

INTRODUCTION	
<ul style="list-style-type: none">This Order Form is used to enter into a contract under which the Supplier will license Content.When both parties complete and sign this Order Form, the parties have a legally binding Contract incorporating this Order Form and the Content Licence Terms & Conditions.	

CONTRACT DETAILS			
Supplier	Clarity Informatics Limited a company registered in England and Wales under company number 04133376, whose registered office is Unit 18 Jessops Riverside, 800 Brightside Lane, Sheffield, England, S9 2RX.		
Client	The Secretary of State for Work and Pensions acting through the Department for Work and Pensions ("DWP") of Caxton House, Tothill Street, London, SW1H 9NA.		
Effective Date	20 December 2024		
Minimum Term	3 years from the Effective Date		
Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: [REDACTED]</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, 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, item number (if applicable) and the details (name, email, and telephone number) of your Client contact (i.e. Client Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Payments will be made to BACS.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable team either by email to: [REDACTED]</p>		
Supplier Representative	<p>Authorised</p> <p>For general liaison your contact will continue to be: [REDACTED]</p> <p>or, in their absence, [REDACTED]</p>		
Client Authorised Representative	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>		
Address for Notices	<table><tr><td>Department of Work and Pensions, Caxton House, Toxthill Street London [REDACTED]</td><td>Clarity Informatics Limited Deltic House Kingfisher Way, Silverlink Business Park, Wallsend, England, NE28 9NX. [REDACTED] [REDACTED]</td></tr></table>	Department of Work and Pensions, Caxton House, Toxthill Street London [REDACTED]	Clarity Informatics Limited Deltic House Kingfisher Way, Silverlink Business Park, Wallsend, England, NE28 9NX. [REDACTED] [REDACTED]
Department of Work and Pensions, Caxton House, Toxthill Street London [REDACTED]	Clarity Informatics Limited Deltic House Kingfisher Way, Silverlink Business Park, Wallsend, England, NE28 9NX. [REDACTED] [REDACTED]		

CONTENT			
Content	The information, links, data, diagrams and images contained within Clinical Knowledge Summaries also known as Prodigy, which, as at the Effective Date, is accessible via the following link: https://cks.nice.org.uk/		
Licensing Rights and Limitations	Authorised Users	Number of users	[REDACTED] users who author the Derivative Works
		Commercial or non-commercial use?	Non-commercial usage
	Publishing	Right to take extracts and publish extracts?	No right to take or publish extracts
		Number of publishing recipients	Not applicable
		Territorial restrictions	Not applicable

		Organisational limitations	Use for the Client organisation's purpose and for the provision of guidance and training material to the Client's suppliers and contractors as permitted in the section "Right to use the Content to create other works" only, subject to any further rights of disclosure as provided for in the Terms and Conditions (including rights under Clause 8 (Confidentiality) and Clause 18 (When you can share information).)
		Use by recipient: commercial or non-commercial?	Non-commercial purposes (save that the Client is permitted to outsource/subcontract to commercial entities and, pursuant to such outsourcing/subcontract, commercial users may use for the Client's purposes)
	Derivative works	Right to use the Content to create other works?	The Content can be used to write guidance for education and training purposes for up to [REDACTED] employees and contractors of the Client and its suppliers (including sub-contractors of those suppliers) (the "End Users") who require the guidance and clinical information to inform decision making or to provide the benefit assessment services on behalf of the Client (the "DWP Services"). Links to the Content may be included in the Client's guidance and training documents, and the Client's suppliers (including their sub-contractors) may put such links, guidance and training documents on their education and training platforms for use in relation to the DWP Services.
		Limitations applicable to those new works	The Derivative works can only be used by the End Users for the purpose of decision making of the Client or for their own education and training and must not be used to create other derivative works, or for use outside of their delivery of the DWP Services.
		Will those derivative works be for commercial or non-commercial use?	Non-commercial purposes (save that the Client is permitted to outsource/subcontract to commercial entities and, pursuant to such outsourcing/subcontract, commercial users may use for the Client's purposes)
		Licence terms protecting re-use or distribution of those derivative works	The Derivative works can not be re-used or distributed for any purpose beyond that set out above. Authorised Users and End Users must be informed of these restrictions in writing.

FEES		
	Annual Amount	Payment Terms
Licence Fee	£20,000	<p>The Supplier shall be entitled to submit an invoice to the Client for the Annual Amount annually in advance on the Effective Date and each anniversary, and the invoice will be payable in accordance with the 'Payment' section of this Order Form above and Clause 4 of the Terms and Conditions.</p> <p>The annual fee shall be £20,000 for each year of the Minimum Term and then shall increase by [REDACTED] per annum.</p>

SIGNATURE	
I confirm that I have read and agree to the Order Form and Content Licence Terms & Conditions, and all documents referenced therein.	
<div>Signed for and on behalf of the Supplier by:</div> <div><div></div><div></div><div></div></div> <div>Date 23 December 2024_____</div>	<div>Signed for and on behalf of the Client by:</div> <div><div></div><div></div><div></div></div> <div>Date 23 December 2024_____</div>

