

I. Order Form



1. Contract Reference	W156898 – UKHSA Starlims Annual Maintenance and Support – for up to 5 years									
2. Buyer	The Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency of 10 South Colonnade, Canary Wharf, London, EP14 4PU.									
3. Supplier	STARLIMS UK LIMITED Crossgate House, Cross Street, Sale, England, M33 7FT Registration Number: 03422264									
4. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions (“Conditions”) and Annex.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>									
5. Deliverables	Goods	• None								
	Services	Description: as set out below. Annual Starlims maintenance and Support Plan for up to 5 years:								
		<table border="1"> <thead> <tr> <th>Description</th> <th>Qty</th> <th>Unit Price £</th> <th>TOTAL £</th> </tr> </thead> <tbody> <tr> <td> STARLIMS Maintenance Plan The STARLIMS Standard Annual Maintenance Plan (AMP) provides LICENSEE the right to receive upgrades and updates that are issued by STARLIMS during the applicable twelve-month period. Related professional services and updates to third-party software are not included. The LICENSEE will also receive unlimited telephone, e-mail and web site operational support for up to two named customer point-of-contacts (POC). Phone support hours are from 9:00 am to 5:00 pm local time, Monday through Friday, other than national holidays, and STARLIMS shall respond as defined in the AMP. Support does not include the debugging of any code not provided by STARLIMS, and does not include the configuration or support of network </td> <td>Yr 1</td> <td></td> <td></td> </tr> </tbody> </table>	Description	Qty	Unit Price £	TOTAL £	STARLIMS Maintenance Plan The STARLIMS Standard Annual Maintenance Plan (AMP) provides LICENSEE the right to receive upgrades and updates that are issued by STARLIMS during the applicable twelve-month period. Related professional services and updates to third-party software are not included. The LICENSEE will also receive unlimited telephone, e-mail and web site operational support for up to two named customer point-of-contacts (POC). Phone support hours are from 9:00 am to 5:00 pm local time, Monday through Friday, other than national holidays, and STARLIMS shall respond as defined in the AMP. Support does not include the debugging of any code not provided by STARLIMS, and does not include the configuration or support of network	Yr 1		
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The Short Form Contract

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[Subject to Contract]

		hardware/software or database software. Subsequent license purchases, are charged prorated maintenance from the date of purchase. Support dates : 17.09.24 - 16.09.25			
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		<p>The Services are:</p> <p>To be performed from the Supplier's premises nationwide.</p>			
6. Specification	The specification of the Deliverables is as set out in Row 5 – Deliverables above.				
7. Start Date	17/09/2024				

8. Expiry Date	16/09/2029																								
9. Extension Period	Not applicable																								
10. Buyer Cause	Any Material Breach of the obligations of the Buyer or any other material default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the Buyer's obligations under the Contract and in respect of which the Buyer is liable to the Supplier.																								
11. Optional Intellectual Property Rights ("IPR") Clauses	Not applicable																								
12. Charges	<p>The Charges for the Deliverables shall be as set out below in the pdf attached</p> <table border="1"> <thead> <tr> <th>Qty</th><th>Unit Price £</th><th>TOTAL £</th></tr> </thead> <tbody> <tr> <td>Yr 1</td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </tbody> </table>	Qty	Unit Price £	TOTAL £	Yr 1																				
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	<p>Payment of valid undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to:</p> <p>payables@ukhsa.gov.uk Accounts Payable UK Health Security Agency, Manor Farm Road, Porton Down,</p>																								

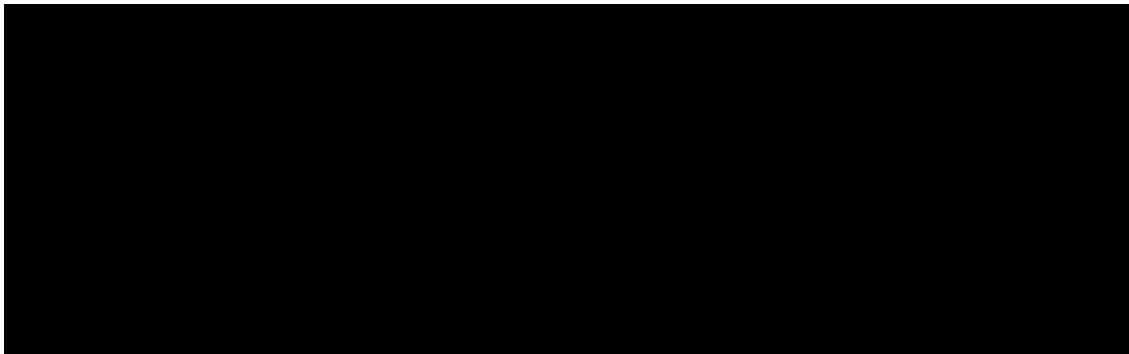
	<p>Salisbury, SP4 0JG UKHSA VAT No: GB888851648</p> <p>Contact number for all invoice related queries: 0303 123 1177. Please select Option 5, and then Option 1</p> <p>Following receipt of your countersigned copy of this short order form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p>				
14. Data Protection Liability Cap	<p>In accordance with clause 12.6 of the Conditions, the Supplier's total aggregate liability under clause 14.7.5 of the Conditions is no more than the Data Protection Liability Cap, being £500,000.</p>				
15. Progress Meetings and Progress Reports	<p>Not applicable</p>				
16. Buyer Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED]</p>				
17. Supplier Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p>				
18. Address for notices	<table border="0"> <tr> <td data-bbox="391 1803 810 1977"> <p>[REDACTED] UK Health Security Agency 10 South Colonnade London E14 4PU Attention: Commercial Manager</p> </td> <td data-bbox="948 1803 1426 1910"> <p>STARLIMS UK LIMITED Crossgate House, Cross Street, Sale, England, M33 7FT</p> </td> </tr> <tr> <td data-bbox="391 2009 911 2049"> <p>Email: [REDACTED]</p> </td> <td data-bbox="948 1986 1310 2085"> <p>Attention: STARLIMS Legal [REDACTED]</p> </td> </tr> </table>	<p>[REDACTED] UK Health Security Agency 10 South Colonnade London E14 4PU Attention: Commercial Manager</p>	<p>STARLIMS UK LIMITED Crossgate House, Cross Street, Sale, England, M33 7FT</p>	<p>Email: [REDACTED]</p>	<p>Attention: STARLIMS Legal [REDACTED]</p>
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19. Key Staff	<table><tr><td>Key Staff Role:</td><td>Key Staff Name</td><td>Contact Details:</td></tr><tr><td colspan="3">Not applicable</td></tr></table>	Key Staff Role:	Key Staff Name	Contact Details:	Not applicable		
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Not applicable							
20. Procedures and Policies	<p>For the purposes of the Contract the Buyer requires the Supplier to ensure that any person employed in the Delivery of the Deliverables has undertaken a disclosure and barring service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p> <p>The Buyer's security requirements can be found using the link to the policy</p> <p>https://www.gov.uk/government/publications/security-policy-framework</p> <p>The Buyer's additional sustainability requirements can be found using the link to the policy</p> <p>Environmental and sustainability policy - GOV.UK (www.gov.uk)</p>						
21. Special Terms	<table><tr><td>Special Term 1 – N/A</td></tr><tr><td></td></tr><tr><td></td></tr></table>	Special Term 1 – N/A					
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22. Incorporated Terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <p>(a) This Order Form</p> <p>(b) Any Special Terms (see row 21 (Special Terms) in this Order Form) NOT USED</p> <p>(c) Conditions (as they may be amended by Annex 5 – Optional IPR Clauses (Optional))</p> <p>(d) The following Annexes in equal order of precedence:</p> <p>i. Annex 1 – Processing Personal Data NOT USED</p> <p>ii. Annex 2 – Specification (Optional)USED</p> <p>iii. Annex 3 - Charges USED</p> <p>iv. Annex 4 – Supplier Tender (Optional)USED</p>						

Signed by an authorised signatory to sign for and on behalf of the Supplier



Signed by an authorised signatory to sign for and on behalf of the Buyer



[Guidance: Where appropriate, this Order Form may be signed electronically by both Parties.]

II. Short form Terms (“Conditions”)

1 DEFINITIONS USED IN THE CONTRACT

1.1 In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

“Affiliates”	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “ Controlled ” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Audit”	<p>the Buyer’s right to:</p> <ul style="list-style-type: none"> (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 34 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) [Intentionally omitted]; identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any relevant books of account and the relevant portions of internal contract management accounts kept by the Supplier in connection with the Contract; (h) carry out the Buyer’s internal and statutory audits and to prepare, examine and/or certify the Buyer’s annual and interim reports and accounts;

	(i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
“Beneficiary”	A Party having (or claiming to have) the benefit of an indemnity under this Contract;
“Buyer Cause”	has the meaning given to it in the Order Form;
“Buyer”	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
“Charges”	the charges for the Deliverables as specified in the Order Form;
“Claim”	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
“Conditions”	means these short form terms and conditions of contract;
“Confidential Information”	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which <ul style="list-style-type: none"> (a) is known by the receiving Party to be confidential; (b) is marked as or stated to be confidential; or (c) ought reasonably to be considered by the receiving Party to be confidential;
“Conflict of Interest”	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
“Contract”	the contract between the Buyer and the Supplier which is created by the Supplier’s counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
“Controller”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Crown Body”	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Data Loss Event”	any event that results in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	<p>(a) the UK GDPR,</p> <p>(b) the DPA 2018;</p> <p>(c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and</p> <p>(d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);</p>
“Data Protection Liability Cap”	has the meaning given to it in row 14 of the Order Form;
“Data Protection Officer”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Data Subject Access Request”	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;
“Data Subject”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Deliver”	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any other specific arrangements agreed in accordance with clause 4.2. “Delivered” and “Delivery” shall be construed accordingly;
“Deliverables”	means the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
“DPA 2018”	the Data Protection Act 2018;
“EU GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
“Existing IPR”	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
“Expiry Date”	the date for expiry of the Contract as set out in the Order Form;

“FOIA”	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
“Force Majeure Event”	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the “Affected Party”) which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>but excluding:</p> <ul style="list-style-type: none"> (a) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; (b) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and (c) any failure of delay caused by a lack of funds, <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
“Good Industry Practice”	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
“Goods”	the goods to be supplied by the Supplier to the Buyer under the Contract;
“Government Data”	<ul style="list-style-type: none"> (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: <ul style="list-style-type: none"> (i) are supplied to the Supplier by or on behalf of the Buyer; or

	<p>(ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Controller;</p>
“Indemnifier”	a Party from whom an indemnity is sought under this Contract;
“Independent Controller”	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
“Information Commissioner”	the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
“Insolvency Event”	<p>in respect of a person:</p> <p>(a) if that person is insolvent;</p> <p>(b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction);</p> <p>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person’s assets or business;</p> <p>(d) if the person makes any composition with its creditors; or</p> <p>(e) takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;</p>
“IP Completion Day”	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
“Joint Controller Agreement”	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Part B Joint Controller Agreement (<i>Optional</i>) of Annex 1 – Processing Personal Data;
“Joint Controllers”	Where two or more Controllers jointly determine the purposes and means of processing;
“Key Staff”	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
“Law”	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any

	regulatory body applicable to the Supplier and its provision of the Goods and Services under this Contract and with which the Supplier is bound to comply;
“Material Breach”	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
“National Insurance”	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
“New IPR Items”	means a deliverable, document, product or other item within which New IPR subsists;
“New IPR”	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
“Open Licence”	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ as updated from time to time and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles as updated from time to time;
“Order Form”	the order form signed by the Buyer and the Supplier printed above these Conditions;
“Party”	the Supplier or the Buyer (as appropriate) and “Parties” shall mean both of them;
“Personal Data Breach”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
“Personal Data”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Prescribed Person”	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;

“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Contract;
“Processor”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Professional Services”	means the consulting, training, implementation, and other professional services provided by the Supplier in accordance the Contract and applicable statement of work (“ SOW ”)
“Protective Measures”	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
“Purchase Order Number” or “PO Number”	the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
“Rectification Plan”	<p>the Supplier’s plan (or revised plan) to rectify its Material Breach which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Material Breach that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Material Breach; and (c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);
“Regulations”	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
“Request For Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “ request ” shall apply);

“Services”	the Professional Services or Support Services to be supplied by the Supplier to the Buyer under the Contract and applicable SOW or AMP (as applicable);
“Specification”	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
“Staff Vetting Procedures”	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer’s procedures or policies for the vetting of personnel as specified in the Order Form and/or applicable SOW or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
“Start Date”	the start date of the Contract set out in the Order Form;
“Sub-Contract”	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
“Subcontractor”	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
“Subprocessor”	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
“Supplier Staff”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract;
“Supplier”	the person named as Supplier in the Order Form;
“Support Services”	means the maintenance, enhancement, and support services provided by, or on behalf of, the Supplier with respect to the Goods in accordance with the Contract and the Supplier’s Annual Maintenance Plan (“ AMP ”) attached hereto
“Term”	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
“Third Party IPR”	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
“Transparency Information”	In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the

	<p>Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) as updated from time to time and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) as updated from time to time except for:</p> <p>(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</p> <p>(b) Confidential Information;</p>
“UK GDPR”	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
“VAT”	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Worker”	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) as updated from time to time applies in respect of the Deliverables; and
“Working Day”	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2 UNDERSTANDING THE CONTRACT

2.1 In the Contract, unless the context otherwise requires:

- 2.1.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 2.1.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.1.3 references to “writing” include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.1.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law;

- 2.1.5 the word “including”, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;
- 2.1.6 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.

3 HOW THE CONTRACT WORKS

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender (if any) and all statements made and documents submitted as part of the procurement of Deliverables are, to Supplier’s knowledge, true and accurate.

4 WHAT NEEDS TO BE DELIVERED

4.1 All Deliverables

- 4.1.1 The Supplier must provide Deliverables:
 - 4.1.1.1 in accordance with the Specification, including the STARLIMS Annual Maintenance Plan (“**AMP**”) attached within the tender in Annex 4 – Supplier Tender (where applicable) and the Contract;
 - 4.1.1.2 using reasonable skill and care;
 - 4.1.1.3 using Good Industry Practice;
 - 4.1.1.4 using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
 - 4.1.1.5 on the dates agreed, subject to the Buyer’s timely Cooperation; and
 - 4.1.1.6 that comply with all Law.
- 4.1.2 The Supplier must provide Deliverables (if any) with a warranty in accordance with the AMP from Delivery against all obvious defects.

- 4.1.3 Buyer acknowledges that Buyer's timely provision of (and the Supplier's access to) Buyer's facilities, equipment, assistance, cooperation, data, information and materials from Buyer's officers, agents and employees ("Cooperation") is essential to Supplier's performance of the Services and provision of the Deliverables. The Supplier will not be liable for any delay or deficiency in performing the Services or delivering the Deliverables if Buyer does not provide the necessary Cooperation. As part of the Cooperation, Buyer will (1) designate a project manager or technical lead to liaise with Supplier while the Supplier performs the Services and delivers the Deliverables, (2) allocate and engage additional resources as may be required to assist the Supplier in performing the Services and delivering the Deliverables, and (3) make available to Supplier any data, information and any other materials reasonably required by the Supplier to perform the Services and deliver the Deliverables, including any data, information or materials specifically identified in an applicable SOW.

4.2 Goods clauses

- 4.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section 4.2.1 is not applicable to this Contract.
- 4.2.2 The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section 4.2.2 is not applicable to the Deliverables provided under this Contract.
- 4.2.3 Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section 4.2.3 is not applicable to the Deliverables provided under this Contract.
- 4.2.4 The Supplier warrants that it has the right to provide license to the Goods (if applicable) granted in this Contract at the time of purchase under an applicable Order Form.
- 4.2.5 The Supplier shall, subject to Buyer's timely cooperation, Deliver the Goods (if applicable) on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).
- 4.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section 4.2.6 is not applicable to the Deliverables provided under this Contract.
- 4.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods (if applicable). Notwithstanding the foregoing, the Parties acknowledge and agree that this Section 4.2.7 is not applicable to the Deliverables provided under this Contract.

- 4.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods (if applicable). Notwithstanding the foregoing, the Parties acknowledge and agree that this Section 4.2.8 is not applicable to the Deliverables provided under this Contract.
- 4.2.9 The Supplier will notify the Buyer of any request that Goods (if applicable) are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section 4.2.9 is not applicable to the Deliverables provided under this Contract.
- 4.2.10 The Buyer can cancel any order or part order of Goods (if applicable) which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable endeavours to minimise these costs.
- 4.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier do not do this, the Supplier will pay the Buyer's costs including repair or re-supply by a third party. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section 4.2.11 is not applicable to the Deliverables provided under this Contract.
- 4.2.12 The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

4.3 Services clauses

- 4.3.1 Subject to the Buyer's timely Cooperation, as defined in Section 4.1.3 above, late Delivery of the Services as defined in the AMP will be a default of the Contract.
- 4.3.2 Subject to the terms of the AMP, and in accordance with any applicable SOW, the Supplier shall take reasonable steps to co-operate with the Buyer and third party suppliers on any applicable aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the security requirements (where any such requirements have been provided in advance for Supplier's review and/or objection).
- 4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services (if applicable as agreed by the Parties).

- 4.3.4 Where required, the Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract
- 4.3.5 The Supplier shall allocate the resources and expertise it deems necessary and appropriate to provide the Deliverables to the Contract in accordance to the AMP.
- 4.3.6 Subject to the terms of the AMP, and in accordance with any applicable SOW, the Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 4.3.7 Subject to the terms of the AMP, and in accordance with any applicable SOW, on completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- 4.3.8 Subject to the terms of the AMP, and in accordance with any applicable SOW, the Supplier must ensure all Services, and anything used to deliver the Services, are of fit for the Services.
- 4.3.9 The Buyer is entitled to withhold payment for partially or undelivered Professional Services in accordance with the payment terms and Deliverable milestones in the applicable SOW, but doing so does not stop it from using its other rights under the Contract.

5 PRICING AND PAYMENTS

- 5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.
- 5.2 All Charges:
 - 5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 5.2.2 include all costs and expenses connected with the supply of Deliverables to the extent outlined in the applicable Order Form.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
 - 5.4.1 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer to the extent of the Buyer's timely Cooperation in providing any such information; and
 - 5.4.2 includes a detailed breakdown of Deliverables which have been delivered or made available.

- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 36.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 5.7 The Supplier must ensure that all Subcontractors are paid, in full within the later of 60 days or according to Supplier and Subcontractor agreements receipt of a valid, undisputed invoice. If this does not happen, the Buyer, can publish the details of the late payment or non-payment.

6 THE BUYER'S OBLIGATIONS TO THE SUPPLIER

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause, including failure to provide timely Cooperation:
- 6.1.1 the Buyer can terminate the Contract under clause 11;
 - 6.1.2 the Supplier is entitled to reasonable and documented additional expenses and to relief from liability under this Contract;
 - 6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables; and
 - 6.1.4 the Supplier may suspend the ongoing supply of Deliverables insofar as the Supplier is unable to provide the Services or deliver the Deliverables due to the Buyer's failure to provide timely Cooperation.
- 6.2 Clause 6.1 only applies if the Supplier:
- 6.2.1 gives notice to the Buyer within thirty (30) Working Days of becoming aware;
 - 6.2.2 demonstrates that the failure happened as a direct result of the Buyer Cause; and
 - 6.2.3 mitigated the impact of the Buyer Cause if and to the extent of Supplier's reasonable control.

7 RECORD KEEPING AND REPORTING

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section 7.1 is not applicable to the Deliverables provided under this Contract.
- 7.2 The Supplier must keep and maintain records and accounts on the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.
- 7.3 The Supplier must allow any auditor (subject to Supplier's consent not to be unreasonably withheld or delayed) appointed by the Buyer access to its premises to verify relevant contract accounts and records related to the Contract and provide copies for the Audit.

- 7.4 The Buyer or an auditor can Audit the Supplier. The Buyer shall provide Supplier with reasonable notice of such auditor and an opportunity to object (if so determined by Supplier to create conflict).
- 7.5 During an Audit, the Supplier must use commercially reasonable effort to provide information to the auditor and reasonable co-operation at their request.
- 7.6 The Parties will bear their own costs when an Audit.
- 7.7 If the Supplier is not providing any of the Deliverables previously outlined and purchased in the applicable Order Form, or is unable to provide them, it must promptly:
- 7.7.1 tell the Buyer and give reasons;
 - 7.7.2 propose corrective action; and
 - 7.7.3 provide a deadline for completing the corrective action.
- 7.8 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- 7.8.1 request that the Supplier provide to the Buyer a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will use commercially reasonable effort to make changes to such plan as reasonably requested by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer as agreed by the parties; and
 - 7.8.2 if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract on thirty (30) days' notice to Supplier for Material Breach (or on such date as the Buyer notifies) and the consequences of termination in Clause 11.5.1 shall apply if not cured in such period.
- 7.9 If there is a Material Breach of which the Supplier is aware, the Supplier must notify the Buyer within ten (10) Working Days of the Supplier becoming aware of the Material Breach. If the Material Breach is a direct result of the Supplier's acts or omissions, the Buyer may request that the Supplier provide a Rectification Plan within fifteen (15) Working Days of the Buyer's request and the Supplier will use commercially reasonable effort to provide any additional documentation that the Buyer reasonably requests. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must promptly start work on the actions in the Rectification Plan as agreed by the Parties and at its own costs.

8 SUPPLIER STAFF

- 8.1 The Supplier Staff involved in the performance of the **Services** and Professional Services under this Contract must:
- 8.1.1 be appropriately trained and qualified;
 - 8.1.2 NOT USED; and
 - 8.1.3 where required, comply with all conduct requirements when on the Buyer's premises.

- 8.2 Where the Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section 8.2 is not applicable to the Deliverables provided under this Contract.
- 8.3 Where applicable for the provision of Professional Services, the Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.4 The Supplier indemnifies the Buyer against all third party claims brought by such person employed or engaged by the Supplier arising directly out of an act or omission of the Supplier or any Supplier Staff.
- 8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section 8.5 is not applicable to the Deliverables provided under this Contract.
- 8.6 The Supplier shall use those persons nominated (**if any**) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall use commercially reasonable effort not remove or replace any of them unless:
- 8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 8.6.2 the person concerned resigns, retires or dies or is on parental, personal, or long-term sick leave; or
 - 8.6.3 the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.
- 8.7 The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

9 RIGHTS AND PROTECTION

- 9.1 The Supplier warrants and represents that:
- 9.1.1 it has the capacity and authority to enter into and to perform the Contract;
 - 9.1.2 the Contract is entered into by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending against it or its affiliates that would materially affect its ability to perform the Contract;

- 9.1.5 the Supplier possess all necessary rights, authorisations, licences and consents (including in relation to IPRs) necessary to perform its obligations under the Contract and for the Buyer to receive the Deliverables;
- 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- 9.1.7 it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Buyer against each of the following, to the extent arising directly out of the Supplier's acts or omissions in breach of its obligations under this Contract:

- 9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract, the Buyer, and any third party under the Contract; and
- 9.3.2 non-payment by the Supplier of any tax or National Insurance for which damages, fines and other sanctions and liabilities are imposed on Buyer as a result of such non-payment.

9.4 If the Supplier becomes aware of a material representation or warranty made in relation to the Contract that becomes untrue or misleading, it must promptly notify the Buyer.

9.5 Strictly if and where applicable, any assignable third party warranties or indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier upon Buyer's written request.

10 INTELLECTUAL PROPERTY RIGHTS ("IPR") THIS SECTION 10 IS NOT APPLICABLE TO THE GOODS, SERVICES, OR DELIVERABLES PROVIDED UNDER THIS CONTRACT. PART D OF ANNEX 5 SHALL APPLY

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:

- 10.1.1 receive and use the Deliverables; and
- 10.1.2 use the New IPR.

The termination or expiry of the Contract does not terminate any licence granted under this clause 10.

10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).

- 10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.
- 10.4 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract, it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.5 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in this clause 10 or otherwise agreed in writing.
- 10.6 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.7 If an IPR Claim is made or anticipated in Supplier's reasonable opinion, the Supplier must at its own option and expense, either:
- 10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; or
 - 10.7.2 replace or modify the relevant item with substitutes that don't infringe intellectual property rights without materially affecting the functionality or performance of the Deliverables.
 - 10.7.3 If the Supplier is not able to resolve the IPR Claim through 10.7.1 or 10.7.2, then Supplier may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clauses 11.5.1 shall apply.
- 10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.8.1 the Buyer gives its approval to do so; and
 - 10.8.2 one of the following conditions applies:
 - 10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or
 - 10.8.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:
 - (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
 - (b) the Buyer agrees to those licence terms; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
 - 10.8.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

- 10.9 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

11 ENDING THE CONTRACT

- 11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.
- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

- 11.3.1 The Buyer has the right to terminate the Contract at any time without cause by giving the Supplier not less than ninety (90) days' written notice, and if it's so terminated, clause 11.6.2 applies.

11.4 When the Buyer can end the Contract

- 11.4.1 If any of the following events happen, the Buyer has the right to terminate its Contract by issuing a termination notice, and the required objection and/or cure period outlined below, in writing to the Supplier and the consequences of termination in Clause 11.5.1 shall apply:
- 11.4.1.1 if there's a Supplier Insolvency Event, immediately upon written notice;
 - 11.4.1.2 if the Buyer reasonably believes Supplier is in Material Breach of the Contract, after receipt of Buyer's written notice in which time Supplier shall have thirty (30) days to object to and/or cure any such claim of Material Breach;
 - 11.4.1.3 there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't notified to the Buyer in writing, after receipt of Buyer's detailed written notice in which time Supplier shall have thirty (30) days to object to and/or cure any such claim by Buyer;
 - 11.4.1.4 the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded, after receipt of Buyer's detailed written notice in which time Supplier shall have thirty (30) days to object to and/or cure any such claim by Buyer;
 - 11.4.1.5 the Supplier or its affiliates recklessly or wilfully embarrass or bring the Buyer into disrepute or diminish the public trust in them, after receipt of Buyer's detailed written notice in which time Supplier shall have thirty (30) days to object to and/or cure any such claim by Buyer; or

11.4.1.6 the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables, after receipt of Buyer's detailed written notice in which time Supplier shall have thirty (30) days to object to and/or cure any such claim by Buyer.

11.4.2 If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5.1.2 to 11.5.1.7 apply.

11.5 What happens if the Contract ends

11.5.1 Where the Buyer terminates the Contract under clause 10.9, 11.4, 7.8.2, 28.4.2, or Paragraph 8 of Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data (if used), all of the following apply:

- 11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
- 11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately except for the Deliverables received and/or made available prior to the date of termination;
- 11.5.1.3 accumulated rights of the Parties are not affected;
- 11.5.1.4 the Supplier must promptly delete or return the Government Data except (i) where required to retain copies by Law, (ii) to the extent required to defend or maintain any litigation relating to this Contract or the Confidential Information, or to comply with established document retention policies;
- 11.5.1.5 the Supplier must promptly return any of the Buyer's property provided under the Contract, if and to the extent applicable;
- 11.5.1.6 the Supplier must endeavour to, at no cost to the Buyer (the Buyer acting reasonably), give all reasonable assistance to the Buyer and any incoming supplier and co-operate in the handover and re-procurement; and
- 11.5.1.7 the Supplier must refund or repay to the Buyer any remaining unused Charges that it has paid in advance for the Deliverables (or portion thereof) that has not provided or made available as at the date of termination or expiry.

11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 12, 14, 15, 16, 18, 19, 32.2.2, 36 and 37 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

11.6.1 The Supplier can issue a reminder notice if the Buyer does not pay a valid and undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay a valid and undisputed invoiced sum due, within thirty (30) days of the date of the reminder notice.

- 11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:
- 11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by and/or due to the Supplier;
 - 11.6.2.2 the Buyer must pay the Supplier reasonable committed costs and unavoidable losses as long as the Supplier provides an itemised and costed schedule with supporting evidence (where applicable) — provided the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
 - 11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.
- 11.6.3 The Supplier also has the right to terminate the Contract in accordance with Clauses 20.3 and 23.4.

11.7 Partially ending and suspending the Contract

- 11.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- 11.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- 11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:
- 11.7.3.1 unreasonably reject the variation; or
 - 11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3 or where the variation is grossly unreasonable and/or impracticable by the Supplier in its current form (supported with evidence).
- 11.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12 HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier in the preceding 12 months period.
- 12.2 No Party is liable to the other for:
- 12.2.1 any indirect or consequential losses; and/or
 - 12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
- 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

- 12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
- 12.3.3 any liability that cannot be excluded or limited by Law.

- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.4, 9.3.2, or 32.2.2. For the avoidance of doubt, with respect to clause 10.8 of Annex D – IPR, the Supplier's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than three (3) times the Charges paid or payable to the Supplier during the total Term of the Contract. .
- 12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.
- 12.6 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause 14.7.5 shall not exceed the Data Protection Liability Cap.
- 12.7 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.8 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section 12.8 is not applicable to the Deliverables provided under this Contract.

13 OBEYING THE LAW

- 13.1 The Supplier, in connection with provision of the Deliverables:
 - 13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;
 - 13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
 - 13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
 - 13.1.4 must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to [PPN 02/23 \(Tackling Modern Slavery in Government Supply Chains\)](#),¹ as such clauses may be amended or updated from time to time; and
 - 13.1.5 meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>, as updated from time to time.

¹ <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>

- 13.2 The Supplier shall indemnify the Buyer against any costs finally imposed on Buyer resulting directly from any default by the Supplier of applicable Law relating to Supplier's obligations under this Contract.
- 13.3 The Supplier must appoint a compliance officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 27 to 34.

14 DATA PROTECTION AND SECURITY

- 14.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data, if and to the extent applicable to the Deliverables provided under this Contract.
- 14.2 The Supplier must make accessible to Buyer any back-ups of all Government Data in Supplier's possession (strictly if and to the extent Government Data is solely in the Supplier's custody and control), upon reasonable request.
- 14.3 The Supplier must ensure that any Supplier, Subcontractor, or Subprocessor system holding any Government Data (if applicable), including back-up data, is a secure system that complies with the security requirements specified in the Order Form or otherwise in writing (where any such requirements have been agreed by the Parties). Notwithstanding the foregoing, the Parties agree that the Supplier will have limited access to Government Data under this Contract, and any such Government Data made available to Supplier is provided at the Buyer's sole discretion.
- 14.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must promptly notify the Buyer and suggest remedial action. Notwithstanding the foregoing, the Parties agree that the Supplier will have limited access to Government Data under this Contract, and any such Government Data made available to Supplier is provided at the Buyer's sole discretion.
- 14.5 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable to the Buyer solely as a direct result of an act or omission of the Supplier (if and to the extent applicable to the Goods, Services, or Deliverables provided under this Contract), then the Buyer may either:
- 14.5.1 request the Supplier to restore or get restored Government Data as soon as practical but no later than 10 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier (unless a different timeline is agreed between the Parties in writing); and/or
 - 14.5.2 restore the Government Data itself or using a third party.
- 14.6 The Supplier must pay the reasonable costs of complying with clause 14.5 for data loss, corruption or degradation caused directly by the Supplier's acts or omissions in breach of this Contract.
- 14.7 The Supplier:
- 14.7.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within thirty (30) days of a written request;
 - 14.7.2 must have documented processes to maintain availability of Government Data (strictly if and to the extent Government Data is solely in the Supplier's custody and control) if the Supplier stops trading;

- 14.7.3 must securely destroy all storage media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers;
- 14.7.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are Independent Controllers or Joint Controllers; and
- 14.7.5 indemnifies the Buyer against any and all losses incurred by any third party claim, losses, liabilities or fines issued if and to the extent arising directly out of the Supplier's breach of clause 14 or any Data Protection Legislation.

14.8 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:

- 14.8.1 "Controller" in respect of the other Party who is "Processor";
- 14.8.2 "Processor" in respect of the other Party who is "Controller";
- 14.8.3 "Joint Controller" with the other Party;
- 14.8.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under the Contract and shall specify in Part A Authorised Processing Template of Annex 1 – Processing Personal Data which scenario they think shall apply in each situation.

14.9 Where one Party is Controller and the other Party its Processor

- 14.9.1 Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term "processing" and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).
- 14.9.2 The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- 14.9.3 The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:
 - 14.9.3.1 a systematic description of the expected processing and its purpose;
 - 14.9.3.2 the necessity and proportionality of the processing operations;
 - 14.9.3.3 the risks to the rights and freedoms of Data Subjects; and
 - 14.9.3.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

- 14.9.4 The Processor must, in relation to any Personal Data processed under this Contract:
- 14.9.4.1 process that Personal Data only in accordance with Part A Authorised Processing Template of Annex 1 – Processing Personal Data unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
 - 14.9.4.2 put in place appropriate Protective Measures to protect against a Data Loss Event which must be notified to the Controller.
 - 14.9.4.3 Ensure that:
 - (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Part A Authorised Processing Template of Annex 1 – Processing Personal Data);
 - (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause 14;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
 - (c) the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (d) the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
 - (e) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:

[Subject to Contract]

- (A) the International Data Transfer Agreement (the “**IDTA**”), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (“**EU SCCs**”), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the “**Addendum**”) as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;
 - (f) the Data Subject has enforceable rights and effective legal remedies when transferred;
 - (g) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (h) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.
- 14.9.5 The Processor must at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 14.9.6 The Processor must notify the Controller promptly no later than 5 Working Days if it:
- 14.9.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 14.9.6.2 receives a request to rectify, block or erase any Personal Data;
 - 14.9.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 14.9.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 14.9.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and
 - 14.9.6.6 becomes aware of a Data Loss Event.

- 14.9.7 Any requirement to notify under clause 14.9.6 includes the provision of further information to the Controller in stages as details become available.
- 14.9.8 The Processor must promptly provide the Controller with assistance in relation to such Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.9.6. This includes giving the Controller:
 - 14.9.8.1 relevant details and copies of the complaint, communication or request;
 - 14.9.8.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
 - 14.9.8.3 any Personal Data it holds in relation to a Data Subject on request;
 - 14.9.8.4 assistance that it requests following any Data Loss Event; and
 - 14.9.8.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- 14.9.9 The Processor must maintain accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller, acting reasonably, determines that the processing:
 - 14.9.9.1 is not occasional;
 - 14.9.9.2 includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 14.9.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.9.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 14.9.11 Before allowing any new Subprocessor to process any Personal Data, the Processor must:
 - 14.9.11.1 notify the Controller in writing of the intended additional Subprocessor and processing;

- 14.9.11.2 before Supplier engages any new Subprocessor to carry out Processing activities on Buyer's Personal Data, Supplier will provide notice of such update to the Subprocessor list via the Buyer point of contact. If the Buyer is entitled to do so under applicable Data Protection Law and as it relates to the Processing of Buyer Personal Data by the Subprocessor, the Buyer may make reasonable objections in writing to legal@starlims.com. After receiving such written objection Supplier will either: (i) work with the Buyer to address the Buyer's objections to its reasonable satisfaction, (ii) instruct the Subprocessor not to Process Buyer Personal Data, provided that the Buyer accepts that this may impair the Services being provided by the Supplier (for which Supplier shall bear no responsibility or liability), or (iii) notify the Buyer of an option to terminate the applicable part of the Deliverables which cannot be provided by Supplier without the use of the objected-to new Subprocessor. If Supplier does not receive an objection from the Buyer within 30 days, of the Supplier's notice, the Buyer will be deemed to have consented to the appointment of the new Subprocessor.;
- 14.9.11.3 enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor; and
- 14.9.11.4 provide the Controller with any information about the Subprocessor that the Controller reasonably requests.
- 14.9.12 The Processor remains fully liable for all acts or omissions of any Subprocessor.
- 14.9.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.10 Joint Controllers of Personal Data

- 14.10.1 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data.

14.11 Independent Controllers of Personal Data

- 14.11.1 In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in Part C Independent Controllers (*Optional*) of Annex 1 – Processing Personal Data shall apply to this Contract.

15 WHAT YOU MUST KEEP CONFIDENTIAL

- 15.1 Each Party must:
 - 15.1.1 keep all Confidential Information it receives confidential and secure;
 - 15.1.2 not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and

- 15.1.3 immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
- 15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the circumstances, the affected Confidential Information and extent of the disclosure;
 - 15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party as evidenced by the recipient Party's written records;
 - 15.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 15.2.4 if the information was in the public domain at the time of the disclosure;
 - 15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information as evidenced by the recipient Party's written and digital records;
 - 15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;
 - 15.2.7 on a confidential basis, to its professional advisers and contractors on a need-to-know basis; and
 - 15.2.8 to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
- 15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 15.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 15.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 15.4.4 where requested by Parliament; and
 - 15.4.5 under clauses 5.7 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.

15.6 Transparency Information, and Information which is exempt from disclosure by clause 16 is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.

16 WHEN YOU CAN SHARE INFORMATION

16.1 The Supplier must tell the Buyer within four (4) Working Day if it receives a Request For Information.

16.2 In accordance with a reasonable timetable and in any event within seven (7) Working Days of a request from the Buyer, the Supplier must endeavour to give the Buyer relevant co-operation and information needed so the Buyer can:

16.2.1 comply with any Request For Information

16.2.2 if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.

16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

17 INSURANCE

17.1 The Supplier shall ensure it has adequate insurance covering Supplier's performance of its obligations and delivery of the Deliverables under this Contract.

18 INVALID PARTS OF THE CONTRACT

18.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT

19.1 No third parties may use the Contracts (Rights of Third Parties) Act ("CRTPA") to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20 CIRCUMSTANCES BEYOND YOUR CONTROL

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

20.1.1 provides written notice to the other Party; and

20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

20.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously and the consequences of termination in Clauses 11.5.1.2 to 11.5.1.7 shall apply.

20.4 Where a Party terminates under clause 20.3:

20.4.1 each Party must cover its own losses; and

20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

21 RELATIONSHIPS CREATED BY THE CONTRACT

21.1 The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22 GIVING UP CONTRACT RIGHTS

22.1 A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

23 TRANSFERRING RESPONSIBILITIES

23.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent except that Supplier may assign this Contract, in whole or in part, to any successor (including the surviving company in any consolidation, reorganisation or merger) or assignee of all or substantially all of its business, or to a wholly owned subsidiary, or to an Affiliate without Buyer's written consent.

23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

23.3 When the Buyer uses its rights under clause 23.2 the Supplier shall negotiate a novation agreement in the form that Parties agree.

23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

24 SUPPLY CHAIN

- 24.1 Unless otherwise outlined in an applicable SOW, the Supplier cannot sub-contract Professional Services under this Contract without the Buyer's prior written consent. The Supplier shall (if applicable to the Deliverables provided under the Order Form) provide the Buyer with the name of any relevant Subcontractor(s) the Supplier proposes to engage for the purposes of Professional Services under this Contract and the applicable SOW. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate an objection (on reasonable grounds) to the Supplier within 10 Working Days of the request for consent then Buyer's consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor within the objection period if it reasonably and for good-cause considers that:
- 24.1.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 24.1.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 24.1.3 the proposed Subcontractor employs unfit persons.
- 24.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier shall endeavour to provide details of such Subcontractors including:
- 24.2.1 their name;
 - 24.2.2 the scope of their appointment; and
 - 24.2.3 the duration of their appointment.
- 24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
- 24.4 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
- 24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
 - 24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - 24.4.2.1 allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - 24.4.2.2 require the Supplier to pay all Subcontractors in full, upon receiving a valid, undisputed invoice (the later of 60 days or in accordance with the agreements between the Supplier and Subcontractor); and
 - 24.4.2.3 allow the Buyer to publish the details of the late payment or non-payment if the contractually agreed period is exceeded.
- 24.5 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- 24.5.1 there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
- 24.5.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
- 24.5.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
- 24.5.4 the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- 24.5.5 the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.

24.6 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

25 CHANGING THE CONTRACT

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. Neither Party is required to accept a variation request made by the other Party.

26 HOW TO COMMUNICATE ABOUT THE CONTRACT

- 26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
- 26.2 Notices to the Buyer or Supplier must be sent to their address or email address in the Order Form.
- 26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27 DEALING WITH CLAIMS

- 27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.
- 27.2 at the Indemnifier's cost the Beneficiary must:
 - 27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
 - 27.2.2 give the Indemnifier reasonable assistance with the Claim to the extent requested; and
 - 27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 27.3 The Beneficiary must:

- 27.3.1 consider and defend the Claim diligently and in a way that does not knowingly, recklessly or intentionally (without cause) damage the Beneficiary's reputation; and
- 27.3.2 not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold, conditioned, or delay.

28 PREVENTING FRAUD, BRIBERY AND CORRUPTION

- 28.1 The Supplier shall not:
 - 28.1.1 commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
 - 28.1.2 offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.
- 28.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 28.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer promptly if it becomes aware or any such matters have occurred..
- 28.3 If the Supplier notifies the Buyer as required by clause 28.2, the Supplier must use commercially reasonable effort to respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 28.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 28.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
 - 28.4.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and
 - 28.4.2 immediately terminate the Contract and the consequences of termination in Clause 11.5.1 shall apply.

29 EQUALITY, DIVERSITY AND HUMAN RIGHTS

- 29.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:
 - 29.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 29.1.2 any other requirements and instructions which are required by applicable equality Law.
- 29.2 The Supplier must use all reasonable endeavours to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

30 HEALTH AND SAFETY

- 30.1 The Supplier must perform its obligations meeting the requirements of:
- 30.1.1 all applicable Law regarding health and safety; and
 - 30.1.2 the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier, if and to the extent the Supplier is performing Services on Buyer's premises.
- 30.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract, strictly if and to the extent the Supplier is performing Services on Buyer's premises.

31 ENVIRONMENT AND SUSTAINABILITY

- 31.1 In performing its obligations under the Contract, the Supplier shall:
- 31.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
 - 31.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section 31.1.2 is not applicable to this Contract or the Deliverables provided hereunder.

32 TAX

- 32.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due (if applicable), including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 32.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
- 32.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - 32.2.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term strictly if and to the extent arising against the Buyer as a direct result of the Supplier's breach of its obligations in 32 of the Contract in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 32.3 Strictly if and to the extent any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains requirements that:

- 32.3.1 the Buyer may, at any time during the term of the Contract, request that the Worker (through the Supplier) provides information which demonstrates they comply with clause 32.2, or why those requirements do not apply, the Buyer can acting reasonably specify the information the Worker (through the Supplier) must provide and the deadline for responding;
- 32.3.2 the Worker's assignment to this Contract may be terminated at the Buyer's request if the Worker (through the Supplier) fails to provide the information requested by the Buyer within the time agreed by the Parties;
- 32.3.3 the Worker's assignment to this Contract may be terminated at the Buyer's request if the Worker (through the Supplier) provides information which the Buyer acting reasonably and in good faith considers isn't good enough to demonstrate how it complies with clause 32.2 or reasonably and in good faith confirms that the Worker is not complying with those requirements; and
- 32.3.4 the Buyer may supply any information they receive from the Worker (through Supplier) to HMRC for revenue collection and management, strictly if and to the extent required by law.

33 CONFLICT OF INTEREST

- 33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 33.2 The Supplier must promptly notify and provide details to the Buyer if (in Supplier's reasonable opinion) an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 33.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract by giving notice in writing to the Supplier and a thirty (30) day opportunity to object to and/or cure and such claim of where there is or may be an actual or potential Conflict of Interest and Clauses 11.5.1.2 to 11.5.1.7 shall apply.

34 REPORTING A BREACH OF THE CONTRACT

- 34.1 The Supplier and Supplier Staff must promptly report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 27 to 33.
- 34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1 to the Buyer or a Prescribed Person.

35 FURTHER ASSURANCES

- 35.1 Each Party will, at the request and cost of the other Party, do any relevant things which may be reasonably necessary to give effect to the meaning of this Contract.

36 RESOLVING DISPUTES

- 36.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within thirty (30) days of a written request from the other Party, meet in good faith to resolve the dispute by commercial negotiation.
- 36.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 36.3 to 36.5.
- 36.3 Unless either Party refers the dispute to arbitration using clause 36.4, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction.
- 36.4 The Supplier and the Buyer have the right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 36.5 Either Party has the right to refer a dispute to arbitration even if the other Party has started or has attempted to start court proceedings under clause 36.3, unless the other Party has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 36.4.
- 36.6 The Supplier cannot suspend the performance of the Contract during any dispute in accordance with this Clause 36, except where applicable to Professional Services.

37 WHICH LAW APPLIES

- 37.1 This Contract and any issues or disputes arising out of, or connected to it, are governed by English law.

III. Annex 1 – Processing Personal Data - THIS ANNEX 1 IS NOT APPLICABLE TO THE GOODS, SERVICES, OR DELIVERABLES PROVIDED UNDER THIS CONTRACT.

Part A Authorised Processing Template

This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

The contact details of the Controller's Data Protection Officer are: dataprotection@ukhsa.gov.uk

The contact details of the Processor's Data Protection Officer are: Judith Dolgin, General Counsel; Judith.dolgin@starlims.com; Kerstin Kiefer, Rechtsanwältin, W+ST Rechtsanwaltsgesellschaft mbH, Münchener Straße 1, 66763 Dillingen/Saar, Tel: (06831) 69851 - 16

Fax: (06831) 69851 – 51, E-Mail: kerstin.kiefer@wst-ra.de

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

Description of authorised processing	Details
Identity of Controller and Processor / Independent Controllers / Joint Controllers for each category of Personal Data	<p>The Parties Acknowledges that for the purpose of Data Protection Legislation, the Controller is the Buyer and the Processor is the Supplier in respect of Personal Data.</p> <p>The Parties acknowledge that they are Independent Controllers for the purpose of the Data Protection Legislation in respect of business contact details of both Parties.</p> <p>For the purpose of this Annex, references to Starlims is to the Supplier, references to Customer is to the Buyer and references to LICENSEE</p>
Subject matter of the processing	<p>STARLIMS collects the following data:</p> <ol style="list-style-type: none"> 1. Persona Data - Laboratory-testing information related to specific individuals that our customers have collected with the consent of those individuals. <ul style="list-style-type: none"> o <i>Please note – we process laboratory-testing information in our capacity as a data processor, and not as a controller. Our customers are the controllers of this personal data.</i>

	<p>2. Business Contact Details - Personal identification information related to employees of our customers or potential customers (which may include name, job title, work email address, work phone number, information related to the devices you use on behalf of your employer, etc.).</p>
Duration of the processing	<p>The period for which personal data will be retained and the criteria used to determine that period is as follows:</p> <p>1. Customer Content. Prior to the termination of the Agreement, (x) STARLIMS will process stored Customer Content for the Permitted Purposes until Customer elects to delete such Customer Content via the STARLIMS Offerings and (y) Customer agrees that it is solely responsible for deleting Customer Content via the STARLIMS Offerings. Upon termination of the Agreement, STARLIMS will (i) provide Customer thirty (30) days after the termination effective date to obtain a copy of any stored Customer Content via the STARLIMS Offerings; (ii) automatically delete any stored Customer Content thirty (30) days after the termination effective date; and (iii) automatically delete any stored Customer Content on STARLIMS' back-up systems one (1) year after the termination effective date. Any Customer Content archived on STARLIMS' back-up systems will be securely isolated and protected from any further processing, except as otherwise required by applicable law or regulation.</p> <p>2. Customer Account Data. STARLIMS will process Customer Account Data as long as required (a) to provide the STARLIMS Offerings to Customer; (b) for STARLIMS' legitimate business needs; or (c) by applicable law or regulation. Customer Account Data will be stored in accordance with the STARLIMS Privacy Policy.</p> <p>3. Customer Usage Data. Upon termination of the Agreement, STARLIMS may retain, use, and disclose Customer Usage Data for the purposes set forth in 1(c) (Customer Usage Data) of NATURE AND PURPOSE OF PROCESSING in this Annex 1 above, subject to the confidentiality obligations set forth in the Agreement. STARLIMS will anonymize or delete Customer Usage Data when STARLIMS no longer requires it for the purposes set forth in Section 1(c) (Customer Usage Data) of NATURE AND PURPOSE OF PROCESSING in this Schedule 1 above.</p>
Nature and purposes of the processing	<p>1. STARLIMS will process Personal Data as necessary to provide the STARLIMS Offerings (Services) under the Governing Agreement. STARLIMS does not sell Customer's Personal Data or Customer end users' Personal Data and does not share such end users' information</p>

	<p>with third parties for compensation or for those third parties' own business interests.</p> <p>(a) Customer Content. STARLIMS will process Customer Content as a processor in accordance with Customer's instructions as set forth in this Contract.</p> <p>(b) Customer Account Data. STARLIMS will process Customer Account Data as a controller for the purposes set forth in this Contract.</p> <p>(c) Customer Usage Data. STARLIMS will process Customer Usage Data as a controller for the purposes set forth in this Contract.</p>
Type of Personal Data being processed	Controller may submit Personal Data to the STARLIMS Offering, the extent of which is determined and controlled by the Controller in its sole discretion, and which may include, but is not limited to the following Personal Data: first and last name, contact information such as address and email address, IP address, and user identifier.
Categories of Data Subject	Controller may submit Personal Data to the STARLIMS Offering, the extent of which is determined and controlled by the Controller in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects: Controller's employees, contractors, representatives, agents, and other individuals whom Controller permits to use the STARLIMS Offering, as well as Personal Data relating to the Controller's customers, partners, users, and vendors.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	<ol style="list-style-type: none"> 1. STARLIMS will not retain Personal Data for longer than is necessary to provide administration, support, maintenance and/or trouble-shooting assistance or otherwise provide the Services. 2. STARLIMS will delete or return all Personal Data to LICENSEE after the end of the provision of Services relating to Personal Data, and delete existing copies of Personal Data, except as provided below. 3. <i>If STARLIMS provides Cloud Services:</i> LICENSEE acknowledges that, notwithstanding any provision to the contrary in this section, STARLIMS may retain personal data: (i) in backup storage or media used in connection with the Services provided that such storage/media is used only to restore systems, any data subject to a deletion request is deleted upon any restoration from such backups, and otherwise stored in accordance with reasonable

	security and retention periods; and (ii) as and to the extent required by applicable Data Protection Law.
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract and International transfers and legal gateway	See Part A, Table 1.
Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	<p><u><i>Data minimization</i></u> Data importer has taken measures to limit data transfers to the United States only to the extent necessary to perform services on behalf of LICENSEE, taking into account data importer's business and corporate structure, and relevant service delivery capabilities. Specifically, data importer is a sister/affiliate company of STARLIMS, and provides certain support, product development, maintenance, and operational functions on behalf of all STARLIMS Affiliates.</p> <p><i>If STARLIMS provides Remote Support:</i> With respect to Remote Support, where possible, local EEA/UK personnel will provide Remote Support services. Data exports are conducted only in cases where personnel of the US sister/affiliate company have specialized knowledge or capabilities necessary to perform the services in a competent manner, are available during the time of a client request, or are otherwise requested by the LICENSEE. Disclosures to the US are authorized in each instance by the data exporter through the initiation of a support request.</p> <p><i>If STARLIMS provides cloud services:</i> With respect to Cloud Services, data transfers to data importer generally occur only in connection with specific product development, internal support/maintenance, or security functions, and then, only where personnel of the US affiliate company have specialized knowledge or capabilities necessary to perform the work in a competent manner, or are available at the time relevant internal operations are to be performed. LICENSEE personal data is stored exclusively on servers and systems located in the EEA/UK, and EEA/UK personnel, to the extent possible, are primarily responsible for the performance of such internal operations functions. Data exports occur, where necessary, only via remote access by STARLIMS US affiliate company personnel, solely for relevant internal/operational purposes, and processing of personal data is limited to the extent necessary to perform such functions.</p> <p><u><i>Technical measures</i></u> Where transfers are made, in order to ensure appropriate safeguards are in place and ensure the protection of EU residents' fundamental rights given the nature and scope of US law, the data importer will mitigate known risks using the following controls.</p> <p><i>If STARLIMS provides Remote Support:</i> With respect to passive bulk collection via telecommunications networks (including Remote Support), data importer and exporter agree to follow best practices to ensure data is encrypted in transit,</p>

	<p>thereby deidentifying personal data at the point of interception. Specifically, the parties agree to implement the following “Supplemental Controls”:</p> <ul style="list-style-type: none"> i. Use a minimum of TLS v 1.2 to provide an encrypted channel for the transmission of personal data over telecommunications networks using HTTP (such as web traffic, web/mobile application connections, etc.) ii. Ensure administrative and maintenance sessions and other external connections to any remote computing environment are secured through the use of at least TLS v1.2. or appropriate VPN connections. iii. Use SFTP or secure file drop services for direct transfers from data exporter to data importer of files containing personal data. <p><i>If STARLIMS provides Cloud Services:</i> With respect to bulk collection by cloud providers, or as a result of data importer’s use of shared tenant cloud infrastructure (including Cloud Services), in addition to the security measures described above:</p> <ul style="list-style-type: none"> i. Data importer will encrypt all files at rest in all shared tenant environments using a minimum of AES-256. ii. STARLIMS Cloud Application Server is encrypted using keys managed by AWS Key Management Service. All personal data accessed via the Application Server and stored in AWS are managed solely by data importer, and the cloud service provider cannot decrypt personal data itself; decryption of personal data is authorized solely by data importer, and solely in connection with its performance of services on behalf of data exporter. Keys managed by data importer are managed by data importer’s EEA/UK (non-subsidiary) affiliates, and all LICENSEE personal data is hosted exclusively in EEA/UK data centers. All keys are unique to each LICENSEE, and separately, to each of LICENSEE’s separate cloud environments (e.g. production, test). iii. Data importer uses per-customer Virtual Private Cloud infrastructure and other logical isolation techniques to limit data availability and processing via shared infrastructure or multi-tenant routing. iv. Data importer will ensure administrative and maintenance sessions, third party integrations/connections, and other external connections to the remote computing environment are secured through the use of at least TLS v1.2. or appropriate VPN connections.
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**TABLE 1: SUBPROCESSORS, SUBCONTRACTORS, AND AFFILIATES
TO
PART A**

In addition to the STARLIMS Affiliates, the controller has authorized the use of the following sub-processors:

General:

1.	NAME:	MICROSOFT CORPORATION
	Description of the processing:	<p>Business administration, communications, support, and related services.</p> <p>Microsoft provides communication tools for all employees within the organization. Microsoft 365, and its suite of applications and cloud services, offers user-friendly interfaces and robust features that support productivity, collaboration, and information sharing among team members. Outlook serves as our organization's primary internal email subprocessor, fostering efficient communication and collaboration while maintaining a high level of security and data privacy. STARLIMS also uses OneDrive and other products in the Microsoft 365 suite to facilitate collaboration and information sharing internally and with customers.</p> <p>Team members may include customer data and personal data in internal conversations to optimize service provision.</p>
	Duration of processing:	Continuous for the Term
	Location of Entity	United States
2.	NAME:	SALESFORCE.COM INC.
	Description of the processing:	<p>Customer relationship management system.</p> <p>Salesforce allows STARLIMS to manage all of our customer relationships and engagements as a central repository and source of truth. Details such as the products and services customers have purchased, STARLIMS' engagement with customers and key points of contact are all managed in Salesforce.</p>
	Duration of processing:	Continuous for the Term
	Location of Entity	United States
3.	NAME:	ATLASSIAN (JIRA)
	Description of the processing:	<p>Internal customer service and support tool.</p> <p>Jira serves as an internal technical support service and request tracking tool, providing a centralized source for productivity, collaboration, and information sharing among customer support team members while maintaining a high level of security and data privacy. The processing of customer data and personal data is not its primary purpose, but it may occur incidentally as part of the services. Additionally, any personal data that customer puts in their technical support request, at its discretion, as a means of providing evidence of a technical issue will be processed by Jira.</p>
	Location of Entity	United States
	Duration of processing:	Continuous for the Term
4.	NAME:	ZENDESK, INC.
	Description of the processing:	Third-party cloud-based support ticket tool and in-application support chat.

		STARLIMS uses Zendesk to operate our service desk and as our ticketing provider for professional and technical support services. Customer details are requested as part of creating a ticket. Additionally, any personal data that the customer puts in the ticket, at its discretion, as a means of providing evidence of a technical issue will be processed by Zendesk. Processing of customer data and personal data is not its primary purpose, but it may occur incidentally as part of the services.
	Duration of processing:	Continuous for the Term
	Location of Entity	Germany

When STARLIMS provides Cloud Services:

1.	NAME:	AMAZON WEB SERVICES (FRANCE)
	Description of the processing:	Infrastructure (cloud service provider), hosting, and cloud application service delivery AWS is the SaaS Services hosting provider serving as the backbone of STARLIMS' infrastructure for several products and Services. AWS may have access to customer data. However, as a general principle, AWS will not access any customer instances of the STARLIMS cloud services except in limited cases such as to investigate service issues.
	Duration of processing:	Continuous for the Term

STARLIMS Affiliates:

	ENTITY NAME	ENTITY ADDRESS:
1	StarLIMS China Limited	508, 4/F, China Overseas Fortune Centre, No. 96, Taipingqiao Street, Xicheng District, 100032, Beijing, China
2	Tech StarLIMS Services Private Limited (India)	Apeejay Business Center, Office #005, Tresorie, The Park, 22 Raj Bhavan Road, Hyderabad, Telangana – 560082, India
3	STARLIMS Systems Ltd (Israel)	Atidim Science Park Bldg 4, Tel Aviv 6158002, Israel
4	STARLIMS Canada Inc.	3055 Boulevard Saint-Martin Ouest, Laval, Quebec, H7T 3C2
5	STARLIMS Corporation (Florida)	4000 Hollywood Blvd., Suite 333 South, Hollywood, Florida 33021, USA
6	STARLIMS Asia Pacific Limited (Hong Kong)	807-808, 8/F., 12W, Phase Three, 12 Science Park West Avenue, Hong Kong Science Park, Pak Shek Kok, N.T., Hong Kong
7	STARLIMS UK Limited	Crossgate House, Cross Street, Sale, England, M33 7FT
8	STARLIMS France	Za De Villaroy 11 Rue Jacques Cartier, 78280 Guyancourt, France
10	STARLIMS Netherlands B.V.	Rogier van der Weydestraat 8-F, 1817 MJ Alkmaar, The Netherlands
11	STARLIMS Systems Pte Limited (Singapore)	30 Raffles Place, #23-01, Oxley@Raffles, Singapore 048622
12	STARLIMS Systems, S.A. (Spain)	Avenida de Burgos 91, Madrid, 28050, Spain
13	Labstep Limited (UK)	Crossgate House, Cross Street, Sale, Cheshire, England, M33 7FT

STARLIMS Subcontractors:

	ENTITY NAME AND DETAILS	TYPES OF SERVICES PERFORMED BY SUBCONTRACTOR	LOCATION WHERE SERVICES ARE PERFORMED BY SUBCONTRACTOR:
1	CREDO PROJECTS (PTY) LTD Company Number 2019/567925/07	Professional Services & Consultancy	South Africa

2	NA-SA Informatics FZE Trade License 18261 Sharjah UAE	Professional Services & Consultancy	EMEA, APAC, ANZ, and Canada
3	Capgemini America, Inc. 79 Fifth Avenue, 3rd Floor, New York, NY 10003	Professional Services & Consultancy	India & United States
4	Auxis LLC 8151 Peters Road, 3rd Floor, Fort Lauderdale, FL 33324	Support Services & Consultancy	United States, Costa Rica, Columbia, Mexico

Part B Joint Controller Agreement (*Optional*)

1 JOINT CONTROLLER STATUS AND ALLOCATION OF RESPONSIBILITIES

- 1.1 With respect to Personal Data for which the Parties are Joint Controllers, the Parties envisage that they shall each be a Controller in respect of that Personal Data in accordance with the terms of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data in replacement of Clauses 14.9 to 14.9.13 of the Conditions of this Contract. Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controllers.
- 1.2 The Parties agree that the **Buyer:**
- 1.2.1 is the exclusive point of contact for Data Subjects and is responsible for using best endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
 - 1.2.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - 1.2.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
 - 1.2.4 is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for processing in connection with the Deliverables where consent is the relevant legal basis for that processing; and
 - 1.2.5 shall make available to Data Subjects the essence of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the **/Buyer's** privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of paragraph 1.2 of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2 UNDERTAKINGS OF BOTH PARTIES

2.1 The Supplier and the Buyer each undertake that they shall:

2.1.1 report to the other Party within 5 Working Days upon request:

2.1.1.1 the volume of Data Subject Access Requests (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);

2.1.1.2 the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

2.1.1.3 any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

2.1.1.4 any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and

2.1.1.5 any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

2.1.2 notify each other promptly if it receives any request, complaint or communication made as referred to in Paragraphs 2.1.1.1 to 2.1.1.5 of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data;

2.1.3 provide the other Party with reasonable cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 1.2 and 2.1.1.3 to 2.1.1.5 of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data; to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this of this of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data;

2.1.5 request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;

2.1.6 ensure that at all times it has in place appropriate Protective Measures designed to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

- 2.1.7 use best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that Processor Personnel:
 - 2.1.7.1 are aware of and comply with their duties under this of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data; and those in respect of Confidential Information
 - 2.1.7.2 are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where that Party would not be permitted to do so;
 - 2.1.7.3 have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- 2.1.8 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- 2.1.9 ensure that it notifies the other Party promptly after it becomes aware of a Data Loss Event;
- 2.1.10 not transfer such Personal Data outside of the UK and/or the EEA unless the following conditions are fulfilled:
 - 2.1.10.1 the transfer is in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
 - 2.1.10.2 the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable)) which could include the relevant parties entering into:
 - (a) Where the transfer is subject to the UK GDPR:
 - (i) The UK International Data Transfer Agreement (the “IDTA”), as published by the Information Commissioner’s office under section 119A(1) of the DPA 2018 from time to time; or
 - (ii) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (“EU SCCs”), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the “Addendum”) as published by the Information Commissioner's Office from time to time and/or;
 - (b) Where the transfer is subject to the EU GDPR, the EU SCCs,

;

- 2.1.10.3 the Data Subject has enforceable rights and effective legal remedies;
- 2.1.10.4 the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred if so bound; and
- 2.1.10.5 the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data;
- 2.1.11 Each Joint Controller shall use its best endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3 DATA PROTECTION BREACH

- 3.1 Without prejudice to Paragraph 3.2 of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data, each Party shall notify the other Party promptly and without undue delay, and in any event within seventy-two (72) hours, upon becoming aware of any Data Loss Event, providing the other Party and its advisors with:
 - 3.1.1 available information and in a timescale which allows the other Party to meet any obligations to report a Data Loss Event under the Data Protection Legislation;
 - 3.1.2 commercially reasonable assistance, including:
 - 3.1.2.1 co-operation with the other Party and the Information Commissioner investigating the Data Loss Event and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - 3.1.2.2 co-operation with the other Party including using such best endeavours as are agreed by the Parties to assist in the investigation, mitigation and remediation of a Data Loss Event;
 - 3.1.2.3 co-ordination with the other Party regarding the management of public relations and public statements relating to the Data Loss Event; and/or
 - 3.1.2.4 providing the other Party, and/or the Information Commissioner investigating the Data Loss Event, with relevant information relating to the Data Loss Event, including the information set out in Paragraph 3.2 of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data;.

- 3.2 Each Party shall use best endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Data Loss Event which is the fault of that Party as if it was that Party's own data at its own cost and shall provide the other Party with commercially reasonable assistance in respect of any such Data Loss Event, including providing the other Party, as soon as possible and within seventy-two (72) hours of discovery of the Data Loss Event information relating to the Data Loss Event, in particular (if and to the extent available to the disclosing Party):
- 3.2.1 the nature of the Data Loss Event;
 - 3.2.2 the nature of Personal Data affected;
 - 3.2.3 the categories and number of Data Subjects concerned;
 - 3.2.4 the name and contact details of the Party's Data Protection Officer or other relevant contact from whom more information may be obtained;
 - 3.2.5 measures taken or proposed to be taken to address the Data Loss Event; and
 - 3.2.6 a description of the likely consequences of the Data Loss Event.

4 AUDIT

- 4.1 The Supplier shall permit:
- 4.1.1 the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data; and the Data Protection Legislation, provided such audits, if agreed, must (i) be conducted by a third party agreed to by the Parties, (ii) be conducted in a manner undistruptive to the business of Supplier and its Affiliates, (iii) be conducted subject to the terms of an applicable non-disclosure agreement, (iv) restrict its findings to only data and information relevant to Buyer; and (v) not prejudice other confidential information (including but not limited to Personal Data) of Supplier, its Affiliates, suppliers, or other customers; and/or
 - 4.1.2 the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables; provided such audits, (i) must not exceed (1) once per year unless there is a Data Loss Event, must (ii) be conducted by a third party agreed to by the Parties, (iii) be conducted in a manner undistruptive to the business of Supplier and its Affiliates, (iv) be conducted subject to the terms of an applicable non-disclosure agreement, (v) restrict its findings to only data and information relevant to Buyer; and (vi) not prejudice other confidential information (including but not limited to Personal Data) of Supplier, its Affiliates, suppliers, or other customers.

- 4.2 The Buyer may, in its sole discretion, request the Supplier to provide evidence of the Supplier's compliance with Paragraph 4.1 of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data in lieu of conducting such an audit, assessment or inspection.

5 IMPACT ASSESSMENTS

- 5.1 The Parties shall:
- 5.1.1 provide reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to processing operations, risks and measures); and
 - 5.1.2 maintain records of all processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6 ICO GUIDANCE

- 6.1 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier request to amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Crown Body. Such amendment is subject to the Supplier's express written consent (not to be unreasonably withheld or delayed).

7 LIABILITIES FOR DATA PROTECTION BREACH

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Data Loss Event ("**Financial Penalties**") then the following shall occur:
- 7.1.1 if in the view of the Information Commissioner, the Buyer is responsible for the Data Loss Event, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Data Loss Event. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Buyer's reasonable cost, cooperation and access to conduct an audit of such Data Loss Event;
 - 7.1.2 if in the view of the Information Commissioner, the Supplier is responsible for the Data Loss Event, in that it is not a Data Loss Event that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, reasonable cooperation and access to conduct an audit of such Data Loss Event;
or

7.1.3 if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Data Loss Event and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Data Loss Event can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in clause 36 of the Conditions (Resolving disputes).

7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Data Loss Event, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Data Loss Event shall be liable for the losses arising from such Data Loss Event. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Data Loss Event (the "**Claim Losses**"):

7.3.1 if the Buyer is responsible for the relevant Data Loss Event, then the Buyer shall be responsible for the Claim Losses;

7.3.2 if the Supplier is responsible for the relevant Data Loss Event, then the Supplier shall be responsible for the Claim Losses: and

7.3.3 if responsibility for the relevant Data Loss Event is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either Paragraph 7.2 or Paragraph 7.3 of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Data Loss Event, having regard to all the circumstances of the Data Loss Event and the legal and financial obligations of the Parties.

8 TERMINATION

8.1 If the Supplier is in Material Breach under any of its obligations under this of this Part B Joint Controller Agreement (*Optional*) of Annex 1 – Processing Personal Data;, the Buyer shall be entitled to terminate the Contract by issuing a termination notice to the Supplier in accordance with clause 11 of the Conditions (Ending the contract).

9 SUB-PROCESSING

9.1 In respect of any processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

9.1.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

- 9.1.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10 DATA RETENTION

- 10.1 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Part C Independent Controllers (*Optional*) :N/A

THIS PART C IS NOT APPLICABLE TO THE GOODS, SERVICES, OR DELIVERABLES PROVIDED UNDER THIS CONTRACT.

Annex 2 – Specification: Annual Starlims maintenance and Support Plan for up to 5 years:

Description	Qty	Unit Price £	TOTAL £
<p>STARLIMS Maintenance Plan</p> <p>The STARLIMS Standard Annual Maintenance Plan (AMP) provides LICENSEE the right to receive upgrades and updates that are issued by STARLIMS during the applicable twelve-month period.</p> <p>Related professional services and updates to third-party software are not included. The LICENSEE will also receive unlimited telephone, e-mail and web site operational support for up to two named customer point-of-contacts (POC). Phone support hours are from 9:00 am to 5:00 pm local time, Monday through Friday, other than national holidays, and STARLIMS shall respond as defined in the AMP. Support does not include the debugging of any code not provided by STARLIMS, and does not include the configuration or support of network hardware/software or database software. Subsequent license purchases, are charged prorated maintenance from the date of purchase.</p> <p>Support dates : 17.09.24 - 16.09.25</p>	Yr 1		
<p>STARLIMS Maintenance Plan</p> <p>The STARLIMS Standard Annual Maintenance Plan (AMP) provides LICENSEE the right to receive upgrades and updates that are issued by STARLIMS during the applicable twelve-month period.</p> <p>Related professional services and updates to third-party software are not included. The LICENSEE will also receive unlimited telephone, e-mail and web site operational support for up to two named customer point-of-contacts (POC). Phone support hours are from 9:00 am to 5:00 pm local time, Monday through Friday, other than national holidays, and STARLIMS shall respond as defined in the AMP. Support does not include the debugging of any code not provided by STARLIMS, and does not include the configuration or support of network hardware/software or database software. Subsequent license purchases, are charged prorated maintenance from the date of purchase.</p> <p>Support dates : 17.09.25 - 16.09.26</p>	Yr 2	£	
<p>STARLIMS Maintenance Plan</p> <p>The STARLIMS Standard Annual Maintenance Plan (AMP) provides LICENSEE the right to receive upgrades and updates that are issued by STARLIMS during the applicable twelve-month period.</p> <p>Related professional services and updates to third-party software are not included. The LICENSEE will also receive unlimited telephone, e-mail and web site operational support for up to two named customer point-of-contacts (POC). Phone support hours are from 9:00 am to 5:00 pm local time, Monday through Friday, other than national holidays, and STARLIMS shall respond as defined in the AMP. Support does not include the debugging of any code not provided by STARLIMS, and does not include the configuration or support of network hardware/software or database software. Subsequent license purchases, are charged prorated maintenance from the date of purchase.</p>	Yr 3		

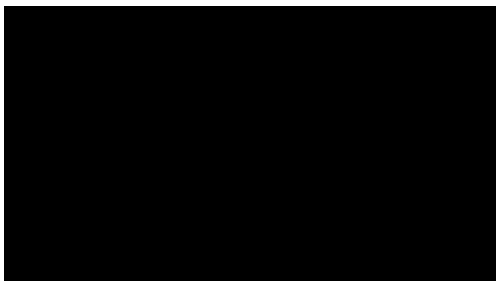
Support dates : 17.09.26 - 16.09.27			
<p>STARLIMS Maintenance Plan</p> <p>The STARLIMS Standard Annual Maintenance Plan (AMP) provides LICENSEE the right to receive upgrades and updates that are issued by STARLIMS during the applicable twelve-month period.</p> <p>Related professional services and updates to third-party software are not included. The LICENSEE will also receive unlimited telephone, e-mail and web site operational support for up to two named customer point-of-contacts (POC). Phone support hours are from 9:00 am to 5:00 pm local time, Monday through Friday, other than national holidays, and STARLIMS shall respond as defined in the AMP. Support does not include the debugging of any code not provided by STARLIMS, and does not include the configuration or support of network hardware/software or database software. Subsequent license purchases, are charged prorated maintenance from the date of purchase.</p> <p>Support dates : 17.09.27 - 16.09.28</p>	Yr 4		
<p>STARLIMS Maintenance Plan</p> <p>The STARLIMS Standard Annual Maintenance Plan (AMP) provides LICENSEE the right to receive upgrades and updates that are issued by STARLIMS during the applicable twelve-month period.</p> <p>Related professional services and updates to third-party software are not included. The LICENSEE will also receive unlimited telephone, e-mail and web site operational support for up to two named customer point-of-contacts (POC). Phone support hours are from 9:00 am to 5:00 pm local time, Monday through Friday, other than national holidays, and STARLIMS shall respond as defined in the AMP. Support does not include the debugging of any code not provided by STARLIMS, and does not include the configuration or support of network hardware/software or database software. Subsequent license purchases, are charged prorated maintenance from the date of purchase.</p> <p>Support dates : 17.09.28 - 16.09.29</p>	Yr 5		

IV. Annex 3 – Charges:**Annual Starlims maintenance and****Support Plan Charges for up to 5 years**

Qty	Unit Price £	TOTAL £
Yr 1	£ [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

V. Annex 4 – Supplier Tender

The Supplier's quote contained in the below document.



VI. Annex 5 – Optional IPR Clauses – Part D USED

Part D Supplier ownership of New IPR with Buyer rights for the current Contract and broader public sector functions -

10 INTELLECTUAL PROPERTY RIGHTS (“IPRS”)

- 10.1 Each Party keeps ownership of its own Existing IPRs. Any New IPR created under the Contract is owned by the Supplier. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, non-transferable (to a Public Sector Body) licence to use, copy and adapt the Supplier's Existing IPR and the New IPR strictly as and to the extent incorporated in the Deliverables and necessary to enable the Buyer and its sub-licensees to receive and use the Deliverables and the New IPR under the same license as the underlying Goods and/or Services to which the Deliverables relate for the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) internal business or function.
- 10.2 For the purposes of this clause “**Public Sector Body**” means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service.
- 10.3 The termination or expiry of the Contract does not terminate any licence granted under this clause 10 to the extent the underlying Goods, Services, or Deliverables to which they relate is being used by the Buyer.
- 10.4 The Buyer gives the Supplier a, royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract in perpetuity. This licence is sub-licensable to Subcontractors for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).
- 10.5 Strictly if and to the extent agreed by the Parties in writing under an applicable SOW, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.
- 10.6 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract as direct result of the acts or omissions of the breaching Party it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.7 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in this clause 10 or otherwise agreed in writing.

- 10.8 Subject to Clause 12 of this Contract (HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR), and this Clause 10.8, Supplier (as the “Indemnifying Party”) will indemnify and defend Buyer (as the “Indemnified Party”) from and against any suits, actions, legal or administrative proceedings, claims, liens, demands, damages, liabilities, losses, costs, fees, penalties, fines, judgments, final judgments and expenses (including professional fees and fines) and (including, without limitation reasonable legal’ fees and expenses, and costs of investigation, litigation, settlement, and judgment) (each, a “Loss”) resulting from any third-party claim that Buyer’s use of the Goods, Services, or Deliverables (“collectively known as **IPR Claim**”) in accordance with this Contract infringes such third party’s intellectual property rights (including but not limited to patent, copyright, trademark or trade secret):
- 10.8.1 **THREATENED INFRINGEMENT:** In the event the Good, Service, or Deliverable is held to, or in Supplier’s opinion, is likely to be held to, infringe any intellectual property rights including but not limited to patent, copyright, trademark, or trade secret as provided above, Supplier will at its option and expense either: (a) modify the Good, Service, or Deliverable to be non-infringing; (b) obtain for Buyer a license to continue using the Good, Service, or Deliverable; (c) substitute the Good, Service, or Deliverable with another program with substantially similar functionality; or (d) terminate this Contract, accept return of the Good, Service, or Deliverable and refund to Buyer the Charges paid by Buyer under this Contract. For Goods purchased under a perpetual license, such refund shall be less a usage charge based on a sixty (60) month straight-line amortisation schedule and for Goods and/or Services purchased under a subscription license, such refund shall be less a usage charge prorated for the remaining subscription term of the subscription license.
- 10.8.2 **INFRINGEMENT EXCLUSIONS:** Supplier will not have any indemnification obligation pursuant to this Contract to the extent a claim is based upon: (a) use of any version of the Good, Service, or Deliverable **other than the then-current, unaltered** version, (provided the infringement would have been avoided by use of a current, unaltered version thereof that has been made available to Buyer); (b) combination, operation or use of the Good, Service, or Deliverable with software not supplied by Supplier if infringement would not have occurred but for such combination; (c) use of the Good, Service, or Deliverable in violation of the terms of this Contract; (d) modification of the Good, Service, or Deliverable by anyone other than Supplier or its representatives; or (e) where Buyer continues to use the Good, Service, or Deliverable after being notified of allegedly infringing activity or being informed of modifications that would have avoided the alleged infringement; . The remedies set forth in this Section 10.8 constitute Buyer’s sole and exclusive remedies and Supplier’s entire liability with respect to intellectual property infringement to the extent permitted by Law.
- 10.9 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.