

Contract Reference Number:

CIVICA WORKFORCE SOLUTIONS CONTRACT

BETWEEN

- (1) Civica UK Limited, a company registered in England under company number 1628868 with its registered office at South Bank Central, 30 Stamford Street, London, SE1 9LQ (**Civica**); and
- (2) NHS Business Services Authority, an arm's-length body of the Department of Health and Social Care with its registered office at Stella House, Goldcrest Way, Newburn Riverside Business Park, NE15 8NY (**the Customer**)

BACKGROUND

- (A) Civica has developed certain software applications and platforms that it makes available to subscribers via the internet on a pay-per-use basis for the purpose of supplying recruitment software.
- (B) The Customer wishes to use Civica's service in its business operations.
- (C) Civica has agreed to provide and the Customer has agreed to take and pay for Civica's SaaS Service subject to the terms and conditions of this Contract.

AGREED

1. Definitions

1.1 The following definitions apply to this Contract:

Authorised Users means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the SaaS Service and the Documentation.

Charges mean the charges payable under this Contract by the Customer, as set out in Schedule 1 including the One-off Costs, Subscription Fees, additional user fees as detailed in clause 3.2 and Excess Storage Fees.

Confidential Information means all confidential information (however recorded, preserved or disclosed) disclosed by a party or its employees, officers, representatives or advisers to the other party including but not limited to all designs, design studies, surveys, project plans, implementation plans, software, customised specifications, system configurations, user guidance, training hand outs, proprietary data whose disclosure to third parties may be damaging and other similar information, and any Software or materials which have been, or will be supplied to Customer by Civica in connection with this Contract.

Contract means the terms and conditions of this Civica Workforce Solutions Contract and all the Schedules.

Controller shall have the meaning set out in the GDPR.

Customer Data means the data inputted by the Customer, Authorised Users, or Civica on the Customer's behalf for the purpose of using the SaaS Service or facilitating the Customer's use of the SaaS Service.

Data Processing Schedule means Schedule 3 setting out the data processing activities in respect of

the SaaS Service.

Data Subject shall have the meaning set out in the GDPR.

Documentation means the standard operating document(s), user guides and manuals made available to the Customer by Civica.

Excess Storage Fees means the excess storage fees as detailed in paragraph 5 of Schedule 1.

GDPR means the European General Data Protection Regulation being Regulation (EU) 2016/679 and the Data Protection Act 2018 and any replacement legislation thereof in the UK.

ICO means the Information Commissioner's Office or any replacement authority in the UK.

Information Security Standards means the standards document setting out details of the security standards and measures.

Initial Subscription Term means the initial term of this Contract as set out in paragraph 3.4 of Schedule 1.

Intellectual Property Rights/IPR means all intellectual and industrial property rights including copyright, licence, patents, know-how, trademarks, trade names, inventions, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, database rights, and any other rights in any invention, discovery or process whether in existence at the date hereof or created in the future.

One-off Costs means Civica's one off charges for set up of the SaaS Service as detailed in paragraph 2 of Schedule 1.

Personal Data/Personal Data Breach shall have the meanings set out in the GDPR.

Process/Processing/Processor shall have the meanings set out in the GDPR.

Renewal Period means the period described in clause 14.1.

SaaS Service means the Software and Support Service made available as a subscription service by Civica to the Customer under this Contract as more particularly described in the Documentation.

Service Definition Document means the document included in [appendix A] of this Contract

Software means the recruitment software licensed by Civica as part of the SaaS Service, as detailed in paragraph 1 of Schedule 1.

Start Date means the date the SaaS Service starts as detailed in paragraph 3.3 of Schedule 1.

Subscription Fees means the subscription fees payable by the Customer to Civica as set out in Schedule 1.

Subscription Term means the Initial Subscription Term together with any subsequent Renewal Periods.

Support Service means the support service offered by Civica as detailed in Schedule 2.

User Subscriptions means the user subscriptions paid for by the Customer pursuant to clause 10 which entitle Authorised Users to access and use the SaaS Service and the Documentation in accordance with this Contract.

Virus means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or

otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

Working Day means 0900 – 17:30 hours on a Monday – Friday excluding English public holidays.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.
- 1.3 A person includes a corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- 1.7 Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.8 References to clauses and schedules are to the clauses and schedules of this Contract. References to paragraphs are to paragraphs of the relevant schedule.
- 1.9 Customer and Civica agree that in the event of, and to the extent of, any conflict or inconsistency between the Schedules and these terms and conditions, the terms and conditions shall prevail.

2. User Subscriptions

- 2.1 In consideration of the Customer paying for the User Subscriptions (in accordance with clause 10) and the Customer's compliance with the terms and conditions of this Contract, Civica grants to the Customer a non-exclusive, non-transferable right, without the right to grant sub licences, to permit the Authorised Users to use the SaaS Service and the Documentation during the Subscription Term solely for the Customer's internal business operations.
- 2.2 In relation to the Authorised Users, the Customer undertakes that:
 - 2.2.1 the maximum number of Authorised Users that it authorises to access and use the SaaS Service and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
 - 2.2.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the previous Authorised User shall no longer be an "Authorised User" nor have any right to access or use the SaaS Service and/or Documentation;
 - 2.2.3 each Authorised User shall keep a secure password for his use of the SaaS Service and Documentation and it is recommended that such password shall be changed no less frequently than 42 days and that each Authorised User shall keep his password confidential;
 - 2.2.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to Civica within 5 Working Days of Civica's written request at any time;
 - 2.2.5 it shall permit Civica or Civica's designated auditor to audit the SaaS Service in order to establish the name and password of each Authorised User and Civica's data

processing facilities to audit compliance with this Contract. Each such audit may be conducted no more than once per quarter, at Civica's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

- 2.2.6 if any of the audits referred to in clause 2.2.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Civica's other rights, the Customer shall promptly disable such passwords and Civica shall not issue any new passwords to any such individual; and
 - 2.2.7 if any of the audits referred to in clause 2.2.5 reveal that the Customer has underpaid Charges to Civica, then without prejudice to Civica's other rights, Civica may invoice the Customer (and the Customer shall pay to Civica) an amount equal to such underpayment as calculated in accordance with the prices set out in Schedule 1, to be paid within 10 Working Days of the date of the relevant audit.
- 2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the SaaS Service that:
- 2.3.1 reproduce, transmit, communicate or knowingly receive any material which is offensive, racist, abusive, indecent, defamatory, obscene, threatening or menacing (to be determined by Civica, in its sole discretion, acting reasonably);
 - 2.3.2 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 2.3.3 facilitates illegal activity;
 - 2.3.4 depicts sexually explicit images;
 - 2.3.5 promotes unlawful violence;
 - 2.3.6 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 2.3.7 is otherwise illegal or causes damage or injury to any person or property;

and Civica reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to the SaaS Service and/or any material that breaches the provisions of this clause 2.3.

- 2.4 The Customer shall not:
- 2.4.1 except to the extent (i) permitted by law or (ii) expressly permitted under this Contract:
 - (i) adapt, decompile, modify, translate, reverse engineer, disassemble or otherwise derive the source code of the whole or any part of the Software nor permit any third party to do so;
 - (ii) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means;
 - 2.4.2 access all or any part of the SaaS Service and Documentation in order to build a product or service which competes with the SaaS Service and/or the Documentation;
 - 2.4.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the SaaS Service and/or Documentation available to any third party except the Authorised Users;

- 2.4.4 not to use the SaaS Service to store, reproduce, transmit, communicate or knowingly receive any material which is offensive, racist, abusive, indecent, defamatory, obscene, threatening or menacing (to be determined by Civica, in its sole discretion, acting reasonably);
 - 2.4.5 comply with Civica's Acceptable Use Policy;
 - 2.4.6 ensure that its use of the SaaS Service does not infringe any applicable laws, regulations or third party's rights;
 - 2.4.7 agree not to breach any confidence, privacy, Intellectual Property Rights or other legal rights of any other party; and
 - 2.4.8 not resell the connectivity or facilities supplied by Civica or use the SaaS Service and/or Documentation to provide services to third parties, unless such third party is defined under paragraph 7 of Schedule 1.
- 2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the SaaS Service and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Civica.
- 2.6 Customer agrees that it will sign off on-boarding before the Start Date. If the Customer uses the SaaS Service this shall be deemed to be acceptance.
- 2.7 The rights provided under this clause 2 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

3. Additional User Subscriptions

- 3.1 Subject to clause 3.2, the Customer may, from time to time during any Subscription Term, pay for additional User Subscriptions in excess of the number set out in paragraph 4 of Schedule 1 and on payment thereof Civica shall grant access to the SaaS Service and the Documentation to such additional authorised users in accordance with the provisions of this Contract ("Authorised Users").
- 3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify Civica in writing. The Customer shall, within 30 days of the date of Civica's invoice, pay Civica the relevant fees for such additional User Subscriptions as set out in paragraph 4 of Schedule 1 and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by Civica for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4. Services

- 4.1 Civica shall, during the Subscription Term, provide the SaaS Service and make available the Documentation to the Customer on and subject to the terms and conditions of this Contract.
- 4.2 Civica shall be excused in respect of the non-availability of the SaaS Service during:
- 4.2.1 planned maintenance carried out outside a Working Day; and
 - 4.2.2 unscheduled maintenance performed outside a Working Day, provided that Civica has used reasonable endeavours to give the Customer prior written notice.
- 4.3 Civica will, as part of the SaaS Service, provide the Customer with Civica's standard Support Services during Working Days. The Customer may purchase enhanced support services separately at Civica's then current rates, as an additional service.

4.4 Civica may update, improve, modify or add new functionality to the SaaS Service during the Subscription Term in order to maintain performance or fix issues.

5. Customer Data

- 5.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 5.2 Civica shall follow its own backup procedures in respect of Customer Data as set out in its Service Definition Document as such documentation may be amended by Civica from time to time and in a way that does not materially change the scope of the SaaS Service.
- 5.3 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Civica shall be for Civica to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest backup of such Customer Data maintained by Civica in accordance with the archiving procedure described in the Technical Background Notes.
- 5.4 Civica shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Civica to perform services related to Customer Data maintenance and backup for which it shall remain fully liable).
- 5.5 This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under GDPR nor clause 6.

6. Data Protection

- 6.1 The Customer shall, as a Controller, comply with the GDPR and in particular in respect of all Personal Data it passes to Civica acting as a Processor.
- 6.2 Civica shall, as a Processor, comply with the GDPR in respect of all Personal Data processed on behalf of the Customer in accordance with this Contract. Civica carries out certain Processing activities on behalf of the Customer in performing the SaaS Service.
- 6.3 In interpreting the GDPR the parties shall have regard to all guidance and codes of practice issued by the ICO and any other body with regulatory authority in relation to the Processing.
- 6.4 The parties agree that if there are changes to the GDPR or related guidance from the ICO in relation to the Processing during the term of this Contract which require either party to take additional steps to enable compliance with GDPR, the parties shall review the provisions of this Contract and shall negotiate in good faith to agree appropriate changes to them.
- 6.5 The parties undertake to each other that they shall comply with GDPR in relation to their collection and Processing, respectively, of Personal Data in connection with the SaaS Service.
- 6.6 Each party shall provide the other with the name and contact details of its data protection contact, who is responsible for data protection matters on a day-to-day basis as applicable to the SaaS Service.
- 6.7 To the extent Civica Processes, Personal Data, on behalf of the Customer in connection with the Supplies clauses 6.8 – 6.9 shall apply to the Processing.
- 6.8 Civica (as Processor) shall:
- 6.8.1 Process the Personal Data only on the instructions of the Customer and as detailed in the Data Processing Schedule;

- 6.8.2 not transfer the Personal Data outside of the EEA, except where required to do so by law to which Civica is subject; in such a case, Civica shall inform the Controller of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;
- 6.8.3 ensure that its staff who Process the Personal Data have had the necessary training regarding the handling and security of Personal Data and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 6.8.4 take all measures required pursuant to Article 32 of GDPR, in particular:
- (i) implement and maintain suitable and appropriate technical and organisational measures and controls to prevent unauthorised or unlawful processing of Personal Data and accidental loss, destruction, damage, theft, use or disclosure of such Personal Data, and shall protect against any security threats to the Personal Data and detect and prevent unauthorised processing of or access to the Personal Data;
 - (ii) comply with its Information Security Standards or the Customer's which the Processor has agreed to follow;
 - (iii) install and maintain all necessary software updates to ensure compliance of Article 32 and will give notice to the Customer of such updates which affect the SaaS Service;
 - (iv) in assessing the appropriate level of security, take into account the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed; and
 - (v) take such steps to ensure that any person acting under the authority of the Processor who has access to the Personal Data does not Process such Personal Data except in respect of the Supplies, unless he or she is required to do so by law;
- 6.8.5 where the Processor engages another processor for carrying out specific Processing activities on behalf of the Customer (a sub-processor), impose the same data protection obligations as required by GDPR on the sub-processor by way of a written contract. Where the sub-processor fails to fulfil its data protection obligations, the Processor shall remain fully liable to the Customer for the performance of the sub-processor's obligations.
- Civica shall not use a sub-processor without the Customer's consent save for where it uses its group of companies under clause 6.9.1 or a hosting provider under clause 6.9.2. Where Civica engages a sub-processor under clause 6.9.2, Civica shall inform the Controller of the engagement, thereby giving the Customer the opportunity to object to such changes;
- 6.8.6 on request from the Customer, and subject to the Customer paying Civica's reasonable costs in collating any such data, (i) assist in any Data Subject rights requests and/or (ii) any co-operation under Article 28(3)(f) of GDPR;
- 6.8.7 at the choice of the Customer, destroy, anonymise or return all the Personal Data to the Customer after the end of the provision of Supplies relating to the Processing, and delete all copies unless storage of the Personal Data is required by law and/or to carry out contractual obligations and on request provide written confirmation that it has done so;
- 6.8.8 make available to the Customer all information necessary to demonstrate compliance with the obligations set out in this clause 6.8 and allow for and contribute to audits,

including inspections, conducted by the Controller or another auditor mandated by the Controller, subject to the Customer paying Civica's reasonable costs in collating any such data;

6.8.9 inform the Customer if, in its opinion, an instruction infringes GDPR;

6.8.10 notify the Customer as soon as possible after becoming aware of either:

6.8.10.1 a Personal Data Breach;

6.8.10.2 any Personal Data Breach notification, complaint or other notice or communication in relation to the Processing or either party's compliance with GDPR.

Civica will not directly respond to any such Personal Data Breach notification, complaint, notice or communication unless required by law.

6.9 Civica (as Processor) may:

6.9.1 use any of its group of companies to deliver part of the Services to the Customer and provided Civica complies with clause 6.8.5 and has the appropriate safeguards in place may share Personal Data as part of this delivery; and/or

6.9.2 use a hosting provider to host data within the EEA.

6.10 Civica must during and after the term of this Contract keep the Customer fully indemnified (without limitation) against all losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of Civica's obligations under UK GDPR and any other applicable data protection legislation arising from or in relation to this Contract. This indemnity doesn't apply to the extent that Civica's breach is due to the Customer's instruction.

Customer Consents

6.10 The Customer acknowledges and agrees that the Processing to be carried out by Civica and its sub-processors in the course of providing the SaaS Service in accordance with this Contract is done on documented instructions from the Customer.

6.11 Where Civica requires to transfer data outside of the EEA the Customer agrees in writing it may do so, provided the Processor ensures that such transfer meets the requirements of Article 45 (Transfers on the basis of an adequacy decision) or Article 46 (Transfers subject to appropriate safeguards) of GDPR.

6.12 Where required under the GDPR you appoint Civica as your agent to enter into the standard contractual clauses ("SCCs") between you and any of Civica's group of companies outside the European Economic Area as described in clause 6.9. In such circumstances Civica shall include language in the SCCs that reflects that the SCCs are entered into between the Customer, having authorised Civica to enter into the SCCs in your name, and on your behalf, as data exporter, and the third parties, as data importer, under clause 6.9. Civica will make available the SCCs upon request from the Customer.

6.13 The Customer shall ensure it has a legal basis to Process and has fulfilled all its obligations that entitle it to pass the Personal Data to Civica (including its sub-contractors and any other sub-processors including but not limited to its group of companies) so that Civica may lawfully Process the Personal Data.

6.14 Where the Customer fails to comply with the GDPR, it shall keep Civica indemnified in full and hold Civica harmless against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Civica as a result of, or in connection with, any claim made against Civica in respect of any use of such Personal Data in breach of this Contract arising from Customer's failure to comply with its obligations.

6.15 The Customer consents to Civica appointing IBM (or any replacement hosting provider) as a sub-processor of Personal Data under this Contract as a hosting provider. The parties

acknowledge and agree that IBM (or any replacement hosting provider) will process Personal Data to the extent to make its cloud service available to Civica to deliver the SaaS Service.

Freedom of Information

- 6.16 Where Customer is a public authority and is under a duty to comply with the provisions of the Freedom of Information Act 2000 as amended from time to time, including any related guidance or codes of practice ("FOIA"), Civica shall assist Customer in meeting any requests for information in relation to this Contract in return for a reasonable fee notified by Civica to Customer within 5 Working Days of receipt of any such written request.
- 6.17 Customer shall consult with Civica prior to disclosing information relating to this Contract to the extent that it is required so to do by the FOIA or under the Transparency Agenda.
- 6.18 Neither Civica nor Customer shall, in responding to such requests for information or disclosure of this Contract under clause 6.16, disclose any information which is exempt as described within any provision of the FOIA or that is commercially sensitive information.

7. Third Party Providers

- 7.1 The Customer acknowledges that the SaaS Service may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third party websites and if Customer uses such third party websites it does so solely at its own risk.
- 7.2 Civica makes no representation nor warranty regarding such third party websites and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third party website, or any transactions completed, and any contract entered into by the Customer, with any such third party.
- 7.3 Any contract entered into and any transaction completed via any third party website is between the Customer and the relevant third party, and not Civica.
- 7.4 Civica recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third party website. Civica does not endorse or approve any third party website nor the content of any of the third party website made available via the SaaS Service.

8. Civica Obligations

- 8.1 Civica does not warrant that the SaaS Service will be entirely error free. Civica shall provide the SaaS Service to the Customer and its Authorised Users during the Subscription Term. Civica can provide the warranty that the services provided shall meet the specification agreed.
- 8.2 Any non-conformance in the provision of the SaaS Service which is caused by use of the SaaS Service contrary to Civica's instructions, or modification or alteration of the SaaS Service by any party other than Civica shall not be in breach of clause 8.1.
- 8.3 If the SaaS Service is not available Civica will, at its expense, use reasonable endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance, and as described in the Service Definition Document.
- 8.4 Civica does not warrant that the Customer's use of the SaaS Service will be uninterrupted or error-free and is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the SaaS Service and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 8.5 Civica warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Contract.
- 8.6 Civica will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

9. Customer Obligations

9.1 The Customer shall:

- 9.1.1 make its own arrangements for internet access in order to access the SaaS Service, with the required type and version of browser as notified to the Customer by Civica from time to time during the Subscription Term, and Civica shall not be liable in connection with the Customer's inability to access the SaaS Service if due to the Customer's inability to establish internet connection, or not having their browser set to the correct type and version, for accessing the SaaS Service. Any change to the required type and version of browser must be notified to the Customer as soon as is reasonably practicable;
- 9.1.2 not make the SaaS Service available to anyone other than Authorised Users (in accordance with clause 2) and shall use all reasonable endeavours to prevent unauthorised access to or use of the SaaS Service. In the event that the Customer becomes aware of any unauthorised access to the SaaS Service, it shall notify Civica promptly of any such unauthorised access or use;
- 9.1.3 without affecting its other obligations under this Contract, comply with all applicable laws and regulations with respect to its activities under this Contract;
- 9.1.4 not interfere with or disrupt the integrity or performance of the SaaS Service (including the Software) or third party data contained therein, nor attempt to gain unauthorised access to the SaaS Service or the related systems or networks, including, but without limitation, any interference or disruption caused by Customer initiated penetration testing;
- 9.1.5 carry out all other Customer responsibilities set out in this Contract in a timely and efficient manner.
- 9.1.6 ensure that the Authorised Users use the SaaS Service and the Documentation in accordance with the terms and conditions of this Contract and shall be responsible for any Authorised User's breach of this Contract;
- 9.1.7 obtain and shall maintain all necessary licences, consents, and permissions necessary for Civica, its contractors and agents to perform their obligations under this Contract;
- 9.1.8 co-operate, as necessary, with Civica in relation to the provision of the SaaS Service under this Contract; and
- 9.1.9 ensure that its network and systems comply with the relevant specifications provided by Civica from time to time. Any changes to the relevant specifications must be notified to the Customer as soon as is reasonably practicable.
- 9.2 In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Civica may adjust any agreed timetable or delivery schedule as reasonably necessary.

10. Charges

- 10.1 The Customer shall pay the Charges including but not limited to the Subscription Fees in accordance with this clause 10 and Schedule 1.
- 10.2 All payments made by the Customer are non-refundable unless otherwise stated and shall be made by bank transfer to Civica's nominated bank account in cleared funds.
- 10.3 All Civica invoices shall be due for payment within 30 days of the date of the invoice.
- 10.4 The Customer shall pay all payments without any set-off, deduction, withholding, or counter-claim, including on account of any tax,
- 10.5 If Civica has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Civica including under clause 10.7, Civica may provide notice to the Customer in writing that it intends to disable the Customer's password, account and access to all or part of the SaaS Service if payment of the invoice is not made by the Customer within 14 days of the written notice. If payment of the invoice is not made within the 14 day notice period, Civica may, without liability to the Customer, disable the Customer's password, account and access to all or part of the SaaS Service and Civica shall be under no obligation to provide any or all of the SaaS Service while the invoice(s) concerned remain unpaid.
- 10.6 Trac is a fixed term license, all fees shall remain fixed for the duration of the Initial Subscription Term.
- 10.7 Civica may modify its fees and Charges upon expiry of the Initial Subscription Term , as follows:
- 10.7.1 except for third party costs, the percentage increase shall not exceed 2% above the percentage increase (if any) of the United Kingdom rate of the consumer prices index as published by the Office for National Statistics from time to time but not more than once per year, or as otherwise agreed in Schedule 2; and
 - 10.7.2 in respect of third party costs over which Civica has no control (for example energy and Microsoft licensing charges) the percentage increase shall match the increase applied by the third party as detailed in clause 10.8.
- 10.8 Civica may increase the charges upon expiry of the Initial Subscription Term to take into account third party costs, over which Civica has no control (for example, energy and Microsoft licensing charges) and apply the increase to the charges to match the increase applied by such third party, in respect of that element of the charges. Civica may not apply such increase retrospectively and will not pass on such increase to Customer where the increase is less than 2% of the third party element. On request Civica shall provide evidence of such increase applied by the third party.
- 10.9 Where the Customer requires a purchase order to be raised in order to facilitate payment of invoices, the Customer agrees to raise such purchase order in a timely fashion so as not to delay payment of Civica invoices in accordance with this clause 10. Notwithstanding this, the Customer agrees that any failure to raise a purchase order does not prevent Civica from raising invoices and any delay or lack of a purchase order does not relieve the Customer from paying valid invoices.
- 10.10 Civica reserves the right (in addition to any other remedies which may be available to it) to charge an administrative fee on overdue amounts on a daily basis from the original due date at the rate of £500 per day, the Customer agrees that such administrative fee is a genuine pre-estimate of the cost and loss suffered by Civica for late payment of invoices.
- 10.11 All amounts and fees stated or referred to in this Contract shall be payable in pounds sterling and are exclusive of value added tax, which shall be added to Civica's invoice(s) at the appropriate rate. Civica must add VAT to the invoice at the appropriate rate with visibility of the amount as a separate line item.
- 10.12 Civica will indemnify the Customer on demand against any liability arising from Civica's failure

to account for or to pay any VAT on payments made to Civica under this Contract. Civica must pay all sums to the Customer at least 5 Working Days before the date on which the tax or other liability is payable by the Customer.

- 10.13 If, at any time whilst using the SaaS Service, the Customer exceeds the amount of disk storage space specified in the Documentation, Civica shall charge the Customer, and the Customer shall pay, Civica's then current Excess Storage Fees
- 10.14 If the Customer requires any additional services related to the SaaS Service ("Additional Services"), these will be agreed in writing between the parties and recorded as a variation to this Contract. Civica shall raise an invoice for any such Additional Services on receipt of the Customer's order for provision of the Additional Services.

11. Intellectual Property

- 11.1 All Intellectual Property Rights in the SaaS Service including the Software belong to Civica or a third party licensor. At no time shall any rights, interests or title in any intellectual property in the SaaS Service, including the Software, pass to the Customer.
- 11.2 Civica shall have a royalty-free, worldwide, irrevocable perpetual licence to use and incorporate into the SaaS Service any suggestions, enhancement requests or other feedback provided by the Customer or its Authorised Users relating to the SaaS Service without restriction.
- 11.3 The Customer hereby grants to Civica a non-exclusive, non-transferrable (except as part of a permitted assignment of this Contract), royalty free licence to copy, modify, and use the Customer Data as reasonably appropriate for the purposes of this Contract provided that any action to copy, modify or use the Customer Data shall not be permitted where it is prohibited by GDPR or other applicable law.
- 11.4 Civica shall defend or, at its option, settle any claim brought against Customer that its authorised use of the SaaS Service, excluding third party software and open source software, in the UK and in accordance with this Contract infringes any Intellectual Property Rights of any third party and shall pay any damages finally awarded against Customer in respect of such claim and any reasonable costs and expenses incurred by Customer provided that:
- 11.4.1 Customer notifies Civica of any claim as soon as is reasonably practicable;
- 11.4.2 Customer provides all information and assistance as Civica reasonably requires at Civica's cost, and Customer does not prejudice the defence of such claim;
- 11.4.3 Civica is given immediate and complete control of such claim; and
- 11.4.4 the claim does not arise from any unauthorised use or alteration to the SaaS Service or Customer's use of the SaaS Service after notice of alleged infringement is known.
- 11.5 In the event that a claim as contemplated by clause 11.4 is made or in Civica's opinion is likely to be made, the party with the knowledge of the claim (or likely claim) must notify the other party as soon as is reasonably practicable and Civica, may at its option:
- 11.5.1 obtain the right for Customer to continue to use the SaaS Service;
- 11.5.2 change or replace all or any part of the SaaS Service; or
- 11.5.3 terminate this Contract immediately on written notice.
- 11.6 Except to the extent that any liability of the Customer is met through the operation of Clause 11.4, Civica will, on written demand, fully indemnify the Customer for all losses which it may incur at any time from any claim of infringement or alleged infringement of any third party IPRs

because of the:

- (i) Rights granted to the Customer under this Contract;
 - (ii) Civica's performance of the Services; or
 - (iii) Use by the Customer of the Services.
-].

12. Security and Standards

- 12.1 The SaaS Service is hosted at IBM Cloud facilities (or such other platform as may be notified by Civica from time to time) and details of the security available at those facilities are available here: <https://www.ibm.com/it-infrastructure/solutions/cloud>
- 12.2 Civica maintains appropriate technical and organisational measures to ensure a level of security appropriate to the risk of providing the SaaS Service.
- 12.3 Civica's processes and procedures are aligned with the following international standards: ISO/IEC 27001 Information Security Management.

13. Confidentiality

- 13.1 Both parties shall keep the other party's Confidential Information confidential and unless it has the prior written consent of the other shall not:
 - 13.1.1 use or exploit the Confidential Information in any way except for carrying out its obligations under this Contract;
 - 13.1.2 disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Contract;
 - 13.1.3 copy, reduce to writing or otherwise record the Confidential Information except as necessary for this Contract; and
 - 13.1.4 use, reproduce, transform, or store the Confidential Information in an externally accessible computer system or transmit it in any form or by any means whatsoever outside of its usual places of business.
- 13.2 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 13.2 it takes into account the reasonable requests of the other party in relation to the content of this disclosure.
- 13.3 The terms of clause 13.1 shall not apply to any Confidential Information which:
 - 13.3.1 is or comes into public knowledge, other than through a breach of this Contract by the Recipient;
 - 13.3.2 can be shown by the Recipient to the reasonable satisfaction of the Discloser to have been known by the Recipient and to be at its free disposal before disclosure by the Discloser;
 - 13.3.3 came lawfully into the possession of the Recipient from a third party who is free to make a non-confidential disclosure of the same, without any obligation of confidentiality being imposed upon the Recipient in respect thereof by such third party.
- 13.4 Civica may, with the prior written consent of the Customer, publicise the fact that it has been engaged by the Customer to provide the SaaS Service, and is licensed to copy and reproduce any names or logos of the Customer for this purpose on its website and in any

promotional materials, proposals and tenders. No press release will be issued without the Customer's prior consent.

14. Term and Termination

14.1 This Contract shall, unless otherwise terminated as provided in this clause 14, commence on the Start Date and shall continue for the Initial Subscription Term and, thereafter, this Contract shall be automatically renewed for one period of 12 months (Renewal Period), unless:

14.1.1 either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Subscription Term, in which case this Contract shall terminate upon the expiry of the applicable Initial Subscription Term; or

14.1.2 in accordance with clause 14.2;

and the Initial Subscription Term together with any subsequent Renewal Period shall constitute the Subscription Term.

14.2 Either party may, without prejudice to any other remedies it may have, terminate this Contract forthwith at any time by giving notice in writing to the other party:

14.2.1 if the other party commits any material breach of this Contract provided that if the breach is remediable then the notice of termination shall not be effective unless the party in breach fails within thirty (30) days of the date of such notice to remedy the breach complained of

14.2.2 if one party suffers for a period of 30 consecutive days or more a force majeure event described in clause 19.9; or

14.2.3 if the other party ceases to carry on business or a substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due or other similar event.

14.3 If the Customer fails to pay any payment which is payable under this Contract by the due date and Civica serves notice of this fact on the Customer, and the Customer fails to pay same within a further 14 days after such notice, then Civica shall be entitled to terminate this Contract by further notice given at any time after the expiry of such 14 day period.

14.4 On expiry or termination of this Contract, Civica shall cease to be obliged to provide the SaaS Service under this Contract.

14.5 On expiry or termination of this Contract the right to use the SaaS Service including the Software and Documentation granted under this Contract shall cease and the Customer shall not use the SaaS Service.

14.6 On termination each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party.

14.7 If any periodic supply is terminated before the end of any applicable Initial Subscription Term or Renewal Period, for any reason, other than a valid termination of this Contract by the Customer under clause 14.2, then the Customer shall pay to Civica:

14.7.1 the charges already invoiced in respect of such periodic supply:

14.7.2 an amount equal to 95% of the periodic charges which would have been payable had

such periodic supply continued up to the end of the applicable Initial Subscription Term or Renewal Period within 30 days of written demand.

- 14.8 On termination of the SaaS Service, for any reason other than a valid termination of this Contract by Civica under clause 14.2, Civica will, if requested before or within 7 days after such termination, for an additional charge, provide services to assist the Customer to migrate to a replacement, service including assisting in the transfer of any Customer Data held by Civica.
- 14.9 If termination assistance is not requested under clause 14.8 then Civica may destroy or otherwise dispose of any of the Customer Data in its possession unless clause 14.10 applies.
- 14.10 After termination or expiration of this Contract, upon Customer's written request, Civica will provide any Customer data in its control to Customer in Civica's standard database export format at no additional charge. Customer must submit such request to Civica within 30 days after termination or expiration of this Contract. Civica is not obligated to maintain or provide any Customer data after such 30 day period and will, unless legally prohibited, delete all Customer data in its systems or otherwise in its possession or under its control.
- 14.11 Termination of this Contract shall not affect any accrued liabilities, rights, obligations or liability of the parties as at the date of termination, or arising as a result of termination or of circumstances giving any right to terminate.
- 14.12 The accrued rights and remedies of the parties as at termination shall not be affected by clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. Limitation of Liability

- 15.1 Neither party excludes or limits liability to the other party for:
 - 15.1.1 death or personal injury arising from its negligence; or
 - 15.1.2 any breach of any obligations implied by section 12 of the Sale of Goods Act 1979; or
 - 15.1.3 fraud or fraudulent misrepresentation; or
 - 15.1.4 to the extent such limitation or exclusion is unlawful.
- 15.2 Subject to Clause 15.1, each party's total liability to the other in respect of any defaults, under or in connection with, this Contract (whether expressed as an indemnity or otherwise) shall be limited to £1,000,000 or 125% of the Charges payable by the Customer to Civica during the 12 months preceding the date on which the claim arose, whichever is the greater. For the purposes of Clause 15.2 defaults include but are not limited to:
 - 15.2.1 Property for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Customer data) or the other party;
 - 15.2.2 Customer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Customer Data caused by Civica's default;
 - 15.2.3 Other defaults: for all other defaults, claims, losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise.
- 15.3 Notwithstanding anything to the contrary in this Contract, but subject to clause 15.1 neither Civica nor Customer shall be liable to the other for any of the following (whether or not the party being claimed against was advised of, or knew of, the possibility of such losses) whether arising from negligence, breach of contract or otherwise:

- 15.3.1 loss of profits, loss of business, loss of revenue, loss of contract, loss of goodwill, loss of anticipated earnings or savings (whether any of the foregoing are direct, indirect or consequential loss or damage); or
- 15.3.2 subject to Clause 15.3A, loss of use or value of any data or equipment including software, wasted management, operation or other time (whether any of the foregoing are direct, indirect or consequential); or
- 15.3.3 any indirect, special or consequential loss or damage; or
- 15.3.4 the poor performance, or lack of connectivity, or lack of availability of the Internet or telecommunications or hardware; or
- 15.3.5 subject to Clause 15.3A, loss or damage to the other party's or any third party's data or records;

however arising.

15.3 A Where there is any loss of Customer Data caused by a failure or corruption of Civica's hosted system, including the Software, then Civica shall restore the Customer's Data to the last available back-up, in line with the Recovery Point Objective. Civica's Recovery Point Objective shall be 24 hours.

- 15.4 Except as expressly provided otherwise by these terms and conditions or as otherwise expressly agreed in writing between the parties, all other representations, conditions, warranties and other terms are excluded (including any statutory implied terms as to satisfactory quality, fitness for purpose and conformance with description) save to the extent that the same are not capable of exclusion at law.

16. Corruption

- 16.1 Civica shall not:

- 16.1.1 offer, give or agree to give to any person working for or engaged by Customer any fee, gift, reward or other consideration of any kind, which could act as an inducement or a reward for any act or failure to act connected to this Contract, or any other agreement between Civica and Customer including its award to Civica and any of the rights and obligations contained within it; nor
- 16.1.2 offer, give or agree to give any fee, gift, reward or other consideration to any person the receipt of which is an offence under Sub-section (3) of Section 117 of the Local Government Act 1972; nor
- 16.1.3 enter into this Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by Customer by or for Civica, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to Customer before signing this Contract.

- 16.2 If Civica (including any Civica employee or agent, in all cases whether or not acting with Civica's knowledge) breaches:

- 16.2.1 clause 16.1; or

- 16.2.2 the Bribery Act 2010 in relation to this Contract or any other contract with Customer;

Customer may terminate this Contract by written notice with immediate effect and to recover from Civica the amount of any loss resulting from such cancellation.

- 16.3 Any termination under clause 16.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Customer.

17. Statutory and Other Regulations

- 17.1 Civica shall in all matters arising in the performance of the Contract conform with all Acts of Parliament and with all orders, regulations, and byelaws made with statutory authority by Government Departments or by local or other authorities that shall be applicable to this Contract. Civica shall not in the performance of this Contract in any manner endanger the safety, unlawfully interfere with or cause the inconvenience of the public. The cost to Civica of meeting the requirements of this clause shall be included in the Charges except as provided under clause 17.2.
- 17.2 If the cost to Civica of the performance of the Contract shall be increased or reduced by reason of the making after the date of this Contract of any law or any order, regulation or bye-law having the force of law that shall be applicable to this Contract (other than any tax upon profits or revenue), the amount of such increase or reduction shall be added to or deducted from the Charges shown in Schedule 1 subject to the provision of evidence to the Customer of any necessary increase arising as a direct result of the legal change.

18. Insurance

- 18.1 Civica will maintain the following insurances required by the Customer alongside any other insurance required in this clause:
- 18.1.1 Professional indemnity insurance cover to be held by Civica and by any agent subcontractor or consultant involved in the supply of the Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Customer requires (and as required by law);
- 18.1.2 employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by law, and each insurance shall have a minimum insurance period of 6 years following the end or termination of this Contract.
- 18.2 Civica will ensure that:
- 18.2.1 during the Contract Term, subcontractors hold third-party public and products liability insurance of the same amounts that Civica would be legally liable to pay as damages, including that claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000;
- 18.2.2 the third-party public and products liability insurance contains an "indemnity to principals" clause for the Customer's benefit;
- 18.2.3 all agents and professional consultant involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Contract, and for 6 years after the end of the termination of this Contract.
- 18.2.4 all agents and professional consultants involved in the Services hold employers' liability insurance (except where except under law) to a minimum indemnity of £5,000,000 for each individual claim during the Contract, and for 6 years after the end or termination of this Contract.
- 18.3 At the reasonable request of the Customer; Civica will provide the following to show compliance with this clause, a broker's verification of insurance.
- 18.4 Insurance will not relieve Civica of any liabilities under this Contract and Civica will:

18.4.1 take all risk control measures using good industry practice, including the investigation and reports of claims to insurers;

18.4.2 promptly notify the insurers in writing of any relevant material fact under any insurances;

18.4.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance.

18.5 Civica will not do or omit to do anything, which would destroy or impair the legal validity of the insurance and will notify the Customer as soon as possible if any insurance policies have been, or are due to be cancelled, suspended, ended or not renewed.

18.6 Civica will be liable for the payment of any: (i) premiums, which it will pay promptly; (ii) excess or deductibles and will not be entitled to recover this from the Customer.

19. General

19.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business. In the case of Civica notices, they shall be addressed for the attention of the Group Commercial Director with a copy to waterlooreception@civica.co.uk.

19.1.1 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post at 9.00am on the third day after posting, or if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed.

19.1.2 Any notice sent by electronic mail shall be deemed received upon delivery by electronic mail with confirmation from the server transmission was completed.

19.2 This Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

19.3 No variation of this Contract, including any additional terms and conditions, shall be binding unless it is in writing and signed by each of the parties (or their duly authorised representatives).

19.4 No failure or delay in exercising any remedy or right under this Contract will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any remedy or right under this Contract or otherwise.

19.5 Neither party may assign the benefit of this Contract nor any interest except with the prior written consent of the other (such consent not to be unreasonably withheld), save that Civica may assign this Contract at any time to any member of the Civica group of companies.

19.6 The provisions of this Contract shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. However, if the severed provision is essential and material to the rights or

benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects their intent in entering into this Contract.

- 19.7 The Contracts (Rights of Third Parties) Act 1999 is excluded, by the agreement of all the parties to this Contract, from applying to this Contract to the maximum extent permitted by law. No term of this Contract is enforceable by any person who is not a party to it, whether in accordance with such Act or otherwise. This clause shall prevail in the event of any conflict between it and anything else in this Contract.
- 19.8 Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 19.9 Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of this Contract, excluding Customer's obligation to pay the Charges, if it is due to a force majeure event: any event beyond the reasonable control of a party to this Contract including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies. The party subject to such event shall, as soon as practicable, give notice of the event to the other party, such notice to include a reasonable forecast of the duration of the force majeure event. If such delay or failure continues for at least 30 days, either party shall be entitled to terminate this Contract in accordance with clause 14.2.2.
- 19.10 Until six months after termination of this Contract, neither party will solicit the employment nor services of any senior personnel of the other party who has been engaged in connection with this Contract; solicitation in this context shall not include any personnel responding to open advertisements published. Liquidated damages for breach of this provision will be equal to the gross salary or fees of that person for the first six months of his/her new employment or contract. The parties agree that such sum is a genuine pre-estimate of the costs which the party previously employing or contracting with the individual will incur in finding and training a replacement for that person.
- 19.11 All disputes arising out of or under this Contract that are not resolved by the Customer's contract manager and the Civica Account Manager shall be escalated internally by both parties for resolution. Second level escalation is to the Customer's contract manager's manager and for Civica the Service Delivery Manager. Then the third level is to that manager's manager, which for Civica is the Divisional Managing Director. If the parties fail to settle the dispute within 30 days of the third level escalation, or such longer period as the parties may agree, the dispute may be referred to the English courts.
- 19.12 Subject to clause 19.11 this Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

Schedule 1 – Charges

1 Software

 Civica Trac Recruitment Software, as detailed in Schedule 52 Set Up Costs

Not applicable

1 Subscription Fees

1.1 License Fee permits NHS BSA to have up to **4366** employees.

1.2 The Subscription Fees:

Licence Fee	Monthly Charge
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

3 Start Date: 1st January 2024.

3.1 Initial Subscription Term: [REDACTED]

3.2 [REDACTED]

4. **Additional User Subscription Fees**

4.1 [REDACTED]

4.2 [REDACTED]

5. [REDACTED]

5.1 [REDACTED]

5.2 [REDACTED]

5.3 [REDACTED]

5.4

6. Additional Services

6.1 This Contract provides for additional services to be provided by Civica, where such services are provided these will be at Civica's then current daily rates (pro-rated as applicable).

6.2 Additional Services will be invoiced upon delivery thereon.

6.3 Where the Customer is migrating to the SaaS Service under this Contract as a replacement for another Civica system, the Customer will still be liable for payment of the previous system until access to the previous system has ended. The Customer will be required to give at least 1 month notice of their intention to end access to a previous system, and such notification will be subject to Civica's approval, with such approval being at Civica's sole discretion. If Civica gives approval in accordance with this clause 6.3, Civica will charge the Customer for access to the previous system up until the point access has ended, unless Civica and the Customer mutually agree revised charges.

6.4

6.5

6.6

7. Authorised Third Parties

7.1 NHS England, The Health Service Safety Investigations Body, Health & Research Authority, Counter Fraud Authority.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.1

[REDACTED]

2.2

[REDACTED]

2.3

[REDACTED]

[REDACTED]

[REDACTED]

3.2

[REDACTED]

3.3

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 3 – Data Processing

1 Processing by Civica

The Data Controller will perform the processing tasks of collecting, recording, using, analysing, combining, disclosing and/or deleting.

Civica, as the Data Processor, is responsible only for the hosting/storage, integrity and availability of information. Civica may only access the data with the prior consent of the Customer in order to troubleshoot an issue or make a pre-agreed modification.

Access Control is in place to ensure only authorised individuals from Civica have access to the information. This access is only granted where a justifiable reason exists, and such access requests are monitored and audited.

Civica as Processor shall:

- Ensure that its staff who Process the Contract Personal data have and all the necessary training regarding the handling and security of Contract personal data and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- Implement and maintain suitable and appropriate technical and organisational measures and control stop prevent unauthorised or unlawful processing of Personal Data and accidental loss, destruction, damage, theft, use or disclosure of such Personal data, and shall protect against any security threats to the Personal Data and detect and prevent unauthorised processing or access to the Personal Data including by:
 - complying with its information security standards as detailed in Clause 12;
 - installing and maintaining all necessary software updates and giving notice to the Customer of such updates which affect the Services;
 - in assessing the appropriate level of security, taking into account the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed; and
 - taking such steps to ensure that any person acting under the authority of Civica who has access to the Personal Data does not Process such Personal Data except in respect of the Services, unless he or she is required to do so by law.

2 Types of personal data

Information relating to Data Subjects is entered entirely at the discretion of the Data Controller. The Software caters for a variety of data types to be stored, but only mandates that an individual's forename and surname is stored.

Typical types of personal data include, but is not restricted to:

- Forename
- Surname
- Date of Birth
- National Insurance Number
- Gender
- Contact Details (Address, Email, Phone)

- Employment Information
- Emergency Contact Information
- Special category data:
 - Race
 - Ethnic Origin
 - Health
 - Disability (Yes/No/Undisclosed)
 - Religion
 - Sexual Orientation

3 Categories of data subject

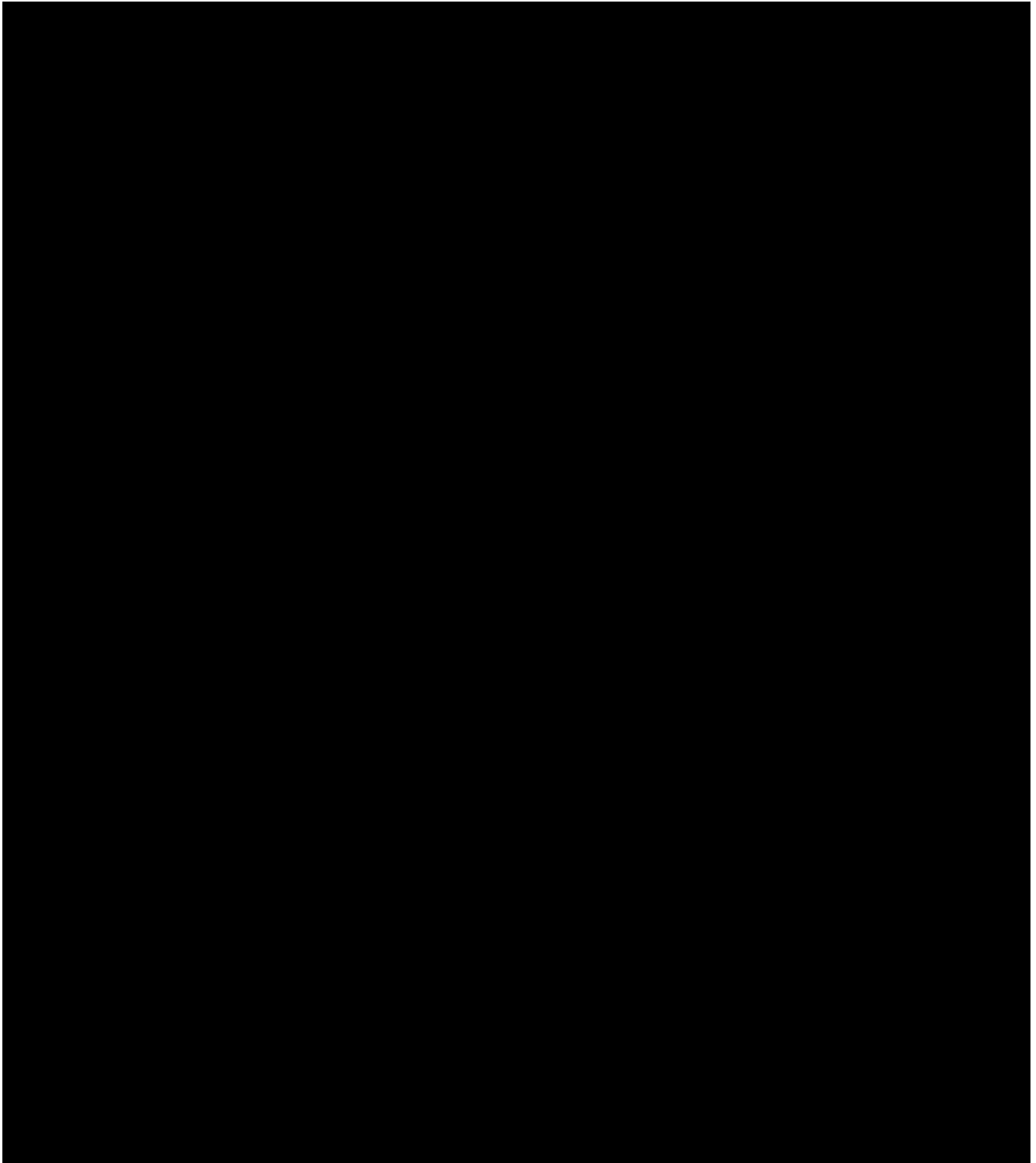
The type of Data Subject will vary by Customer depending on the industry and intended usage of the service, it is therefore at the absolute discretion of the Data Controller.

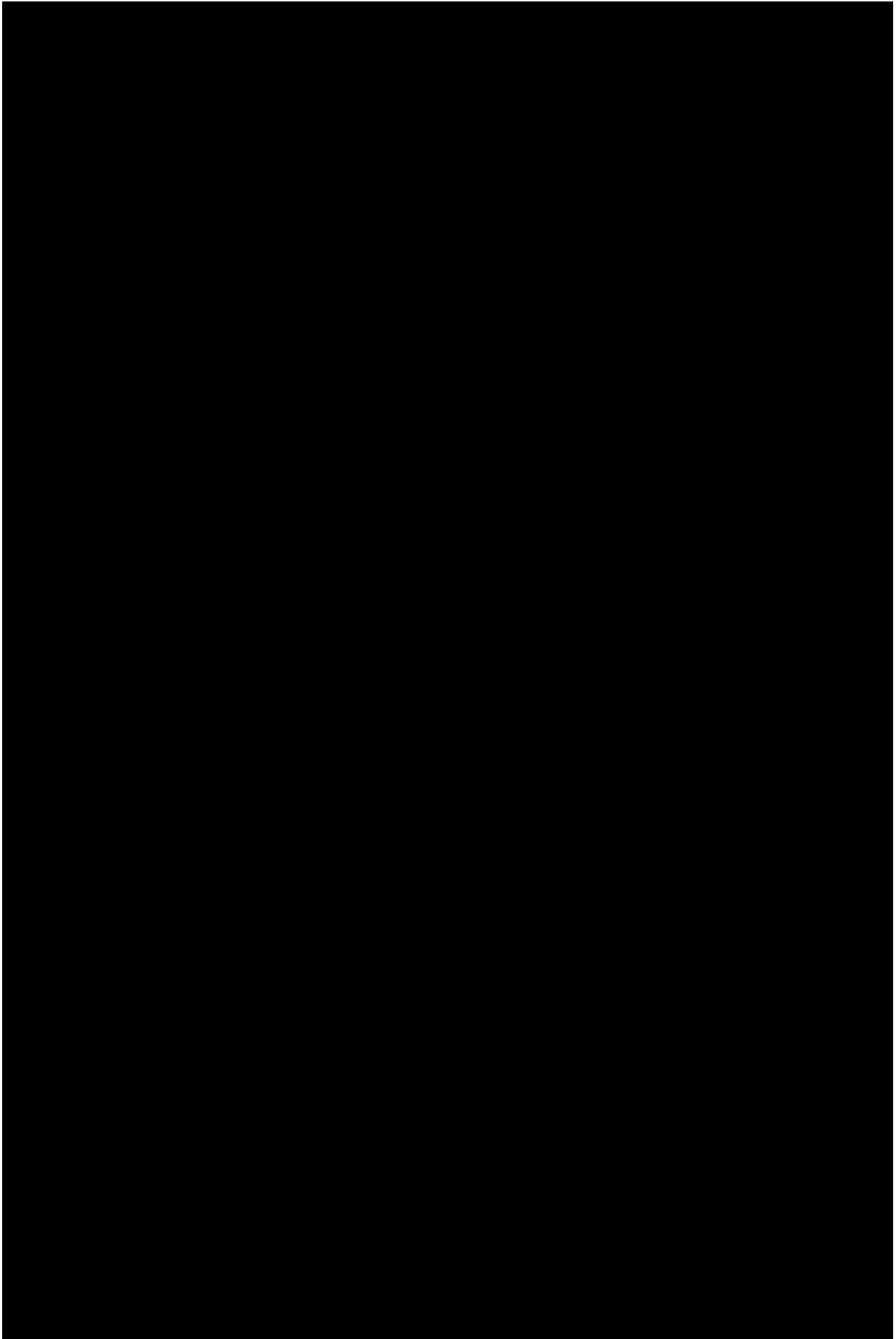
Typical types of Data Subject may include:

- Employee (current and previous)
- Employee's Emergency Contacts
- Applicant
- Members of the public
- Referees

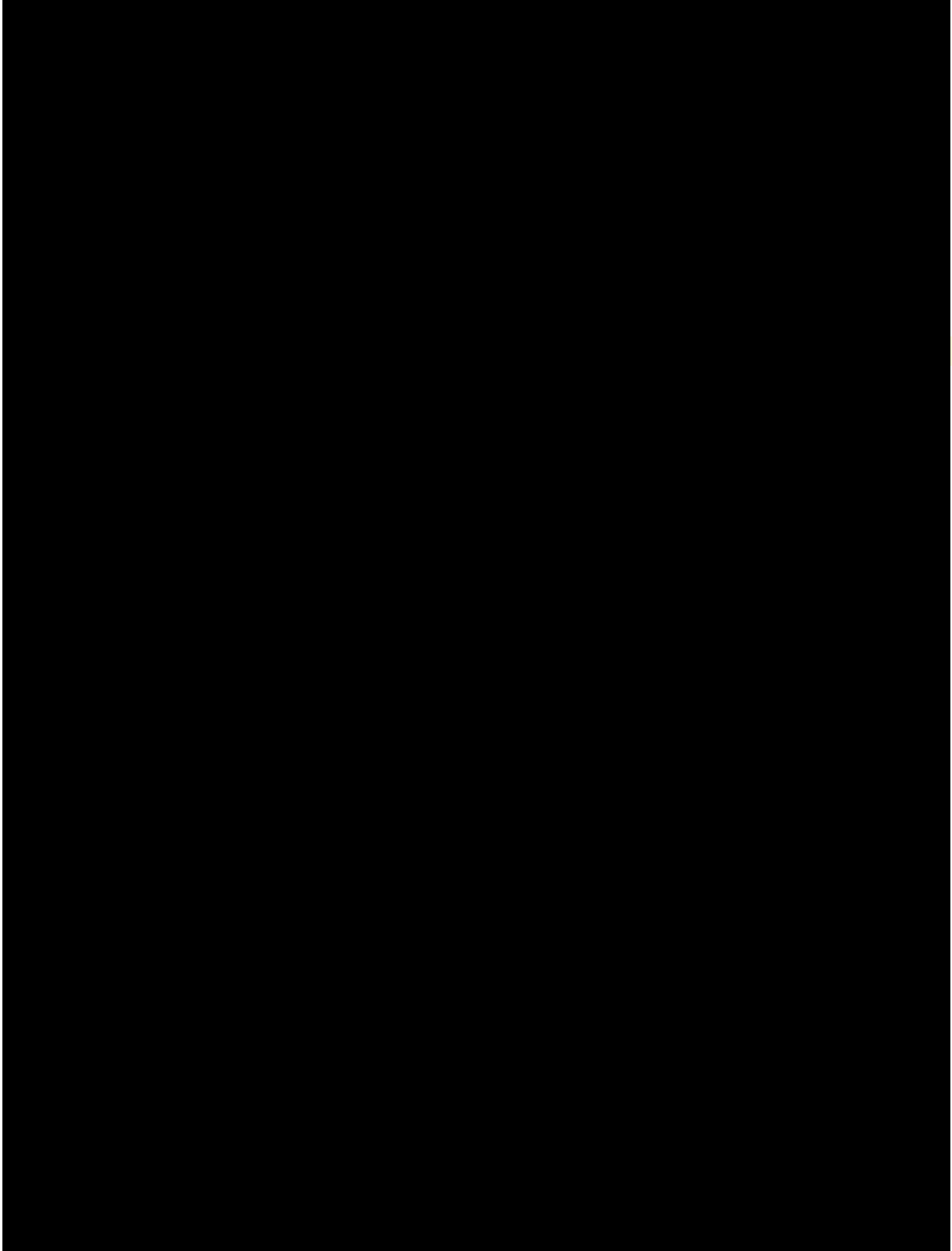
Schedule 4: Exit plan



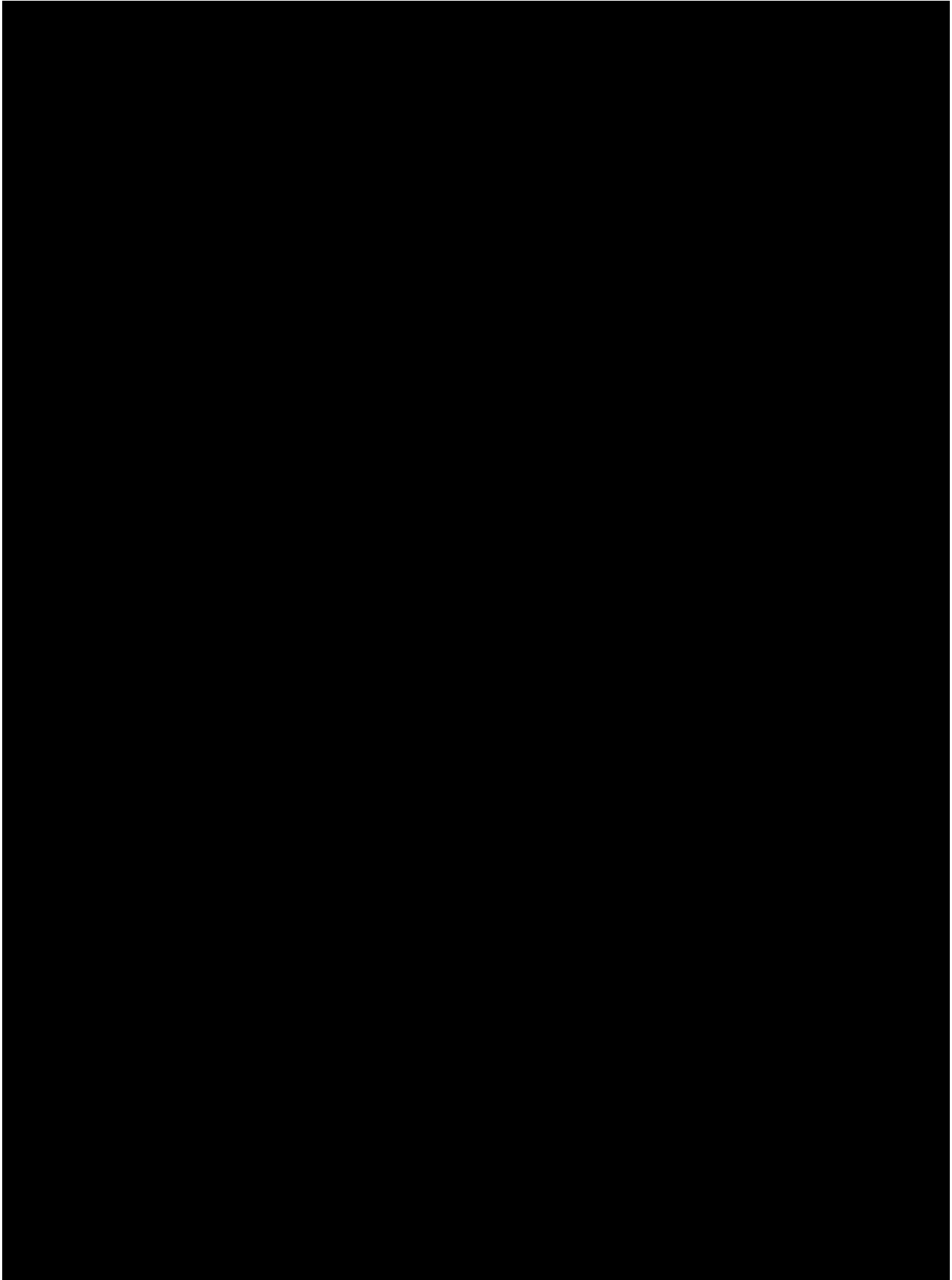


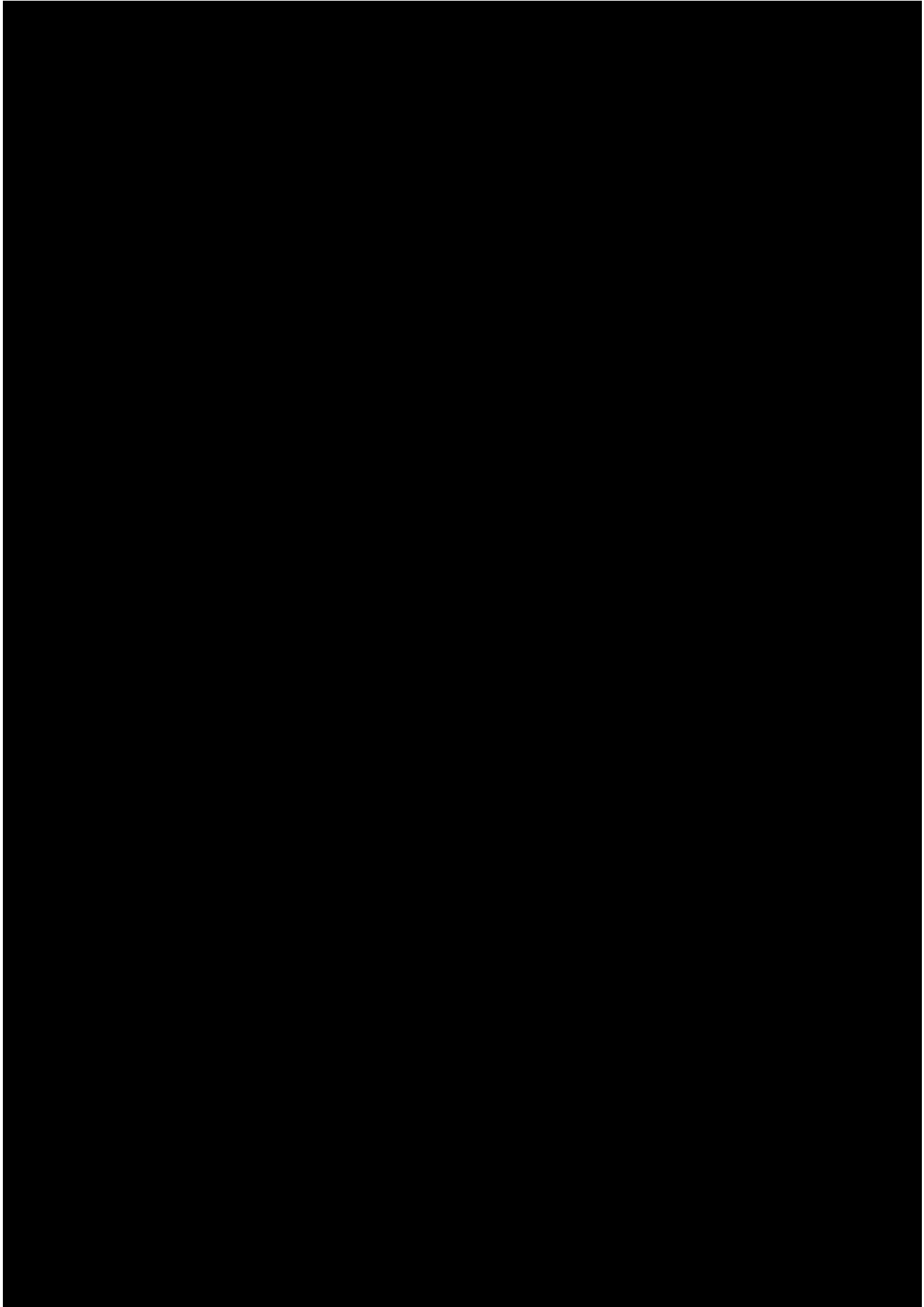


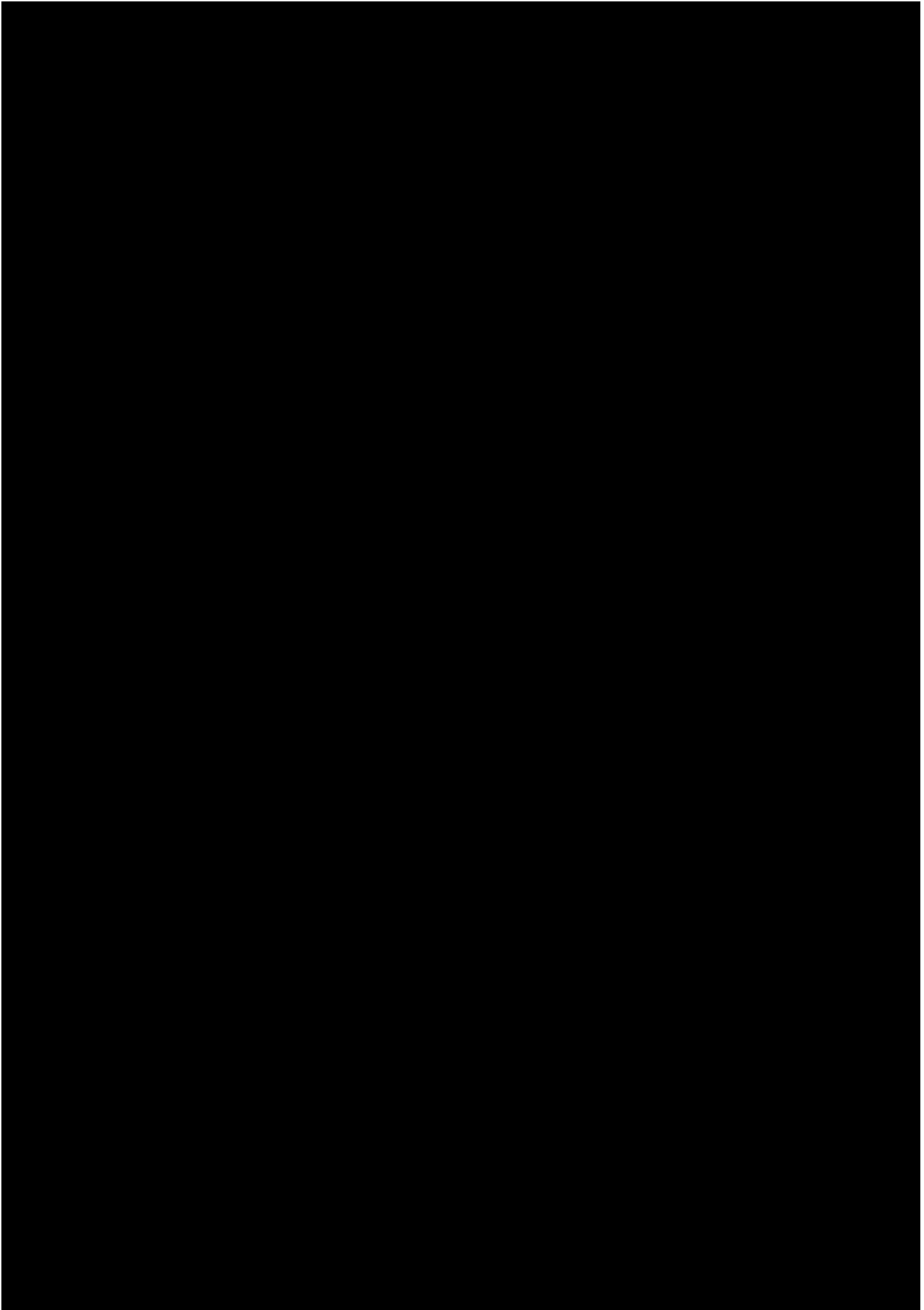
Describe the task

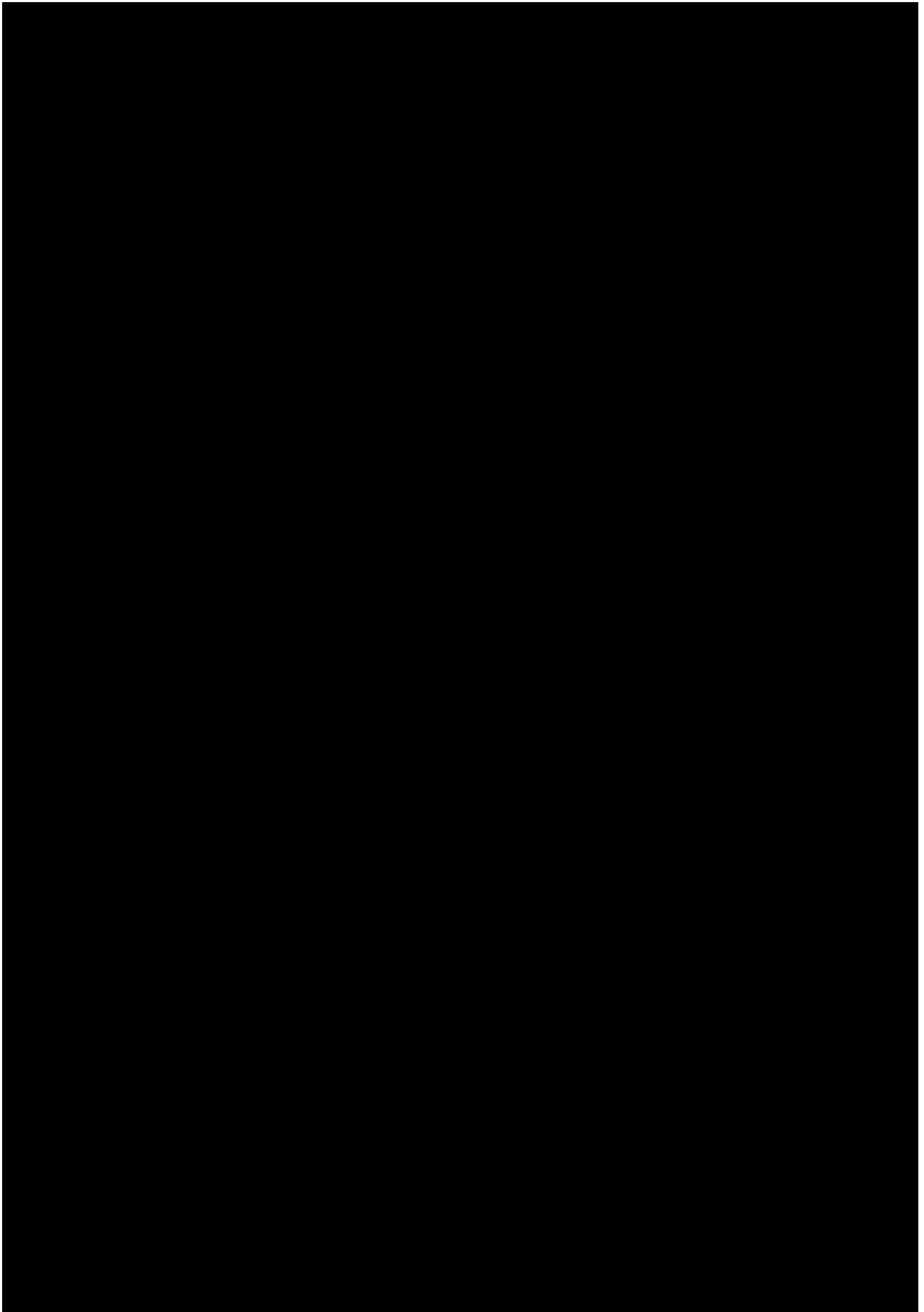


Schedule 5: Service Description









[REDACTED]

[illegible]

[REDACTED]

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

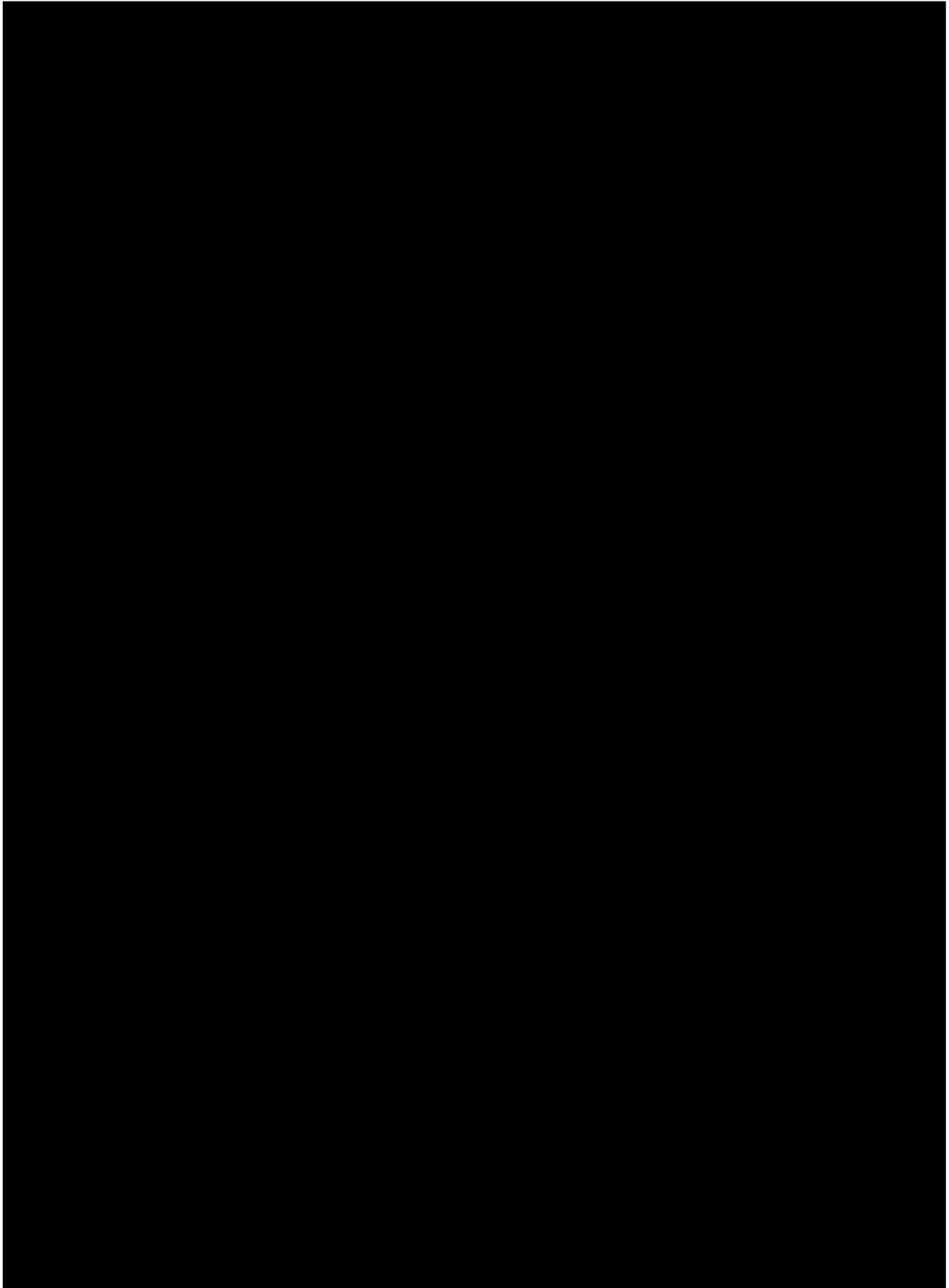
[REDACTED]

[REDACTED]

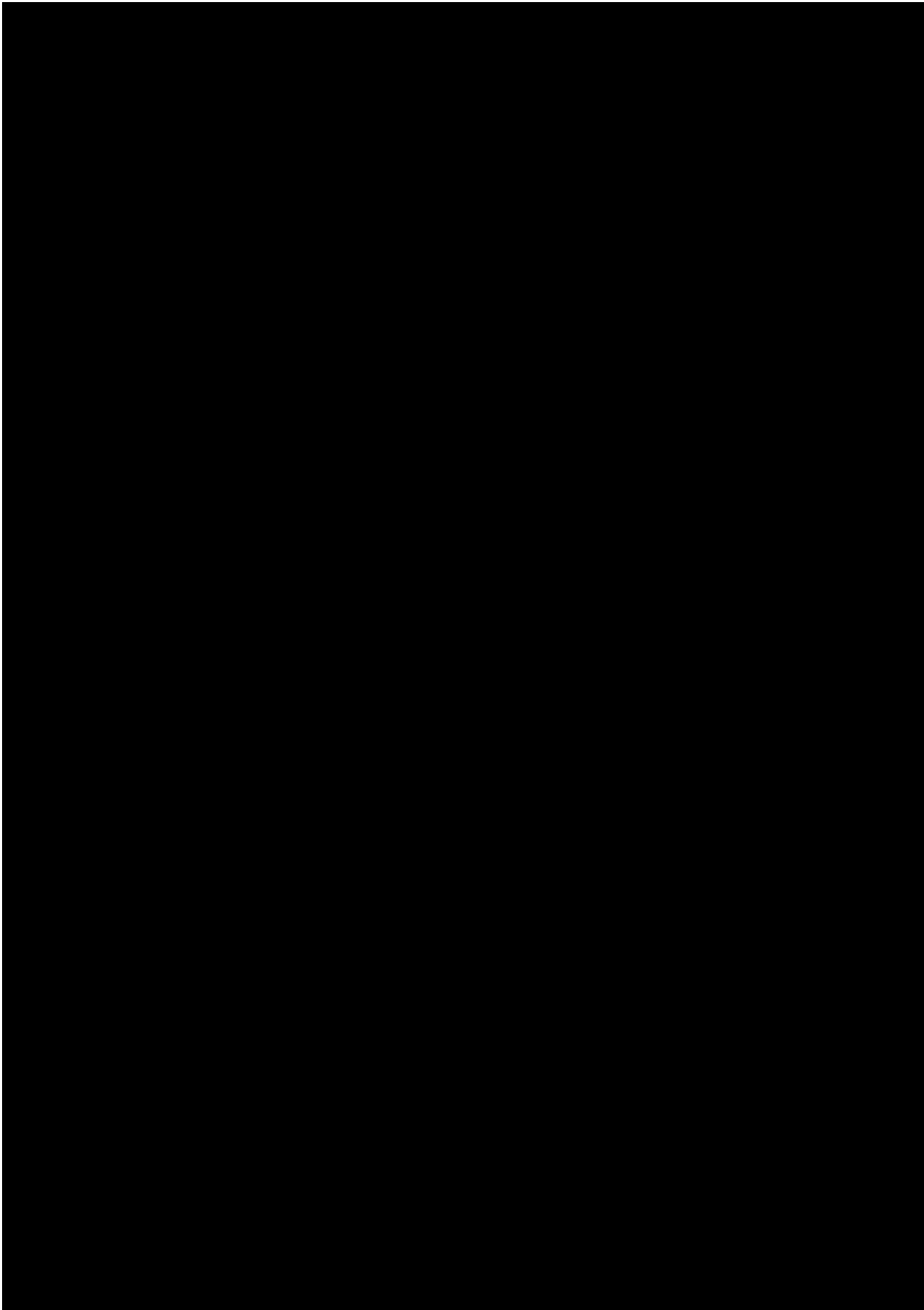
[REDACTED]

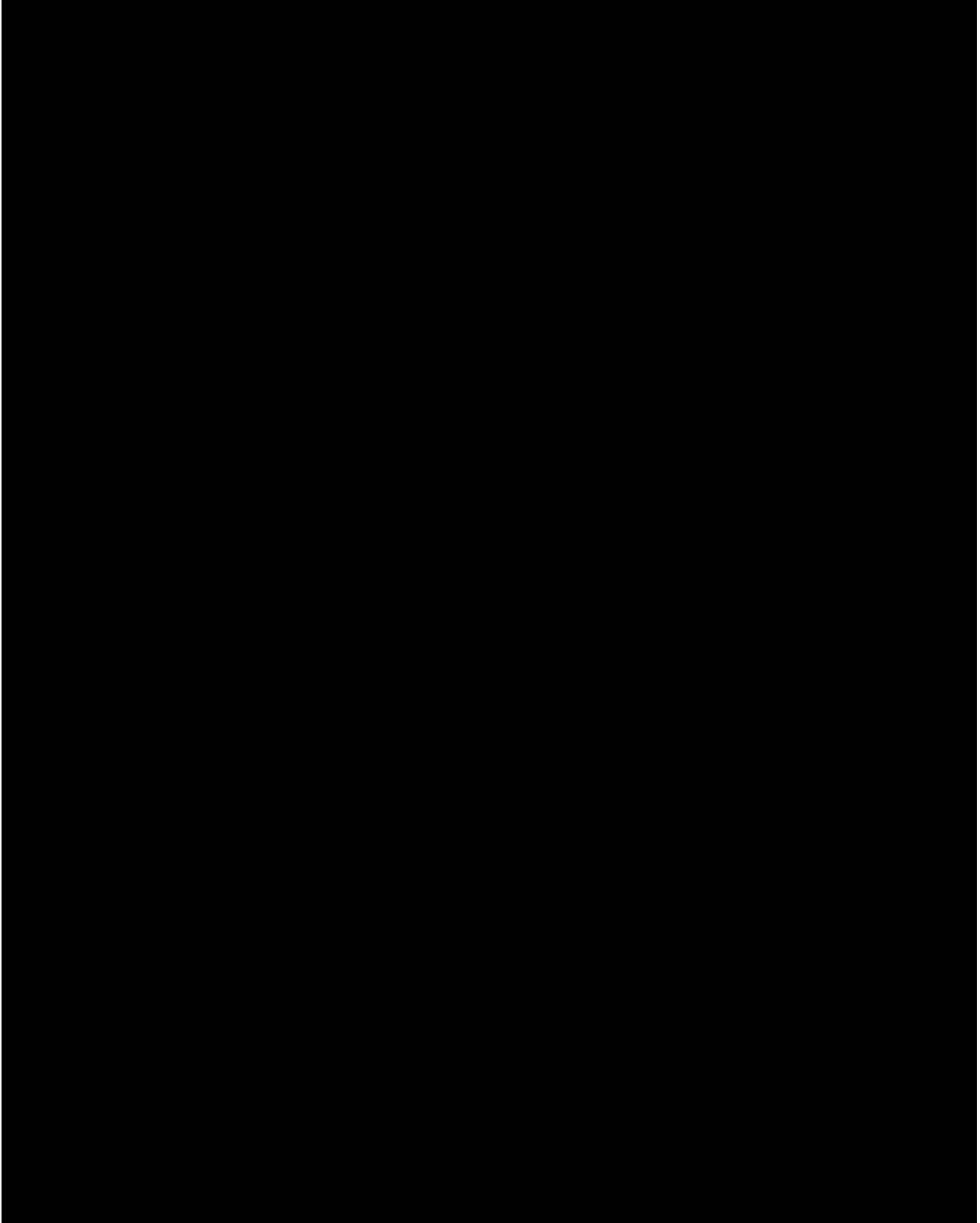
[REDACTED]

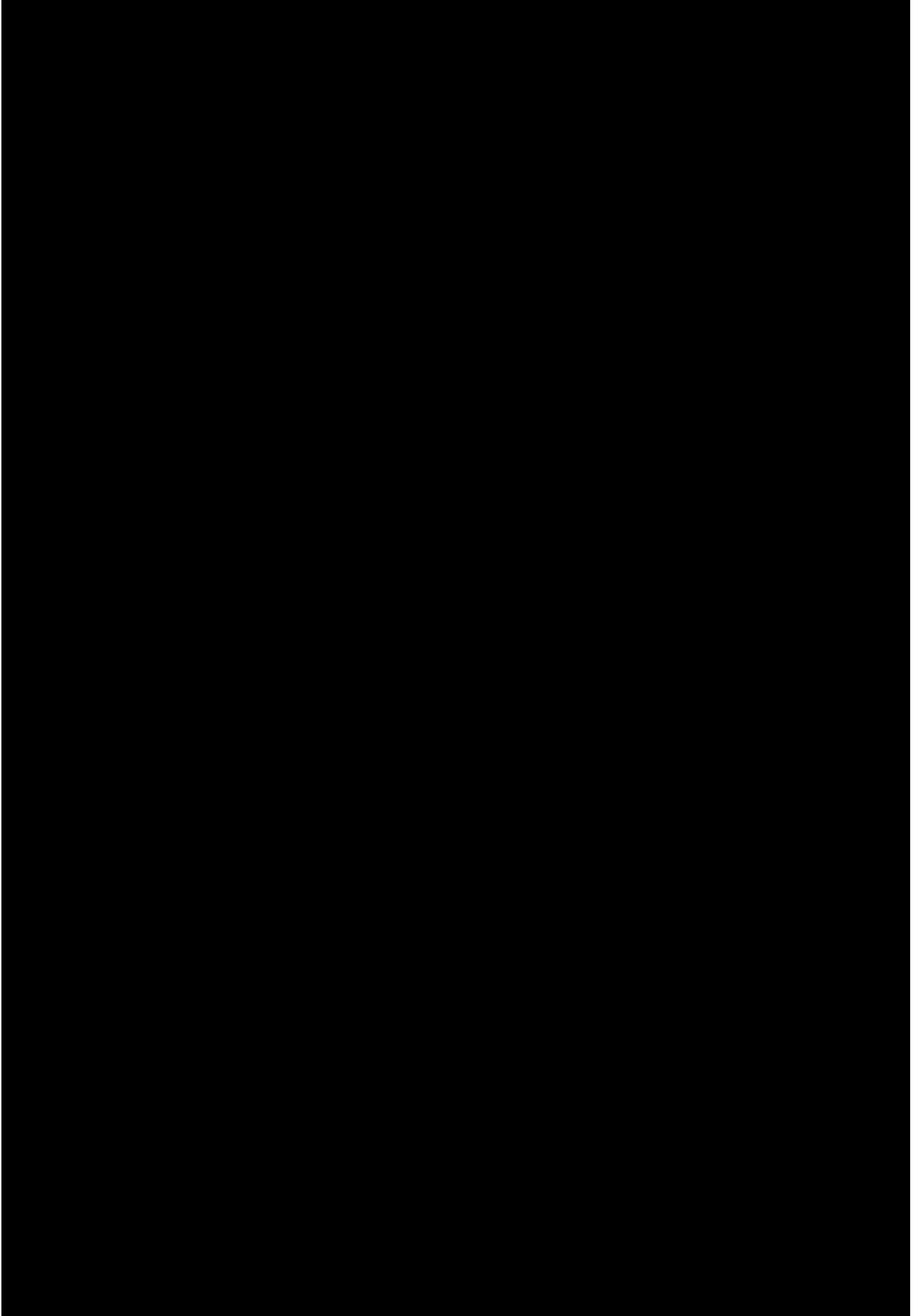
[REDACTED]



[Redacted signature block]







[REDACTED]

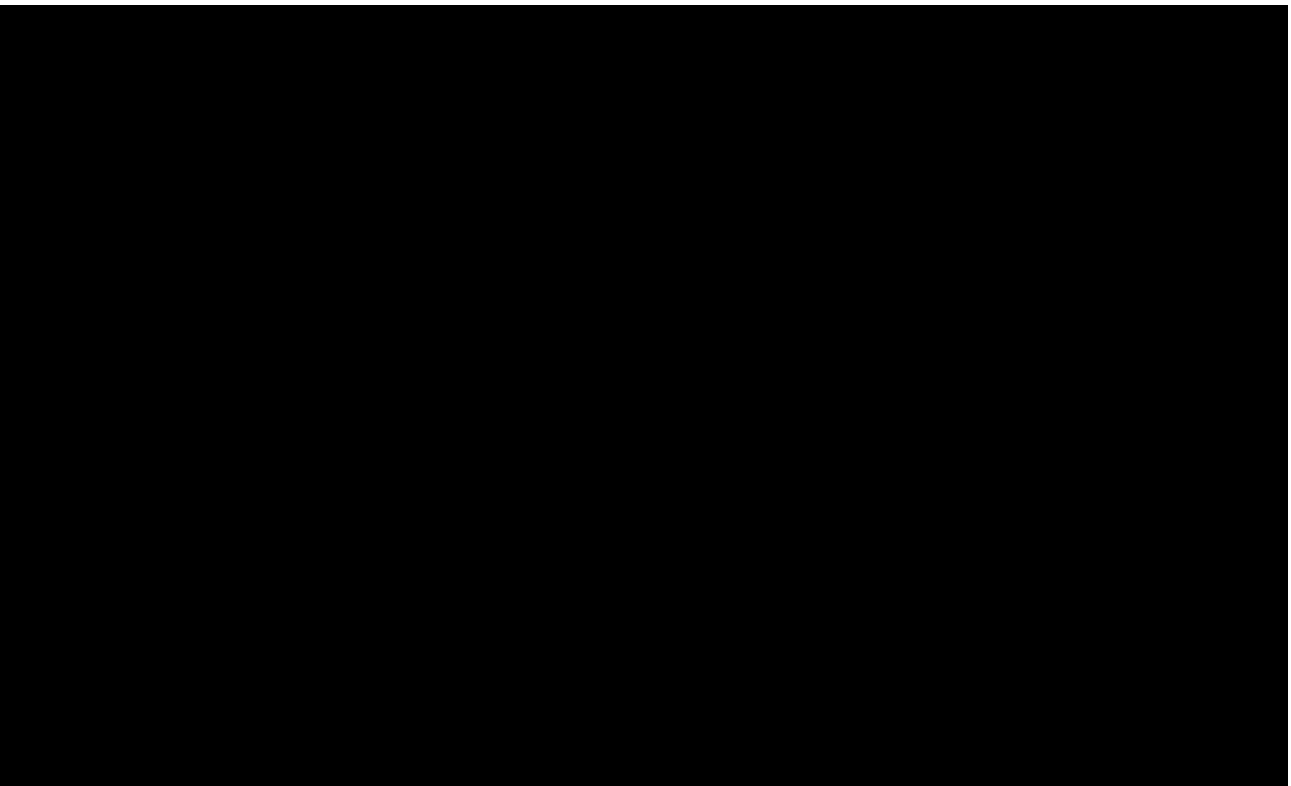
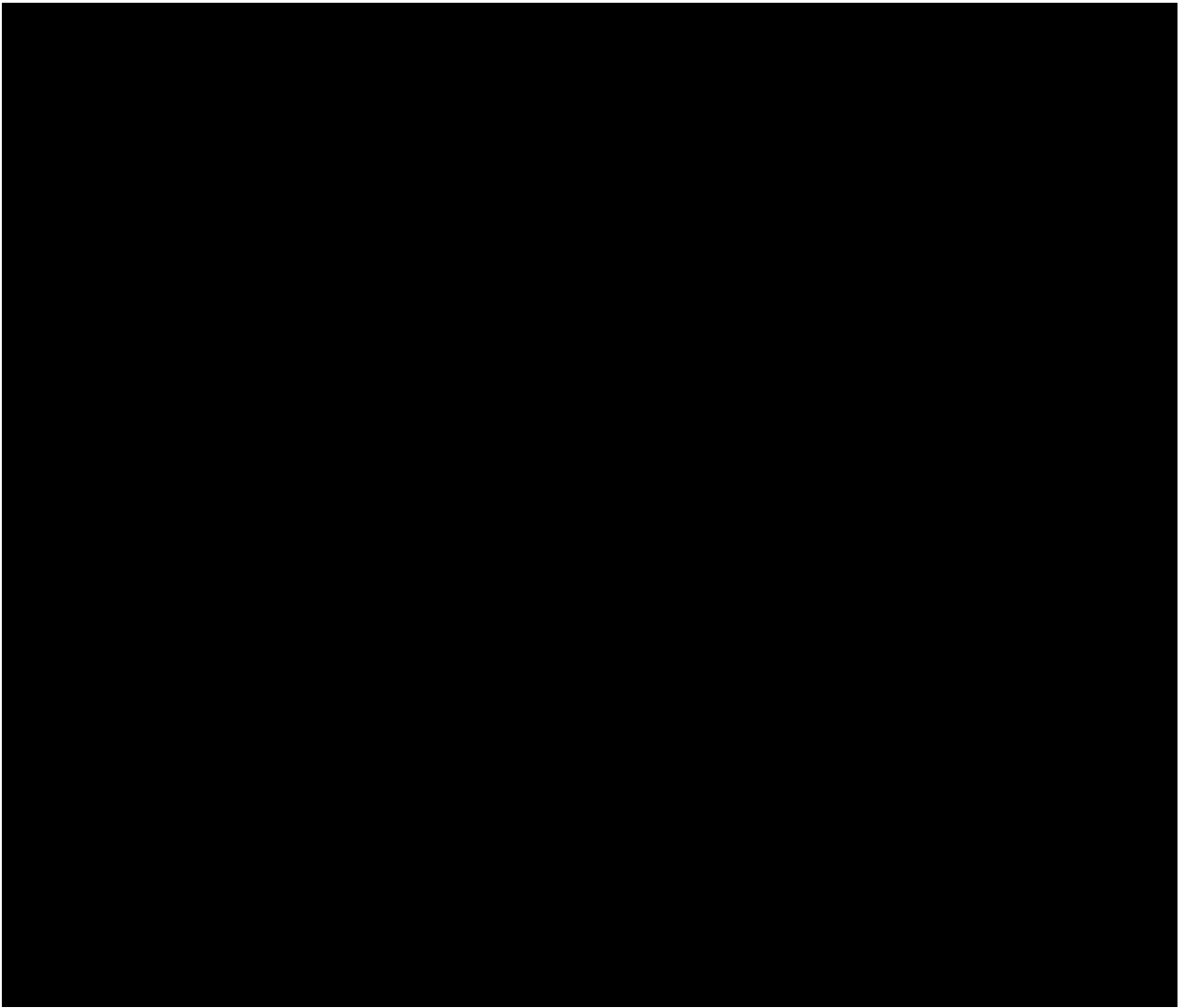
[REDACTED]

[REDACTED]

[REDACTED]

-

-

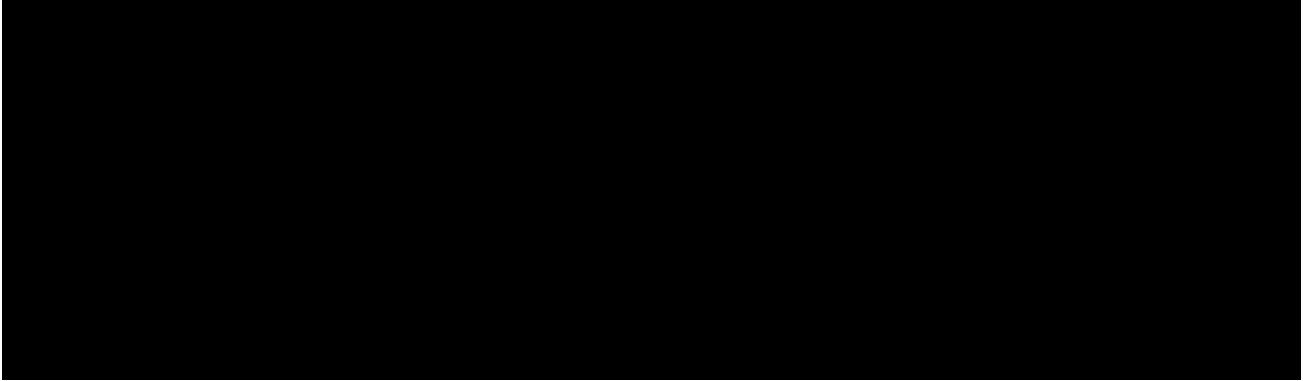


[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



This Civica Workforce Solutions Contract is made when signed by both parties (if on different dates the later of the two dates) or on the Start Date whichever is the sooner.

SIGNED

.....
for and on behalf of **Customer**

.....
for and on behalf of **Civica**



Date Signed: 23.02.2024

Title:

Title:

Date:

Date: