



Schedule 7A

**Order Form for Standard Goods and Services – Direct Award**

**Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the Enterprise Level Information Communication Technology (ICT) Digital Technology Solutions 2023 (ComIT 3 – Complete IT 3) (reference number: 2023/S 000-007857) dated 2<sup>nd</sup> January 2024**

|                                              |                                                                                                                                                  |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>The Authority</b>                         | <i><b>UK Research and Innovation (UKRI)<br/>Polaris House, North Star Avenue, Swindon, SN2 1FL</b></i>                                           |
| <b>The Supplier</b>                          | <i><b>Insight Direct (UK) Ltd<br/>1st Floor St Paul's Place, 121 Norfolk Street, Sheffield, England, S1 2JF<br/>Company number: 02579852</b></i> |
| <b>HealthTrust Europe Contract Reference</b> | <i><b>HTE-011006</b></i>                                                                                                                         |

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 2<sup>nd</sup> January 2024 (the “**Framework Agreement**”).
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
  - (a) The Specification of the Authority’s requirements as appended at Appendix 1 overleaf;
  - (b) the Contract Price, as appended at Appendix 2 overleaf; and
  - (c) the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).
3. Where the Call-Off Terms and Conditions set out at **Error! Reference source not found.** of Appendix A to the Framework Agreement apply, the Authority acknowledges and agrees to the HealthTrust Europe Key Provisions, in particular as stated below for the avoidance of doubt:
  - (a) The Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.
  - (b) The Authority and the Supplier agree that (in addition to the Authority’s right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.

## Annex 1 - Standard Terms

### 1 Commencement Date and Term

1.1 The Commencement Date of this Contract shall be **Wednesday, 26th March 2025**

The Term of this Contract shall be **5 years** from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 of these Call-off Terms and Conditions provided that the duration of this Contract shall be no longer **5 years** in total.

### 2 Data Protection

This Clause 2 only applies if this box is checked ☐

2.1 The Authority and the Supplier acknowledge and agree that it is their responsibility to carry out a data protection impact assessment (“**DPIA**”) in accordance with the Data Protection Legislation and provided the DPIA confirms that the Supplier’s systems and processes adequately provide the necessary guarantees to implement appropriate technical and organisational measures to comply with the Data Protection Legislation, they shall enter into the relevant data protection agreement.

2.2 The parties further acknowledge and agree that HealthTrust Europe will not be involved in or be responsible for the conduct of DPIAs and the supply of any data protection agreements (including a data protection protocol) required for Processing Personal Data under the Contract. For the avoidance of doubt, HealthTrust Europe accepts no responsibility in relation to any issues or claims related to the Processing of Personal Data by the Supplier for the Authority in pursuance of the Contract.

2.3 The Parties warrant that they have read, understood, and agree to the data protection provisions set out in Schedule 3 (Information and Data Provisions) of the Call Off Terms and Conditions.

2.4 The parties agree to comply with the Data Protection Protocol set out within Appendix 13.

### 3 Payment Terms

3.1 The payment profile for this Contract shall be;

Supplier shall submit an invoice following the successful delivery of the goods. All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to:

[REDACTED]

Payment of undisputed invoices will be made within 30 days of receipt of the invoice. Non-compliant invoices may be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment, please contact our finance team by



#### 4 Termination

- 4.1 The Participating Authority may terminate this Contract forthwith by notice to the Supplier at any time on three (3) months' written notice. Such notice shall not be served within one (1) year of the Commencement Date.

#### 5 Locations

The Services shall be provided, and Goods delivered by the Supplier at the Premises and Locations listed below:



#### 6 Use of Subcontractors

This Clause 6 only applies if this box is checked ☒

- 6.1 The Participating Authority grants permission for the Supplier to Sub-contract any of its obligations under this Framework Agreement. This shall not impose any duty on the Participating Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with the Framework Agreement.

- 6.2 Where the Supplier sub-contracts the provision of any Goods and/or Services in pursuance of its contractual obligations under this Contract, the Supplier warrants and represents to the Participating Authority and to HealthTrust Europe that in addition to all other requirements related to subcontracting stated within the Framework Agreement, it shall remain the single point of contact and be responsible to HealthTrust Europe and the Participating Authority for all acts or omissions of the Sub-contractor or substitute Sub-contractor as though they were the Supplier's own acts or omissions for all elements of any Solution, including but not limited to Software and Equipment; and it shall ensure and shall procure that that its Sub-contractor(s) will deliver the Goods and/or Services in accordance with the terms of the Contract and in so doing, the Supplier shall:

- 6.2.1 strictly adherence to all KPI's and performance standards of the Contract and to all elements of the Specification;
- 6.2.2 immediately inform HealthTrust Europe and the Participating Authority in the event a Sub-Contractor fails, or becomes unable to meet any element of the Specification;
- 6.2.3 provide a list of all Sub-Contractors appointed at the Commencement Date as an annex to the Contract in the format set out below at Annex A of Appendix 11 (Subcontractors);

- 6.2.4 seek the prior written approval of the Participating Authority by following the Change Control Process if at any time during the Term the need arises to replace a Sub-Contractor listed in Annex A of Appendix 11 (Subcontractors), or to appoint a new Sub-Contractor.

6.3 The Supplier acknowledges and agrees that any proposed amendment to Annex A of Appendix 11 (Sub-contractors) shall be reserved as a right to the Participating Authority to: (i) consider any such amendment as a material variation of the Contract; (ii) reject the proposed change of Sub-Contractor; (iii) not accept Goods and/or Services from the any proposed new subcontractor; (iv) consider its option to re-tender for its requirements; and (v) without prejudice to any other rights reserved under the Contract terminate the Contract. The Participating Authority's approval shall not be unreasonably withheld or delayed.

6.4 The Supplier undertakes, warrants, and agrees that in order to meet its obligations under this Framework Agreement, it shall enter into contracts with its Sub-contractors that mirror the terms and conditions essential to perform the whole or the part(s) of its obligations which form the basis of the sub-contract. In any event, the Supplier shall ensure and shall procure that, as a minimum, its Sub-contractor will:

- 6.4.1 perform its obligations in accordance with the terms and conditions identical to those contained in the relevant contract with the Participating Authority;
- 6.4.2 acquire and maintain the same types and levels of insurance that will cover the risks required for performing under the relevant Contract;
- 6.4.3 where there will be Processing of Personal Data, the Supplier and the Sub-contractor will first conduct a data protection impact assessment (DPIA) on the operations of the Sub-contractor to ensure it has in place the appropriate security, technical and organisational measures to address the risks and ensure protection of personal data which demonstrate compliance with the data protection laws; and
- 6.4.4 cooperate fully in any audit or investigation undertaken by HealthTrust Europe or the Participating Authority in accordance with the call-off contract and the Framework Agreement.

6.5 In addition to all other rights reserved by HealthTrust Europe under the Framework Agreement, HealthTrust Europe hereby also reserves the right to conduct audits to: (i) ensure DPIAs are undertaken; (ii) review the due diligence process undertaken by the Supplier in relation to appointing Sub-contractors; and (iii) all other sub-contracting processes or changes thereto are compliantly undertaken. In this regard, the Supplier acknowledges and agrees that to ensure adherence to the terms and conditions of the Framework Agreement and any call-off contracts, it shall cooperate fully and procure that its Sub-contractor will cooperate fully in any such audits. Such audits will be conducted by HealthTrust Europe or its nominated agent(s), as and when deemed necessary, in the reasonable opinion of HealthTrust Europe, but in any event no more than once in a twelve (12) month period.

- 6.6 The bidding model that includes members of the supply chain, the percentage of work being delivered by each Sub-contractor and the key contract deliverables for which each Sub-contractor will be responsible are also detailed in Appendix 11 (Subcontractors).

## 7 Contract Management

The Contract Managers at the commencement of this Contract are:

7.1 For the Participating Authority: [REDACTED]

7.2 For the Supplier: [REDACTED]

## 8 Notices

Notices served under this Contract are to be delivered to:

(a) For the Participating Authority: [REDACTED]

(b) For the Supplier: [REDACTED]

- 9 In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.

- 10 The following Annexes are incorporated within this Contract:

|                |                                                  |
|----------------|--------------------------------------------------|
| <b>Annex 1</b> | Standard Terms                                   |
| <b>Annex 2</b> | Additional Key Provisions to Appendices 3 to 13  |
| <b>Annex 3</b> | Optional Terms for Software and related Services |

- 11 The following Appendices are incorporated within this Contract:

|                    |                                       |
|--------------------|---------------------------------------|
| <b>Appendix 1</b>  | Participating Authority Specification |
| <b>Appendix 2</b>  | Contract Price                        |
| <b>Appendix 11</b> | Subcontractors                        |

**Signed by the authorised representative of THE PARTICIPATING AUTHORITY**

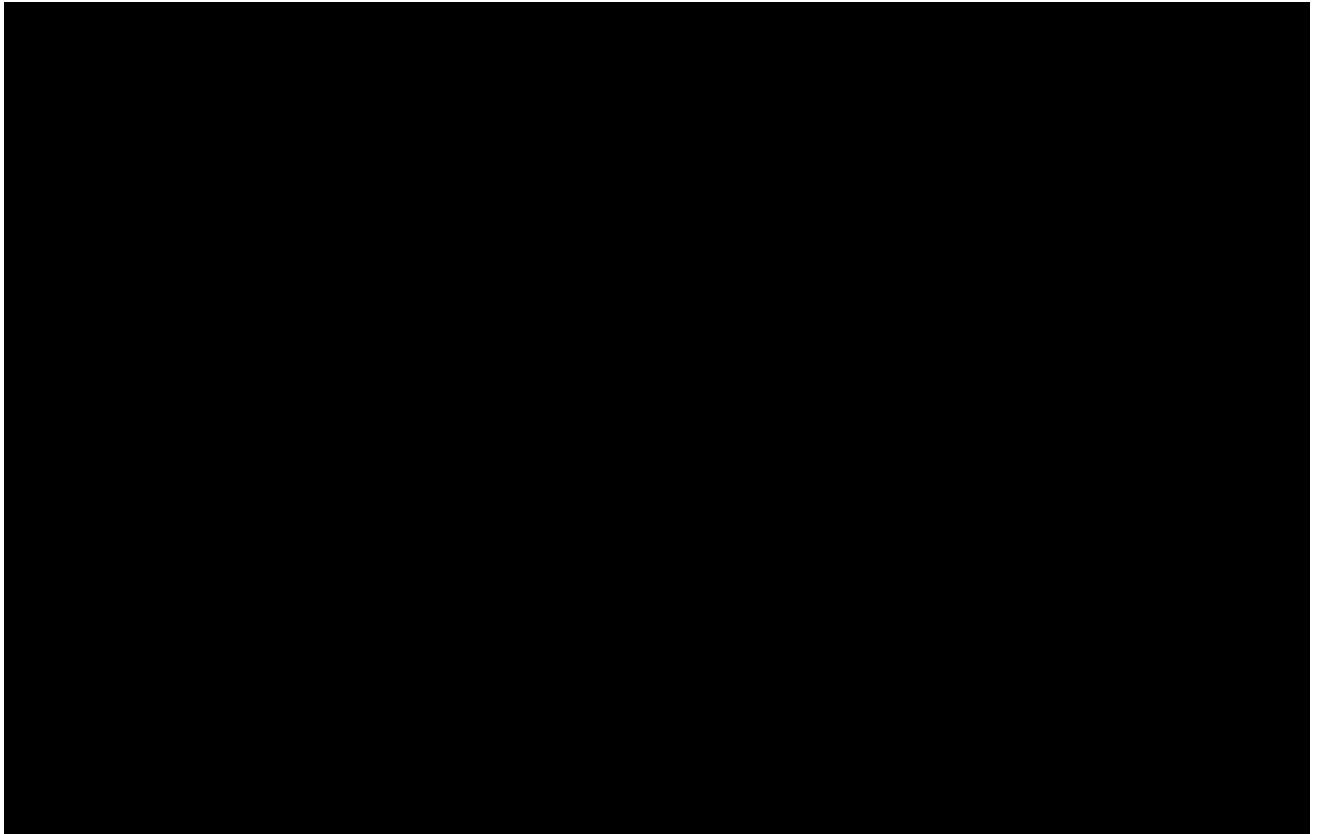
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|-----------|--|------------|--|--|
| Name:     |  | Signature: |  |  |
| Position: |  | Date:      |  |  |

**AND**

**Signed by the authorised representative of THE SUPPLIER**

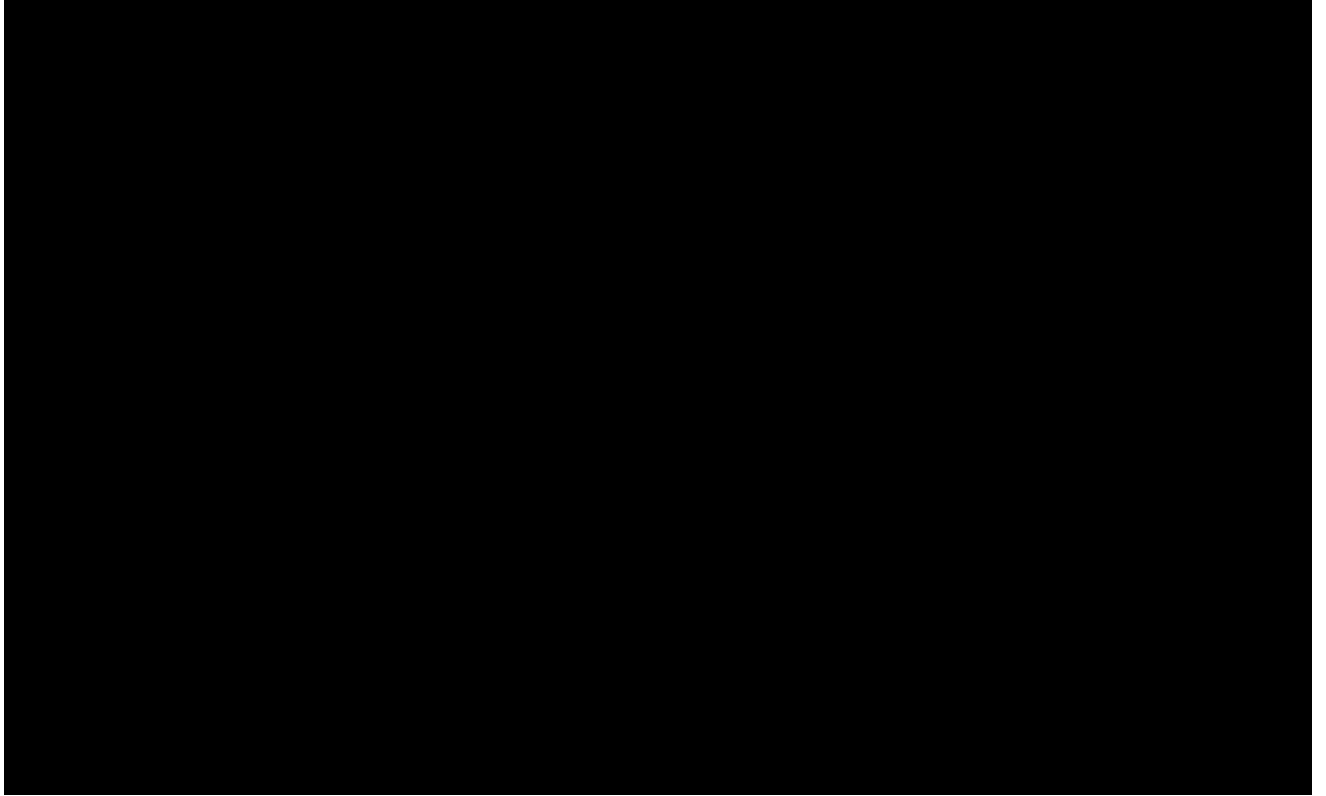
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|-----------|--|------------|--|--|
| Name:     |  | Signature: |  |  |
| Position: |  | Date:      |  |  |

**Appendix 1**  
**Authority Specification**



**Appendix 2**  
**Contract Price**

The total value of this Call-Off Contract shall not exceed £29,805.80 excluding VAT, as per the quotation below.



**Appendix 11**  
**Subcontractors**

**Annex A**  
**List of Sub-Contractors**

| Sub-contractor Name | The percentage (%) of work being delivered by the Sub-contractor | Key contract deliverables |
|---------------------|------------------------------------------------------------------|---------------------------|
|                     |                                                                  |                           |
|                     |                                                                  |                           |

**Definitions**

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Contract shall also apply to this Protocol. For example, the following terms are defined in Schedule 4 of the Contract: “Authority”, “Data Protection Legislation”, “UK GDPR”, “Process” and “Processor” and “Supplier” are defined in Schedule 4 of the Contract. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

|                                            |                                                                                                                     |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>“Controller”</b>                        | shall have the same meaning as set out in the UK GDPR;                                                              |
| <b>“Data Protection Impact Assessment”</b> | means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |
| <b>“Data Protection Officer”</b>           | shall have the same meaning as set out in the UK GDPR;                                                              |
| <b>“Data Recipient”</b>                    | means that Controller who receives the relevant Personal Data;                                                      |
| <b>“Data Subject”</b>                      | shall have the same meaning as set out in the UK GDPR;                                                              |

|                                                 |                                                                                                                                                                       |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Data Subject Request”</b>                   | means 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; |
| <b>“Data Transferor”</b>                        | means that Controller who transfers the relevant Personal Data;                                                                                                       |
| <b>“Information Commissioner”</b>               | means the Information Commissioner in the UK;                                                                                                                         |
| <b>“Joint Controllers”</b>                      | means where two or more Controllers jointly determine the purposes and means of Processing;                                                                           |
| <b>“Personal Data Breach”</b>                   | shall have the same meaning as set out in the UK GDPR;                                                                                                                |
| <b>“Processor”</b>                              | shall have the same meaning as set out in the UK GDPR;                                                                                                                |
| <b>“Protocol” or “Data Protection Protocol”</b> | means this Data Protection Protocol;                                                                                                                                  |
| <b>“Sensitive Data”</b>                         | shall mean the types of data set out in Article 9(1) or 10 of the UK GDPR;                                                                                            |
| <b>“Sub-processor”</b>                          | means any third Party appointed to Process Personal Data on behalf of that Processor related to this Contract.                                                        |

## 1. Supplier as data processor

### 1.1 Purpose and scope

1.1.1 The purpose of this Clause 1 is to ensure compliance with Article 28(3) and (4) of the UK GDPR.

1.1.2 This Clause 1 applies to the Processing of Personal Data as specified in Table A.

1.1.3 Table A is an integral part of this Clause 1.

1.1.4 This Clause 1 is without prejudice to obligations to which the Controller is subject by virtue of the UK GDPR.

1.1.5 This Clause 1 does not by itself ensure compliance with obligations related to international transfers in accordance with Chapter V of the UK GDPR.

## **1.2 Invariability of Clause 1**

1.2.1 The Parties undertake not to modify Clause 1, except for adding information to Table A or updating information in it.

1.2.2 This does not prevent the Parties from including the standard contractual clauses laid down in this Clause 1 in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict Clause 1 or detract from the fundamental rights or freedoms of Data Subjects.

## **1.3 Interpretation**

1.3.1 Where this Clause 1 uses the terms defined in the UK GDPR, those terms shall have the same meaning as in the UK GDPR.

1.3.2 This Clause 1 shall be read and interpreted in the light of the provisions of the UK GDPR.

1.3.3 This Clause 1 shall not be interpreted in a way that runs counter to the rights and obligations provided for in the UK GDPR or in a way that prejudices the fundamental rights or freedoms of the Data Subjects.

## **1.4 Hierarchy**

1.4.1 In the event of a contradiction between this Clause 1 and the provisions of the Contract and/or related agreements between the Parties existing at the time when this Clause 1 is agreed or entered into thereafter, this Clause 1 shall prevail.

## **1.5 Description of the processing**

1.5.1 The details of the Processing operations, in particular the categories of Personal Data and the purposes of Processing for which the Personal Data is Processed on behalf of the Controller, are specified in Table A.

## **1.6 Obligations of the Parties**

### **1.6.1 Instructions**

- (i) The Processor shall Process Personal Data only on documented instructions from the Controller, unless required to do so by Law to

which the Processor is subject. In this case, the Processor shall inform the Controller of that legal requirement before Processing, unless the Law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the Controller throughout the duration of the Processing of Personal Data. These instructions shall always be documented.

- (ii) The Processor shall immediately inform the Controller if, in the Processor's opinion, instructions given by the Controller infringe the UK GDPR.

#### 1.6.2 Purpose Limitation

- (i) The Processor shall Process the Personal Data only for the specific purpose(s) of the Processing, as set out in Table A, unless it receives further instructions from the Controller.

#### 1.6.3 Duration of the Processing of Personal Data

- (i) Processing by the Processor shall only take place for the duration specified in Table A.

#### 1.6.4 Security of Processing

- (i) The Processor shall at least implement the technical and organisational measures specified in Table A to ensure the security of the Personal Data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data. In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the risks involved for the Data Subjects.
- (ii) The Processor shall grant access to the Personal Data undergoing Processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the Contract. The Processor shall ensure that persons authorised to Process the Personal Data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

#### 1.6.5 Sensitive Data

- (i) If the Processing involves Sensitive Data as set out in Table A, or data relating to criminal convictions and offences, the Processor shall apply specific restrictions and/or additional safeguards as agreed between the Parties in Table A.

#### 1.6.6 Documentation and compliance

- (i) The Parties shall be able to demonstrate compliance with this Clause 1.
- (ii) The Processor shall deal promptly and adequately with inquiries from the Controller about the Processing of data in accordance with this Clause 1.
- (iii) The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations that are set out in this Clause 1 and stem directly from the UK GDPR. At the Controller's request, the Processor shall also permit and contribute to audits of the Processing activities covered by this Clause 1, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the Controller may take into account relevant certifications held by the Processor.
- (iv) The Controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the Processor and shall, where appropriate, be carried out with reasonable notice.
- (v) The Parties shall make the information referred to in this Clause 1, including the results of any audits, available to the Information Commissioner on request.

#### 1.6.7 Use of Sub-processors

- (i) The Processor shall not subcontract any of its Processing operations performed on behalf of the Controller in accordance with this Clause 1 to a Sub-processor, without the Controller's prior specific written authorisation. The Processor shall submit the request for specific

authorisation at least fourteen (14) days prior to the engagement of the Sub-processor in question, together with the information necessary to enable the Controller to decide on the authorisation.

- (ii) Where the Processor engages a Sub-processor for carrying out specific Processing activities (on behalf of the Controller), it shall do so by way of a contract which imposes on the Sub-processor, in substance, the same data protection obligations as the ones imposed on the Processor in accordance with this Clause 1. The Processor shall ensure that the Sub-processor complies with the obligations to which the Processor is subject pursuant to this Clause 1 and to the UK GDPR.
- (iii) At the Controller's request, the Processor shall provide a copy of such a Sub-processor agreement and any subsequent amendments to the Controller. To the extent necessary to protect business secret or other confidential information, including Personal Data, the Processor may redact the text of the agreement prior to sharing the copy.
- (iv) The Processor shall remain fully responsible to the Controller for the performance of the Sub-processor's obligations in accordance with its contract with the Processor. The Processor shall notify the Controller of any failure by the Sub-processor to fulfil its contractual obligations.
- (v) The Processor shall agree a third party Customer clause with the Subprocessor whereby - in the event the Processor has factually disappeared, ceased to exist in law or has become insolvent - the Controller shall have the right to terminate the Sub-processor contract and to instruct the Sub-processor to erase or return the Personal Data.

#### 1.6.8 International Transfers

- (i) Any transfer of data to a third country or an international organisation by the Processor shall be done only on the basis of documented instructions from the Controller or in order to fulfil a specific requirement under Law to which the Processor is subject and shall take place on the basis of an adequacy regulation (in accordance with Article 45 of the UK GDPR) or standard data protection clauses (in accordance with Article 46 of the UK GDPR). All transfers shall comply with Chapter V of the UK GDPR and any other applicable Data Protection Legislation.
- (ii) The Controller agrees that where the Processor engages a Sub-processor in accordance with Clause 1.6.7. for carrying out specific Processing

activities (on behalf of the Controller) and those Processing activities involve a transfer of Personal Data within the meaning of Chapter V of GDPR, the Processor and the Sub-processor can ensure compliance with Chapter V of the UK GDPR by using standard contractual clauses adopted by the Information Commissioner in accordance with Article 46(2) of the UK GDPR, provided the conditions for the use of those standard contractual clauses are met.

## **1.7 Assistance to the Controller**

1.7.1 The Processor shall promptly notify the Controller if it receives a Data Subject Request. It shall not respond to the request itself, unless authorised to do so by the Controller.

1.7.2 The Processor shall assist the Controller in fulfilling its obligations to respond to Data Subject Requests to exercise their rights, taking into account the nature of the Processing. In fulfilling its obligations in accordance with Clauses 1.7.1 and 1.7.2 Processor shall comply with the Controller's instructions.

1.7.3 In addition to the Processor's obligation to assist the Controller pursuant to Clause 1.7.2, the Processor shall furthermore assist the Controller in ensuring compliance with the following obligations, taking into account the nature of the data Processing and the information available to the Processor:

- (i) the obligation to carry out a Data Protection Impact Assessment where a type of Processing is likely to result in a high risk to the rights and freedoms of natural persons;
- (ii) the obligation to consult the Information Commissioner prior to Processing where a Data Protection Impact Assessment indicates that the Processing would result in a high risk in the absence of measures taken by the Controller to mitigate the risk;
- (iii) the obligation to ensure that Personal Data is accurate and up to date, by informing the Controller without delay if the Processor becomes aware that the Personal Data it is Processing is inaccurate or has become outdated; and
- (iv) the obligations in Article 32 of the UK GDPR.

1.7.4 The Parties shall set out in Table A the appropriate technical and organisational measures by which the Processor is required to assist the Controller in the application of this Clause 1.7 as well as the scope and the extent of the assistance required.

## **1.8 Notification of Personal Data Breach**

1.8.1 In the event of a Personal Data Breach, the Processor shall co-operate with and assist the Controller to comply with its obligations under Articles 33 and 34 of the UK GDPR, where applicable, taking into account the nature of Processing and the information available to the Processor.

1.8.2 Personal Data Breach concerning data Processed by the Controller

- (i) In the event of a Personal Data Breach concerning data Processed by the Controller, the Processor shall assist the Controller:
  - (A) in notifying the Personal Data Breach to the Information Commissioner, without undue delay after the Controller has become aware of it, where relevant (unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons);
  - (B) in obtaining the following information which, pursuant to Article 33(3) of the UK GDPR, shall be stated in the Controller's notification, and must at least include:
    - 1) the nature of the Personal Data including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
    - 2) the likely consequences of the Personal Data Breach; and
    - 3) the measures taken or proposed to be taken by the Controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- (C) in complying, pursuant to Article 34 of the UK GDPR, with the obligation to communicate without undue delay the Personal Data Breach to the Data Subject, when the Personal Data Breach is likely to result in a high risk to the rights and freedoms of natural persons.

### 1.8.3 Personal Data Breach concerning data Processed by the Processor

- (i) In the event of a Personal Data Breach concerning data Processed by the Processor, the Processor shall notify the Controller without undue delay after the Processor having become aware of the breach. Such notification shall contain, at least:
  - (A) a description of the nature of the breach (including, where possible, the categories and approximate number of Data Subjects and data records concerned);
  - (B) the details of a contact point where more information concerning the Personal Data Breach can be obtained; and
  - (C) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- (ii) The Parties shall set out in Table A all other elements to be provided by the Processor when assisting the Controller in the compliance with the Controller's obligations under Articles 33 and 34 of the UK GDPR.

## 1.9 ***Non-compliance with Clause 1 and termination***

1.9.1 Without prejudice to any provisions of the UK GDPR, in the event that the Processor is in breach of its obligations under this Clause 1, the Controller may instruct the Processor to suspend the Processing of Personal Data until the latter complies with this Clause 1 or the Contract is terminated. The Processor shall promptly inform the Controller in case it is unable to comply with this Clause 1 for whatever reason.

1.9.2. The Controller shall be entitled to terminate the Contract insofar as it concerns Processing of Personal Data in accordance with this Clause 1 if:

- (i) the Processing of Personal Data by the Processor has been suspended by the Controller pursuant to Clause 1.9.1 and if compliance with this Clause 1 is not restored within a reasonable time and in any event within one month following suspension;
- (ii) the Processor is in substantial or persistent breach of this Clause 1 or its obligations under the UK GDPR;
- (iii) the Processor fails to comply with a binding decision of a competent court or the Information Commissioner regarding its obligations pursuant to this Clause 1 or to the UK GDPR.

1.9.3 The Processor shall be entitled to terminate the Contract insofar as it concerns Processing of Personal Data under this Clause 1 where, after having informed the Controller that its instructions infringe applicable legal requirements in accordance with Clause 1.6.1(ii), the Controller insists on compliance with the instructions (provided that the Processor has clearly demonstrated the infringement by the provision of a legal opinion provided by a solicitor or barrister that both Parties can rely upon).

1.9.4 Following termination of the Contract, the Processor shall, at the choice of the Controller, delete all Personal Data Processed on behalf of the Controller and certify to the Controller that it has done so, or, return all the Personal Data to the Controller and delete existing copies unless the Law requires storage of the Personal Data. Until the data is deleted or returned, the Processor shall continue to ensure compliance with this Clause 1.

## ***2. Parties as joint controllers***

- 2.1. Where in Table A the Parties acknowledge that, for the purposes of the Data Protection Legislation, the Authority and the Supplier are Joint Controllers, this Clause 2 shall apply. The only Processing that a Joint Controller is authorised to do is listed in Table A of this Protocol by the Authority and may not be determined by the Supplier.
- 2.2. The Parties shall, in accordance with Article 26 of the UK GDPR, enter into a Joint Controller agreement based on the terms outlined in Annex 1.

### **3. Both data controllers**

- 3.1. To the extent that the nature of the Supplier's obligations under the Contract means that the Parties are acting both as Controllers (as may be referred to in Table A), each Party undertakes to comply at all times with its obligations under the Data Protection Legislation and shall:
- 3.1.1. implement such measures and perform its obligations (as applicable) in compliance with the Data Protection Legislation; and
  - 3.1.2. be responsible for determining its data security obligations taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects, and shall implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and accidental destruction or loss and ensure the protection of the rights of the Data Subject, in such a manner that Processing will meet the requirements of the Data Protection Legislation where Personal Data has been transmitted by it, or while the Personal Data is in its possession or control.
- 3.2. Where Personal Data is shared between the Parties, each acting as Controller:
- 3.2.1. the Data Transferor warrants and undertakes to the Data Recipient that such Personal Data has been collected, Processed and transferred in accordance with the Data Protection Legislation and this Clause 1;
  - 3.2.2. the Data Recipient will Process the Personal Data in accordance with the Data Protection Legislation and this Clause 1; and
  - 3.2.3. where the Data Recipient is in breach of its obligations under this Protocol and the Data Protection Legislation, the Data Transferor may suspend the transfer of the Personal Data to the Data Recipient either on a temporary or permanent basis, depending on the nature of the breach.

### **4. Changes to this protocol**

- 4.1 Any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

## **Annex 2 - Optional Terms for Key Provisions**

**Call off Contract** ☒ (only applicable to the Contract if the box is checked and the standards or requirements are listed)

- 1 Provision of Goods and Services - Delivery Standards** ☐
- 1.1 In-house Services by Supplier** - Time is of the essence as to any delivery dates under this Contract. If the Supplier fails to meet any delivery date this shall be deemed to be a

breach incapable of remedy for the purposes of Clause 15.4.(i) of Schedule 2 of these Call-off Terms and Conditions.

- 1.2 **Goods and Services by Sub-contractors, manufacturers or third parties** – The Supplier shall use reasonable endeavours to meet any performance dates specified in the Order Form or in this Contract. If the Supplier fails to do so, the Participating Authority may without prejudice to any other rights it may have under the Contract:

- (a) terminate the Order in whole or in part without liability to the Supplier;
- (b) refuse to accept any subsequent delivery of the Goods or performance of the Services (as the case may be);
- (c) purchase substitute Goods and/or Services from another supplier; and
- (d) hold the Supplier accountable for any losses and additional costs incurred.

**2 Provision of Goods – Inspection of Goods** ☒

- 2.1 For the purposes of Clause Appendix 1 - Participating Authority Specification the Participating Authority shall visually inspect the Goods within **30 days** of the date of delivery of the relevant Goods.

**3 Provision of Services - (Long Stop Date(s))\*** ☐

- 3.1 The Services Commencement Date shall be **[insert date]**
- 3.2 The Long Stop Date for the commencement of provision of the Services shall be **[insert date]**.

**4 Training, Support Services and/or Help Desk** ☐

- 4.1 The Supplier or its Sub-contractor shall as soon as reasonably practicable after delivery of the Goods or Services to the Participating Authority, provide a suitably qualified professional to deliver a thorough training programme about the features and benefits of the Goods and Services the Participating Authority.
- 4.2 The Supplier shall provide as much training and support to the Participating Authority as the Participating Authority may reasonably require throughout the Term. Such training shall be carried out within the Contract Price and any associated costs shall be absorbed in full by the Supplier.
- 4.3 The Supplier shall at its own expense provide the Participating Authority with copies of all training materials and resources, such materials to include a [insert]with sufficient detail to enable trained [clinical or applicable] staff within the Participating Authority to train others.

**5 Implementation and Acceptance Testing of Goods and Services – Implementation Plan** ☐

- 5.1 The Supplier shall implement the Services in accordance with the Implementation Plan appended at Appendix 4.

**6 Implementation and Acceptance Testing of Goods and Services – Pre-Acceptance Criteria** ☐

- 6.1 The parties agree to adhere to the Pre-Acceptance Criteria detailed within [insert]

**7 Implementation and Acceptance Testing of Goods and Services – Provisional Acceptance Criteria** ☐

7.1 The parties agree to adhere to the Provisional Acceptance Criteria detailed within [insert]

**8 Implementation and Acceptance Testing of Goods and Services – Final Acceptance Criteria** ☐

8.1 The parties agree to adhere to the Final Acceptance Criteria detailed within [insert].

8.2 Once the Supplier has completed all elements of delivery and installation/ implementation of the Goods and/or Services and has notified the Participating Authority in writing of such, the Participating Authority shall have, as a minimum, **[insert]** Business Days to conduct Final Acceptance Testing and review the implemented Goods and/or Services to ensure they conform with the Acceptance Criteria.

8.3 The Supplier agrees to assist the Participating Authority, as requested, in the performance of such testing and review and to cooperate with **[other suppliers and employees of the Participating Authority]** in the conducting of such testing and review.

**9 Implementation and Acceptance Testing of Goods and Services – Final Acceptance Criteria** ☐

9.1 The Supplier is required to issue Test Certificates as detailed within Appendix 1 of the Specification.

9.2 If any of the **[Pre-Acceptance Criteria]; [Provisional Acceptance Criteria]; and/or the [Final Acceptance Criteria]** are not met in their entirety following completion of the relevant testing the Participating Authority may nevertheless at its discretion elect to provide its signature of any test certificates subject to rectification of any minor faults or errors. In such circumstances, the Supplier shall use all reasonable endeavours to rectify such faults or errors within the time period as specified in the applicable test certificate or, if no time period is so specified, within fourteen (14) days of the date of signature of the relevant test certificate.

**10 Locations subject to lease and/or licence** ☐

10.1 The provision of access by the Participating Authority to the Supplier to the Premises and Locations shall be subject to the lease and/or license appended at Appendix 5.

**11 Change Control Process** ☐

11.1 Any changes to this Contract, including to the Services and Goods, may only be agreed in accordance with the Change Control Process set out in Appendix 3.

**12 TUPE** ☐

12.1 Notwithstanding Key Provision 8 of the Contract Terms and Conditions, the Parties agree that the commencement of the provision of the Services under this Contract shall give rise to a relevant transfer as defined in TUPE and the provisions of Appendix 8 shall apply to such transfer.

**13 Termination Sum** ☐

- 13.1 Should the Participating Authority terminate this Contract in accordance with this Clause 13, then the Participating Authority shall pay to the Supplier the termination sum calculated in accordance with Appendix 7.

**14 Step In Rights** ☐

- 14.1 If the Supplier is unable to provide the Services, then the Participating Authority shall be entitled to exercise Step In Rights set out in Appendix 6.

**15 Key Performance Indicators** ☐

- 15.1 The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10.

**16 End User License Agreement (EULA)** ☐

- 16.1 The Participating Authority is licensed to use such Goods and Service(s) in accordance with the EULA applicable to those Goods, and by entering into these Terms and any Contract pursuant to them, the Participating Authority agrees to enter into and comply with the terms of such EULA(s).
- 16.2 The EULA applicable to the relevant Software Product, as stipulated by the manufacturer of the Goods is appended at Appendix 9.
- 16.3 The Supplier hereby grants (or shall procure the grant in the case of rights owned by third parties) to the Participating Authority, and the Participating Authority hereby accepts from the Supplier, a [world-wide, non-exclusive, irrevocable, perpetual, transferrable, licence (with the right to freely grant sub-licences)] to use and exploit (and to permit its sub-licensees to freely use and exploit) the Goods and the Consumables. No fee shall be payable for the grant of this licence other than the charges detailed in Appendix 2 (Contract Pricing). The foregoing license(s) shall be: [CPU License/ Desktop License/ Server License/ Site License / Enterprise License/ Concurrent User License/ MIPS License]
- 16.4 The Supplier shall deliver all Software electronically.

**17 Intellectual Property Rights** ☐

- 17.1 The Supplier confirms and agrees that [all/ specific detail on] Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification, shall be owned by the Participating Authority. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The Supplier shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to this Clause and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs. This Clause shall continue notwithstanding the expiry or earlier termination of this Contract.

**18 Social Value** ☐

- 18.1 The Supplier will comply with the Social Value [insert e.g., commitments, measures] detailed within Appendix 12.

**19 New Technologies** ☐

- 19.1 During the Term, if any new product or new technology related to the Goods (each a **“New Technology Product”**) becomes available from the Supplier and it is obligatory for the Participating Authority to accept such Goods, the Supplier will replace the existing Goods pursuant to the Framework Agreement and shall not be permitted to increase the Contract Price in respect of such product(s).
- 19.2 In the event that the Participating Authorities are given the option to replace existing Goods supplied pursuant to the Contract with a New Technology Product (i.e., such replacement is not obligatory), the Supplier may increase the Contract Price to reflect that the Participating Authorities have opted to purchase such New Technology Product(s) provided always that such replacement produce and increased price is in accordance with Law. In the case of the latter situation, the Supplier shall provide the Authority and the Participating Authorities with full details of the New Technology Product and the additional costs (if any) associated with such products (applying discounts comparable to those applicable to the existing Goods under the Framework Agreement) in order for the Participating Authorities to make an informed decision as to whether to replace the existing Goods with the New Technology Product(s).
- 19.3 The Supplier shall notify the Authority and the Participating Authorities in writing of such at least thirty (30) days prior to the New Technology Products being made available for purchase through commercial/public release.
- 19.4 During the Term, if the Authority is notified of a New Technology Product pursuant to Clause 19.3 the Authority may request and the Supplier shall agree to supply the New Technology Product solely to the Participating Authority for a period of [insert number] months, prior to such New Technology Product being made available for purchase through commercial/public release.

**20     Pricing for Goods     ☒**

- 20.1 The Prices detailed within Appendix 2 are inclusive of the costs of packaging, insurance and carriage of the Goods.
- 20.2 Arrangement for export shall be made by the Supplier and any applicable freight and shipping expenses, tariffs, customs, duties, or fees shall be paid for by the Supplier.
- 20.3 The Supplier shall use best endeavors to assist the Participating Authority with any issues with a carrier or insurer for mis-delivery or loss or damage to Goods. The Supplier will pay any excess costs due to failure to follow applicable shipping instructions.

### Annex 3 - Optional Terms for Software and Services

#### 1. Pricing for Services – Total Cost ☒

1.1 The total Price for the Services shall be the amount set out in the Call off Contract.

#### 2. Pricing for Services – Instalments ☐

2.1 The total Price shall be paid to the Supplier in instalments. The Supplier shall invoice the Participating Authority for the charges that are then payable as detailed in Appendix 2.

#### 3 Pricing for Services – Maintenance and Support Services ☐

3.1 The Supplier shall invoice the fees for Maintenance and Support Services in advance annually.

#### 4 Pricing for Services – Fixed Pricing ☐

4.1 Any fixed price and daily rate contained in the Participating Authority Schedule excludes: the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by members of the supplier's team in connection with the Services.

4.2 The cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. Such expenses, materials and third-party services shall be invoiced by the Supplier at cost. The Supplier shall obtain the Participating Authority's written approval before incurring any such expense, material or service exceeding £[insert].

4.3 The Supplier shall obtain and maintain at its own expense any and all necessary consents, licenses, approvals and permits required for its provision of Services.

#### 5 Implementation of Software ☒

5.1 If the implemented Goods and Services function with any Errors or fail to conform to the Acceptance Criteria as defined in the applicable Contract, the Participating Authority may reject such Goods or Services, and the related implementation services, by providing the Supplier with written notice specifying such Errors and/or failures.

5.2 Upon receipt of such notice referred to above, the Supplier shall correct all such Errors and/or failures as soon as practicable, but no later than **1 year** from the date of Participating Authority's notice of rejection.

5.3 Upon receipt of such notice above the Supplier shall provide a remediation plan and schedule. Upon receipt of the remediation plan, the Participating Authority shall then have, at a minimum, **30 Business Days** to test and review the corrected Goods and Services according to the Acceptance Criteria.

5.4 If the Supplier is unable to correct the Error(s), the Participating Authority may elect to terminate the Contract, without prejudice to any other rights to which it is entitled or resubmit a notice of rejection to the Supplier for a second and final opportunity to correct such Error and/or failure.

5.5 For avoidance of doubt, any approval by the Participating Authority under this section shall not limit or alleviate or absolve the Supplier's responsibilities, representations, warranties, and obligations otherwise set forth in the Contract

**6 Software Errors** ☐

- 6.1 The Supplier shall promptly notify the Participating Authority of any material defects or malfunctions in the Vendor Software or Documentation as soon as reasonably practicable. The Supplier, its agents or Sub-contractors shall promptly correct, or have corrected, any material defects or malfunctions in the Vendor Software or Documentation discovered and provide the Participating Authority with corrected copies of same, without additional charge.
- 6.2 The Suppliers obligation hereunder will not be deemed to affect any other liability that it may have to the Participating Authority.
- 6.3 If the Participating Authority notifies the Supplier in writing that the Vendor Software has failed to perform in accordance with the applicable Documentation or to conform to Vendors representations and warranties, the Supplier shall, **[at its own cost and expense]** and within **[insert]** days of such written notice, either correct each deficiency or provide the Participating Authority with a plan, for its approval, for correcting the deficiency.
- 6.4 Any such corrected Vendor Software provided to the Participating Authority shall be subject to the Acceptance provisions set out at Clause **[insert]**. This shall be in addition to, and not in limitation of, other remedies and rights available at law or equity or under this Contract.

**7 Supplier Quality Commitments for Software Licenses** ☒

- 7.1 The Supplier shall use reasonable endeavors to ensure that all Vendor Software licensed pursuant to this Contract:
- shall operate in conformance with the Documentation.
  - will not disable or interfere with any other process, system or technology of Participating Authority
  - complies with applicable Laws.

**8 Supplier Quality Commitments for Software – Dispute Resolution** ☒

- 8.1 The Supplier, its agents or Sub-contractors shall not remove, alter, disable, corrupt, or interfere with the Vendor Software for purposes of preventing the Participating Authority from using the Vendor Software, or otherwise intentionally rendering the Vendor Software inoperable as the result of any dispute under this Contract. In the event of dispute or delayed payment, either party may refer the dispute in accordance with Clause 22 (Dispute Resolution).

**9 Supplier Quality Commitments for Software-as-a-Service** ☐

- 9.1 The Supplier shall use reasonable endeavours to ensure that the Software-as-a-Service (SaaS) shall be performed:
- in a timely, high quality and professional manner, using only qualified agents.
  - in conformance with generally acceptable industry standards.
  - in compliance with all applicable Laws.
  - in compliance with any accreditation standards applicable to the Supplier.

**10 Maintenance and Support Services for Software** ☐

- 10.1 The Supplier shall provide to the Participating Authority, without additional charge, copies of the Documentation revised to reflect any Improvement to the Vendor Software made during the Maintenance and Support Services period.

- 10.2 At the Participating Authority's request, the Supplier shall prepare and submit to the Participating Authority a detailed report describing all of the Maintenance and Support Services provided to it by the Supplier under the Contract during the [prior year or quarter].
- 10.3 The Supplier shall provide, [at its own expense], [Telephone, email, and internet-based] support for advice and assistance to the Participating Authority on the use of Vendor Software, **(namely: basic information and instructions, including assistance with the general use of the Vendor Software, optimisation of the available functions, installation of the Vendor Software, research problems reported by the Participating Authority, and any expected future modifications, new releases, fixes, updates, revisions, enhancements, and changes "Improvements" to the Vendor Software.**
- 10.4 The Supplier will provide the Maintenance and Support Services for **[all releases]** on the Vendor's support matrix, but in no event less than the most current release of the Vendor Software. These Maintenance and Support Services are **[free of charge/ priced as per Appendix 2]**

## **11 Maintenance and Support Services for Software - Remote dial-in access** ☐

- 11.1 The Participating Authority shall maintain a direct telephone line or Virtual Private Network (VPN )connection to assist the Supplier and its Sub-contractors in providing remote dial-in access. The Participating Authority shall use reasonable efforts to inform the Supplier of any username and password changes pertaining to any VPN connections.

## **12 Deliverables created pursuant to the terms of this Contract** ☐

- 12.1 The Supplier agrees that the Participating Authority shall own all rights, title and interest to all Intellectual Property in any and all Deliverables created pursuant to the terms of this Contract (together the "**Foreground IP**") and shall deliver to the Participating Authority the Deliverables in the Supplier's possession promptly upon request. For the avoidance of doubt, the Supplier will retain ownership of all Prior Inventions.
- 12.2 The Supplier hereby:
- irrevocably assigns absolutely with full title guarantee to the Participating Authority all rights, title and interest to the Deliverables and any Foreground IP;
  - agrees to execute all documents and do all things necessary to vest ownership of all Deliverables and Foreground IP in the Participating Authority as sole beneficial owner; and
  - agrees to waive (or procure the waiver of as the case may be) all moral rights in respect of any Deliverables; and
  - irrevocably appoints the Participating Authority as its agent in its name and on its behalf to execute any such document or do any such thing necessary for the purpose of giving to the Participating Authority the full benefit of the rights described in this Clause and perfecting such ownership interests of the Participating Authority, such right being coupled with an interest.
- 12.3 Deliverables are deemed to be the Participating Authority's Confidential Information hereunder and, except as permitted herein, shall not be used or disclosed by the Supplier for any purpose without the Participating Authority's express written approval.
- 12.4 The Supplier shall obtain the Participating Authority's prior written consent before incorporating any third-party materials into any Deliverables. If Deliverables contain

materials the Supplier or others previously developed, patented or copyrighted and which were not developed as a result of providing the Goods and Services under this Contract, the Supplier hereby grants the Participating Authority and the Participating Authority hereby accepts, an irrevocable, perpetual, world-wide, royalty-free transferrable license to use, copy, modify, distribute, display, perform, import, manufacture, have made, and sublicense such materials for the purpose of exercising the Participating Authority's rights, title and interest in the Deliverable, to the extent Supplier has the right to grant such a licence.

- 12.5 The Supplier agrees that if, in the course of performing, delivering or otherwise providing the Services, the Supplier or its agents and Sub-contractors incorporate into any Deliverable or otherwise use any Prior Inventions, then the Supplier will provide the Participating Authority with prior written notice and the Participating Authority is hereby granted a royalty-free, perpetual, irrevocable, transferrable, sub-licenseable, worldwide license to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction for any and all purposes to the extent reasonably required in connection with the Participating Authority's receipt or use of the Services or Deliverables. All other rights in and to the Prior Inventions are expressly reserved by the Supplier.

### 13 New Releases of Software ☒

- 13.1 During the term of this Contract, the Supplier agrees it shall provide the Participating Authority with all new releases of software which are modifications to the Vendor Software, fixes, updates, revisions, improvements, enhancements, and other changes ("**Improvements**") to such Vendor Software that are generally offered to the Supplier's customers.
- 13.2 The Participating Authority may, at its sole discretion, approve or reject any Improvement. Any Improvement approved by the Participating Authority shall be deemed to be Vendor Software and subject to the terms and conditions of the EULA Contract.

### 14 Subsequent Versions of Software ☒

- 14.1 The Supplier will make available to the Participating Authority all subsequent versions "**Subsequent Versions**" of the Vendor Software. Subsequent Versions are modifications or upgrades to the Vendor Software that add significant functionality and may be supplied for an additional cost. The Supplier will send any release notes related to Improvements or Subsequent Versions in the manner and to the location specified by Participating Authority in the Specification (Appendix 1).

### 15 Software-as-a-Service (SaaS) ☒

- 15.1 The Supplier will provide all SaaS Services (including, without limitation, configuration and implementation of the SaaS Services, subject to the Contract, as necessary to enable the Participating Authority and its authorised users to access and use the Software, the SaaS Services, and all associated data and information (including, without limitation, the Data) over a secure web-enabled connection, in accordance with the Participating Authority's requirements, Specifications, and minimum acceptable service levels.

15.2 As part of the SaaS Services, the Supplier shall:

- procure and maintain the infrastructure (including hardware, Software, networks, connectivity, security, tools and other resources) as necessary to securely host the SaaS application and deliver the SaaS Services.
- ensure that the SaaS Application and all Data shall be maintained on secure servers located in **at least two (2)** Data Centres.

15.3 The Supplier and/or its Sub-contractor shall ensure that fully redundant mirrored image copies of the SaaS Application, the related infrastructure and Data simultaneously reside in a backup server(s) (capable of operating as a hot site with no fail-over elapsed time), physically located in another Data Centre (**“Back-Up Data Centre”**). The Supplier shall ensure its system backups and shall procure that its Sub-contractor’s system backups will ensure that the Data is encrypted in transit and at rest (including at the Back-Up Data Centre).

15.4 The Supplier shall ensure and shall procure that its Sub-contractor will ensure that all Data is logically segregated from other data, including the Supplier’s other Participating Authorities’ data, and shall secure and restrict access to Data solely to the Participating Authority and its Authorized Users and ensure that the SaaS Services are otherwise provided in compliance with any applicable data processing agreement, and all applicable Laws.

15.5 The Supplier has provided the name and locations of its hosting site(s) in Appendix 1 (Specification) of the Call off Contract and the Data Protection Protocol.

15.6 In the event of any change of the location(s) of the Data Center(s), the Supplier shall provide the Participating Authority with prior written notice of said change and disclose the address of the new Data Center.

15.7 The Supplier shall provide the SaaS Services at least in accordance with the Minimum Agreed Service Levels (MASL), detailed within Appendix 1 (Specification) of the Call off Contract.

The Supplier shall provide the Participating Authority with all necessary technical changes and any configuration and implementation procedures required for the Participating Authority to access and use the SaaS Services.

## 16 Data Ownership ☐

16.1 The Supplier acknowledge and agree that the Participating Authority is the exclusive owner of all right, title and interest in and to the Data. The Supplier may only use Data in strict performance of its obligations under the Contract, unless otherwise agreed in writing with the Participating Authority.

## 17 Participating Authority Obligations (SaaS) ☐

17.1 The Participating Authority shall not:

- disclose, disseminate, reproduce or publish any portion of the SaaS Services in any manner or permit the same;
- use the SaaS Services to create derivative products or other derivative works; or
- disassemble, decompile, manipulate or reverse engineer any portion of the SaaS Services.

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