

# KIN+ CARTA

**THIS AGREEMENT** is made as of 19<sup>th</sup> December 2022

## BETWEEN

- (1) **Trade Remedies Authority** whose registered office is at TRA, North Gate House, Valpy Street, Reading (the "**Client**"); and
- (2) **Kin and Carta UK Limited**, a company registered in England and Wales with company number 01897720 whose registered office is at The Spitfire Building, 71 Collier Street, London N1 9BE, United Kingdom ("**K+C**")

and where referred to in this Agreement collectively referred to as the "**Parties**".

## WHEREAS

K+C is in the business of providing technology consulting. The Client wishes to procure certain services from K+C as set out in Schedule 1 ("Services"). This Agreement sets forth the terms and conditions under which the Client shall procure such services from K+C

## AGREED TERMS

1. **Provision of Services:** K+C will use reasonable endeavours to provide the Services in accordance with Schedule 1 in accordance with good industry practice. Each party shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 to the extent it is applicable. K+C shall at all times act as an independent contractor. K+C shall be free to subcontract, assign or otherwise delegate any of its rights and/or obligations hereunder to an affiliate and/or an approved independent contractor/subcontractor.
2. **Term:** This Agreement shall remain in force for the duration of the performance of the services as set out in the Statement of Work.

## KIN+CARTA

3. **Payment:** K+C will invoice the Client monthly and invoices will be due within 30 days from the invoice date. K+C reserves the right to suspend or terminate services if any undisputed payment becomes overdue by 30 days.
4. **Intellectual Property Rights:** The Client acknowledges and agrees that all property, copyright and all other intellectual property rights (and any amendments, modifications, changes, developments and improvements thereto) to any, but not limited to,, systems, know-how, programming,, software, proprietary information or syndicated data,, processes, confidential information,, inventions, designs and other creative work and material created or developed or acquired or licensed by K+C independently of its obligations to perform the Services under this agreement ("Background IPR") will remain the exclusive property of K+C. However, to the extent any materials are incorporated into the Services ("Deliverables") contain such Background IPR, K+C hereby grants to the Client a non-exclusive, non-transferable, royalty free, licence to use its Background IPR which subsists in the Deliverables, only to the extent necessary for the Client to use the Deliverables for the intended purpose.
5. **Deliverables:** Subject to clause 4, K+C acknowledges and agrees that ownership of all property, copyright and other intellectual property rights in the Deliverables (save for any Background IPR) will, immediately upon K+C's receipt of payment of all Charges due (in accordance with clause 3) vest in and remain the Client's sole and exclusive property. K+C will assist the Client at the Client's expense, in every reasonable and proper way to secure the Client's rights in the intellectual property and any copyrights, patents, trademarks, or other intellectual property rights relating thereto.
6. **Confidentiality:** Confidential Information means any confidential or proprietary information disclosed hereunder by or on behalf of a Party (the "Disclosing Party"), whether or not marked as confidential, including (i) technical information; (ii) information relative to current or proposed business, operations, sales and marketing plans, costs and pricing information; or (iii) the terms of this Agreement. Confidential Information shall exclude all information, which (a) is at the time of disclosure, or thereafter becomes, a part of the public domain through no act or omission of the Party receiving such Confidential Information or its representatives (the "Receiving Party"); (b) was in the Receiving Party's or its representatives' possession as shown by written records prior to the disclosure by Disclosing Party and had not been obtained by Receiving Party either

## KIN + CARTA

directly or indirectly from the Disclosing Party; or (c) was independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party.

Neither Party will be given any right, title, interest or license in or to any Confidential Information except as provided in this Agreement. Each party agrees to: (a) hold any Confidential Information in confidence and to use or disclose the Confidential Information only as is required for its performance under this Agreement, (b) disclose to only those of its employees, affiliates, agents or subcontractors who require such disclosure in order to perform under this Agreement; and (c) protect the Confidential Information that is in its possession or control using at least the same means it uses to protect its own confidential and proprietary information, but in any event, not less than reasonable means. Each Party shall be responsible for any breaches of this Section by its officers, employees, affiliates, agents or subcontractors. Each Party may also disclose Confidential Information required to be disclosed (a) by law, or legal process or (b) to enforce its rights under this Agreement, provided that such Party shall promptly disclose such requirement to the Disclosing Party (to the extent legally permitted) and cooperate with any attempt by the Disclosing Party to contest the order or obtain any protective measures. Each Party, upon the request of the other Party will either evidence the destruction of the Confidential Information in its possession or return such Confidential Information in its entirety to such other Party, at its reasonable discretion.

Any obligation of confidentiality hereunder shall last for a period of one (1) year following receipt by Receiving Party of the Confidential Information.

7. **Liability:** NEITHER PARTY SHALL LIMIT OR EXCLUDE ITS LIABILITY IN RESPECT OF DEATH OR PERSONAL INJURY TO ANY PERSON TO THE EXTENT ONLY THAT SUCH DEATH OR INJURY: IS CAUSED BY ITS NEGLIGENT PERFORMANCE OR NON PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR WHERE TO DO SO IS UNLAWFUL.

SAVE AS STATED IN THE PARAGRAPH ABOVE, NEITHER PARTY SHALL BE LIABLE AT ANY TIME FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE (INCLUDING BUT NOT LIMITED TO ANY LOSS OF PRODUCTION, LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR LOSS OF REPUTATION) HOWSOEVER CAUSED, SUFFERED BY THE OTHER PARTY OR ANY OTHER PERSON. SAVE AS STATED IN THE PARAGRAPH ABOVE IN THIS CLAUSE 7, OR FOR ANY

## KIN+ CARTA

GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, K+C'S LIABILITY FOR DAMAGES ARISING UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED 125% OF THE AGGREGATE AMOUNT OF FEES PAID BY THE CLIENT HEREUNDER.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS WITH RESPECT TO THE SERVICES OR ANY EQUIPMENT OR SOFTWARE PROVIDED HEREIN, AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT ARISE BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE

8. **Termination:** Either party may terminate this Agreement for convenience, without fault or liability, by giving thirty (30) days prior written notice to the other. The Client acknowledges and agrees that, where it terminates this Agreement for convenience, it shall remain liable to pay all Charges and costs incurred by K+C in respect of Services carried out up to the effective date of termination as well as any reasonably incurred, unrecoverable costs related to any early termination of the Services (including any such costs incurred from a third party/subcontractor). This Agreement may be terminated by either Party immediately upon written notice in the event of the other Party's material breach which breach remains uncured thirty (30) days after the breaching Party's receipt of written notice thereof. Failure by the Client to pay two or more Invoices under this Agreement shall be considered a material breach.
9. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

KIN+CARTA

10. **Non-Solicitation:** Neither party shall directly or indirectly during the term of the services, or for a period of 6 months from the end of the services, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any partner, director or employee of the other party who has worked on or been involved with the services. Nothing in this Clause 11 shall prevent any party from offering employment to any such individual who responds to a non-targeted recruitment advertising campaign run by the other party.
11. **Rights of Third Parties:** Nothing in this Agreement shall, nor is intended to, confer any benefit on any third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
12. **Governing Law:** The construction, validity and performance of this Agreement will be governed by the laws of England and Wales and the forum for settling any disputes will be the courts of England.

This Agreement is hereby entered into, signed for and on behalf of each party by their authorised representative below:

<p><b>Kin and Carta UK Limited</b></p> <p>By: _____</p> <p>Nam _____</p> <p>Title: _____</p>	<p><b>Trade Remedies Authority</b></p> <p>By: _____</p> <p>Nam _____</p> <p>Title: _____</p>
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# KIN+ CARTA

## SCHEDULE 1

This Schedule 1 shall incorporate by reference the terms and conditions of the Agreement and shall be made effective on the date it is signed by both Parties.

### 1. PROJECT NAME & KEY DATES

<b>PROJECT NAME:</b>	TRS Technology Consulting – solution strategy
<b>COMMENCEMENT DATE:</b>	03/01/2023
<b>ESTIMATED DURATION OF SOW:</b>	3 months
<b>ESTIMATED COMPLETION DATE:</b>	31/03/2023

### 2. SERVICES DESCRIPTION

- Strategic technical consultancy to explore TRA Commercial Off the Shelf Solution (COTS) capabilities and infrastructure to fit the purpose of the TRA business requirements and future needs, including support to build a tangible business case for TRA board to make a decision on choosing in house TRS delivery, a COTS solution, or a hybrid solution.

### 3. CLIENT DEPENDENCIES

- Timely access to relevant stakeholders and empowered decision makers as required
- Facilitated integration with governance and decision making structures external to the project environment
- Access to relevant documentation and systems as needed
- Timely response to requests

### 4. ACCEPTANCE CRITERIA AND GOVERNANCE

- Deliverables are anticipated to be consultancy and guidance for the TRA and TPX team, relating to the TRS ongoing development business case (anticipated for 1 to 2 days per week). An annotated review with recommendations of the final business case.

### 5. DELIVERY PROCESS

Anticipated 1-3 days per week depending on the needs of the team, until the budget has been fully allocated

# KIN+ CARTA

## 6. RESOURCE PLAN & ESTIMATED CHARGES

The team working under this SOW will be initially composed by the following roles, changes to the composition of the team may be agreed by the Parties and documented through an amendment to the SOW. Changes to the composition of the team may result in a pricing impact.

ROLE	TOTAL DAYS	DAY RATE	TOTAL
Technical Lead			
TOTAL ESTIMATED CHARGES			

Payment terms are thirty (30) days from the receipt of invoices. Charges are excluding VAT. Payment of the above charges will be invoiced at the end of each month on a time and materials basis. Client shall reimburse K+C for expenses which are reasonably and properly incurred by K+C in performing the Services.

## 7. PROJECT REPRESENTATIVES

CLIENT CONTACT	
K+C CONTACT	

## 8. INFORMATION SECURITY REQUIREMENTS:

K+C confirms that individuals working on Client sites and systems have completed agreed staff vetting.

Client requires K+C to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW

## 9. DATA PROTECTION

The parties agree that no data shall be processed under this Agreement – if that changes they will enter into an appropriate DPA.

Any capitalised term herein shall have the same meaning as set forth in the Agreement, unless otherwise specified in this Schedule 1. In the event of a conflict between the Agreement, this Schedule 1 and any other terms, the order of precedence shall be as follows: (i) the Agreement, (ii) this Schedule 1, and (iii) any other terms.