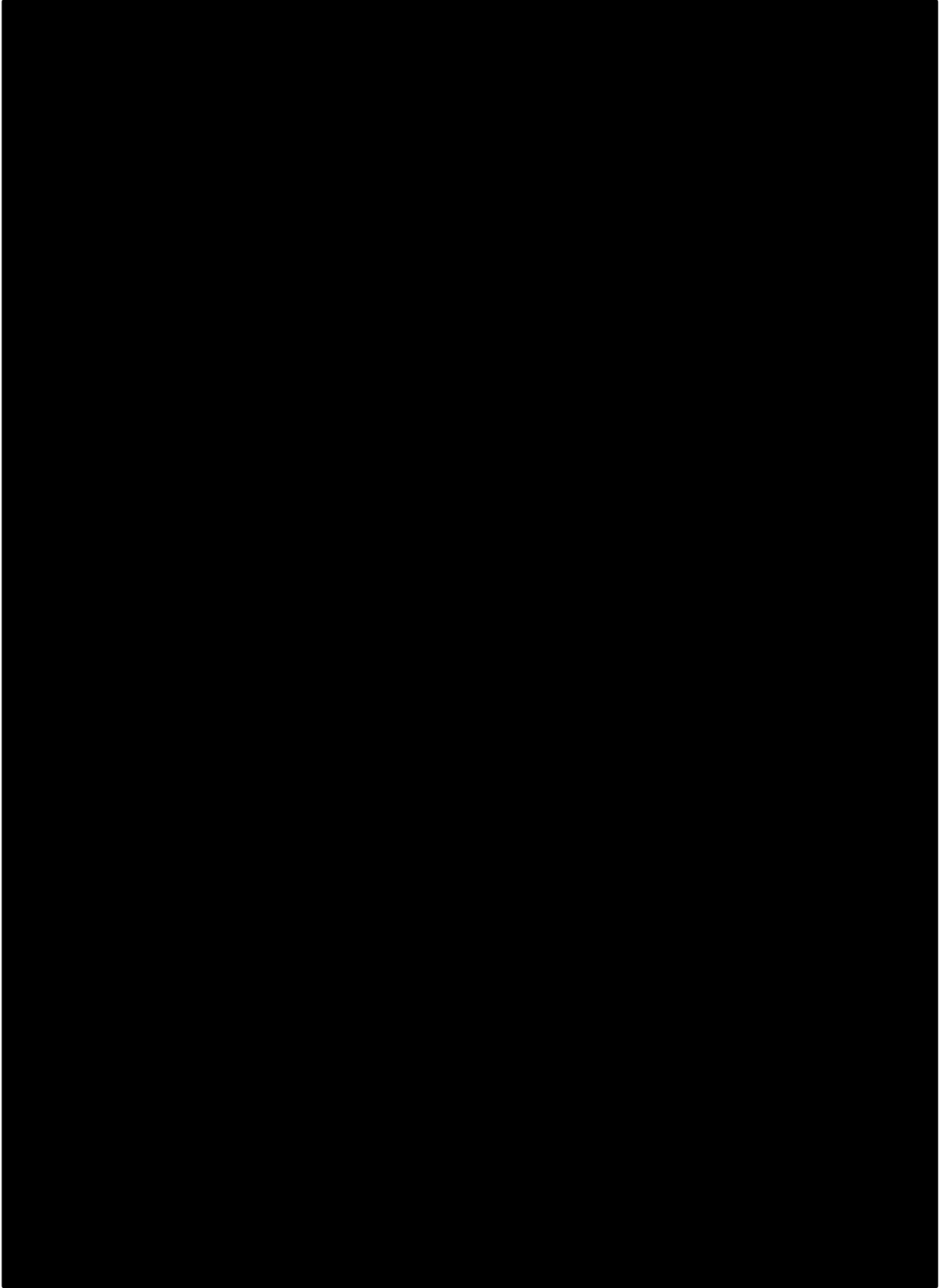


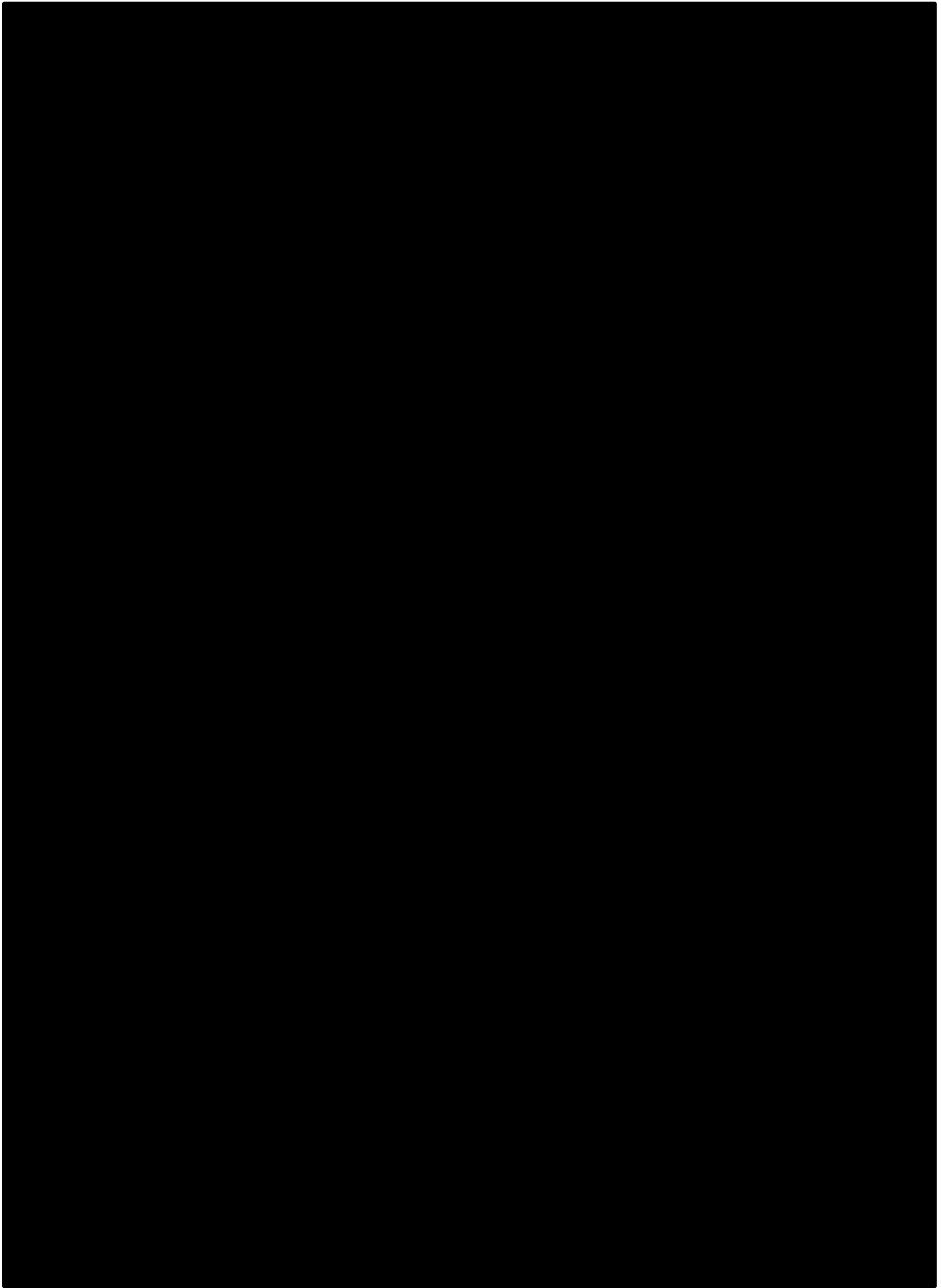












Appendix A**CHANGE CONTROL NOTE (CCN)**

(a) Agreement Details	(b) Change Control Notice Details
Title of Agreement	Reference No:
Date of Agreement:	CCN Date:
(c) Raised by:	
(d) Priority: Immediate action required <input type="checkbox"/> High level of impact on Services <input type="checkbox"/> Low impact scheduled event <input type="checkbox"/>	
(e) Reason for the change:	
(f) Description of the change:	
(g) Timetable for the change and commencement date:	
(h) Change to prices:	
(j) Impact Statement:	
(l) Other details as required:	

The parties hereby agree to change the Agreement in the manner and in consideration of the terms set out above. Save as expressly set out in this Change Control Notice the terms and conditions of the Agreement shall remain in full force and effect.

For and on behalf of Heywood

Signed: _____

Print Name: _____

Title: _____

Date: _____

For and on behalf of the Customer

Signed: _____

Print Name: _____

Title: _____

Date: _____