



LinkedIn Ireland Unlimited Company  
REDACTED INFORMATION

Date: 17<sup>th</sup> September 2019  
Procurement ref: CCCO19A24

Dear Sir/Madam,

**The Provision of LinkedIn Licenses**

Following your proposal for the Provision of LinkedIn Licenses to HM Treasury (HMT) (The Contracting Authority) we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between Her Majesty's Treasury as the Customer and LinkedIn as the Supplier for the Provision of LinkedIn Licenses. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter (and its Annexes) and the Conditions, this Award Letter (and its Annexes) shall prevail. Please note, the LinkedIn Terms and Conditions have been included as Annex 7 to the CCS Terms and Conditions. Please find further details in section 1 of this Award Letter.

**1. For the purposes of the Agreement, the Contracting Authority and the Supplier agree as follows:**

- 1.1. The Licenses shall be provided to REDACTED INFORMATION.
- 1.2. The charges for the Services shall be as set out in Annex 2. The total Contract value shall be £35,259.00 (excluding VAT).
- 1.3. The specification of the Services to be supplied is as set out in Annex 3 and within the Supplier's response at Annex 4 subject to any clarifications as set out in Annex 5. Where there is conflict Annex 3 shall take precedence.
- 1.4. The following clauses from Linked In Terms and Conditions will prevail when considering:



1.4.1. **Section 2.3. Data Protection.** If LinkedIn processes Personal Data (as defined in Section 1 of the DPA) on behalf of Customer pursuant to his Agreement, then LinkedIn and Customer will comply with the terms of the LinkedIn Data Processing Agreement, currently available at Annex 8 of Attachment 5 - the terms of which are incorporated into this LSA.

1.4.2. **Section 4. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP.** No right, title or interest in any intellectual property right transfers to the other party, except for the limited rights stated in the Agreement. Customer is not obligated to provide LinkedIn or its Affiliates with any suggestions, enhancement requests, or other feedback about the Services or related technology. However, if Customer does provide any feedback to LinkedIn, LinkedIn may use and modify it without any restriction or payment.

1.4.3. **Section 5. TERM AND TERMINATION**

5.1. Term. This LSA is effective on the date the first ordering document is executed by Customer and LinkedIn ("Effective Date") and remains in effect until terminated.

5.2. Termination and Suspension. Either party may terminate this LSA or an ordering document if the other party materially breaches the Agreement and fails to cure the breach within 30 days after receiving notice of the breach. LinkedIn may suspend Customer's access to the Services if Customer is in breach of the Agreement and the suspension will continue for as long as reasonably necessary for Customer to remedy the breach. If all ordering documents under this LSA have expired or been terminated, then either party may terminate this LSA for convenience by providing written notice to the other party.

5.3. Effect of Termination. Termination of this LSA or an ordering document will not relieve Customer from its obligation to pay LinkedIn any fees stated in an ordering document, excluding termination by Customer for LinkedIn's uncured material breach of this LSA. If Customer terminates this LSA or an ordering document because of LinkedIn's uncured material breach, LinkedIn will refund a pro-rata share of any pre-paid fees under the applicable ordering document. Customer will notify Customer Users that their access to the applicable Services has terminated and LinkedIn may remove or discard all content that Customer uploaded or otherwise made available to LinkedIn in accordance with LinkedIn's DPA and policies. Termination of an ordering document does not terminate this LSA; however, termination of this LSA will result in the LinkedIn Confidential and Proprietary

Last Updated: August 14, 2018 Apttus No.3 immediate termination of all ordering documents. The provisions of this LSA that by their nature extend beyond the termination of this LSA will survive termination.

1.5. The date of delivery of this requirement shall be 18<sup>th</sup> September 2019.

1.6. There will be no option to extend this Contract.

1.7. The Term shall commence on 18<sup>th</sup> September 2019 (the "Start" Date) until 17<sup>th</sup> September 2022 (the "End" Date).

1.8. The address for notices of the Parties are:

**Customer**

**Supplier**

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1.9. The following persons are Key Personnel for the purposes of the Agreement:

1.9.1. For the Supplier:

Name	Title/Role for the Supplier
REDACTED INFORMATION	LinkedIn

1.7.2 For the Contracting Authority:

Name	Title/Role for the Contracting Authority
REDACTED INFORMATION	HR Recruitment Manager, HM Treasury

## 2. Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: HM Treasury, REDACTED INFORMATION. Within 5 working days of receipt of your countersigned copy of this letter, the Contracting Authority will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name and telephone number) of your Contracting Authority contact (i.e. Contract Manager). Non-compliant invoices will be returned, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact the Contracting Authority's Accounts Payable department details either by email to AP: REDACTED INFORMATION.

## 3. Liaison

For general liaison your contact will continue to be REDACTED INFORMATION.

Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to REDACTED INFORMATION at the above address **within 7** days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the Contract Reference number above in any future communications relating to this Contract. You are reminded



Crown  
Commercial  
Service

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9<sup>th</sup> Floor, The Capital,  
Old Hall Street, Liverpool.  
L3 9PP

T 0345 010 3503  
E [info@crowncommercial.gov.uk](mailto:info@crowncommercial.gov.uk)  
  
[www.gov.uk/ccs](http://www.gov.uk/ccs)

that no engagement with the Contracting Authority is permitted until a copy of the signed contract is received.

Thank you for your cooperation.

Yours faithfully,

Signed for and on behalf of HM Treasury (HMT) ("the Customer")

Name: REDACTED INFORMATION

HR Recruitment Manager

Signature:

Date:

We accept the terms set out in this letter and its Annexes, including the Conditions.

Signed for and on behalf of LinkedIn ("the Supplier")

Name: REDACTED INFORMATION

Signature:

Date:

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