



## AGREEMENT FOR THE PROVISION OF EXPERIAN SERVICES

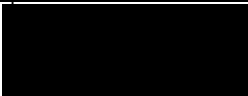



This Agreement is made between:

	<b>"Experian"</b>	<b>"Client"</b>
<b>Full company name</b>	Experian Limited	Department for Business and Trade
<b>Registered office</b> <i>(or, if applicable, principal place of business)</i>	The Sir John Peace Building Experian Way NG2 Business Park Nottingham NG80 1ZZ	Old Admiralty Building,  London,  SW1A 2DY
<b>Company number</b>	653331	Not applicable
<b>Experian reference</b>	006Vp00000F0XPzIAN	

This Agreement shall comprise of the following:

- (i) this signature sheet;
- (ii) the Schedule and any Appendices to the Schedule as set out below ("the Schedule"); and
- (iii) Experian's Terms and Conditions Version 5.0 which are available at <https://www.experian.co.uk/legal-information/terms-and-conditions> (the "Terms and Conditions").

**The Parties acknowledges that they have read and understood the Terms and Conditions and agree to be bound by them as varied by the Schedule. The date of this Agreement shall be the latest date of signature below.**

	<b>Experian</b>	<b>Client</b>
Signature of authorised signatory		
Name		
Position	Sales Director	Head of Commercial, Professional Services
Date	Feb 21, 2025   8:38 AM PST	Feb 21, 2025   4:25 PM GMT

Signed by:



Approved by Experian Commercial Management



## TABLE OF CONTENTS:

<b>Full company name</b> .....	1
Experian Limited .....	1
NG80 1ZZ.....	1
653331 .....	1
006Vp00000F0XPzIAN.....	1
TABLE OF CONTENTS: .....	2
TIMING AND DATES .....	2
FEES.....	3
Fees (model 1).....	3
EXPERIAN SERVICE MANAGEMENT (ESM) .....	3
SUPPLEMENT FOR PUBLIC SECTOR CLIENTS.....	3
SECTION 1: SERVICES .....	6
Analysis & Consultancy for Credit & Risk .....	6
SECTION 2: Other Special terms .....	9
SECTION 3: General terms .....	9
General Terms: .....	10
Updates .....	10
Terms relating to Personal Data: .....	11
Permitted Users: .....	12

## SCHEDULE

### TIMING AND DATES

**Commencement Date:** 21st February 2025

**Live Date:** **31<sup>st</sup> March 2025** (or if earlier the date on which the Services are first available to the Client in a live environment other than for testing purposes).

**Initial Term:** Notwithstanding anything to the contrary in the Terms and Conditions, this Agreement shall be deemed to have commenced on the Commencement Date and shall continue until the later date of either 30<sup>th</sup> June 2025 or until Experian has completed the Services if necessary

**Minimum Notice Period:** Not Applicable



## FEES

Fees (model 1)

**One-off Fees:** £36,500

[REDACTED]

[REDACTED]

[REDACTED]

## EXPERIAN SERVICE MANAGEMENT (ESM)

☒ Core Hours (09:00 – 17:00, Monday to Friday, excluding any UK public holidays)

☐ Optional: Extended Hours for Major Incident Management (24 hours per day, 7 days per week, every day of the year).

The parties agree that the Services shall be supported in accordance with the latest (or named) version of Experian Standard Services Terms at the Commencement Date, available at <https://www.experian.co.uk/legal-information/terms-and-conditions> and the parties shall adhere to the terms and conditions for such support as set out therein.

## SUPPLEMENT FOR PUBLIC SECTOR CLIENTS

These are supplementary Terms and Conditions to the Agreement.

### FREEDOM OF INFORMATION

The Client is a public authority under The Freedom of Information Act 2000 or the Freedom of Information (Scotland) Act 2002 as appropriate ("FOIA"). The Client agrees and undertakes to Experian that (notwithstanding any contrary provision of this Agreement):

1. upon receiving any request about or relating to Experian under the FOIA (including a request relating to this Agreement) or otherwise, it shall give full details of such request to Experian as soon as reasonably practicable;
2. it shall consult with Experian in relation to the response to such request;
3. in considering such a request it shall follow the guidance set out in this table;
4. it shall consider in good faith any comments or suggestions by Experian as to what information should be provided as part of such response.

**Part A: Information that may be disclosed without consulting Experian (although Experian should still be notified of disclosure)**

- Contract and pre-contract information
- The existence of this Agreement



- The Terms & Conditions of the Agreement, unless stated to be not on Experian standard terms. (This Schedule and any attachments cannot be disclosed – see reasons below.)
- The total duration of this Agreement
  - Pricing
- The total value of this Agreement
  - The Services and data provided as part of the Services
- General information that Experian publicly provides to clients/prospective clients on its website and by other means.

**Part B: Information that may not be disclosed without consulting Experian**

Information & whether Client can confirm/deny its existence	FOIA exemption(s)	Explanation
This Schedule, and any attachments to the Schedule. (The Client can confirm the existence of the Schedule.)	Disclosure would prejudice commercial interests.	The Schedule contains various information that is commercially sensitive. The information in question is detailed in the remainder of this table.
Details of the pricing other than the total contract value, such as: how the price is calculated, the individual fees, any discounts given. (The Client can confirm the existence of this information.)	Disclosure would prejudice commercial interests.  The information constitutes a trade secret.  Disclosure would be in breach of confidence.	The pricing for this Agreement has been specifically negotiated with the Client, based on the nature of the Services. The pricing was negotiated on a confidential basis. Experian cannot offer the same pricing to all its Clients. Disclosure would damage Experian's ability to sell similar services as a commercially viable rate and cause Experian to lose its competitive edge.
Information about the Services and data provided as part of the Services that Experian provides to the Client, and which is not made publicly available. (The Client can confirm the existence of this information.)	The information constitutes a trade secret.  Disclosure would be in breach of confidence.  Disclosure would prejudice commercial interests.	This information is the result of high-value investment by Experian into developing its services and constitutes Experian Intellectual Property. If this information became public, it would severely damage Experian. It would allow competitors to reproduce Experian services, causing Experian to financial damage and loss of market position. The information was disclosed to the Client in confidence to allow it to connect to and make the most of the Services.



Information about the Experian business, including staff and structural changes, unless and until Experian makes such information publicly available. (The Client can confirm the existence of this information.)	Disclosure would be in breach of confidence.  Disclosure would prejudice commercial interests.	This information was disclosed to the Client as a result of the relationship of trust that has arisen. Experian is careful about how such information is disclosed. If this information were to be disclosed in response to a FOIA request, this would be likely to cause damage to investor and supplier confidence in Experian, and could affect relations between Experian and its employees.
The Terms & Conditions of the Agreement, because they have been amended following negotiation with the Client. (The Client can confirm the existence of the Agreement.)	Disclosure would prejudice commercial interests	Experian has made various amendments to the Terms & Conditions that it would not normally agree to and which are specific to the Client. Disclosure would harm Experian's negotiating and commercial position in the market place.



**This Schedule is divided into the following sections:**

**Section 1 (Services):** Details of the Services being provided under this Agreement, including the contractual terms which apply to only those individual Services (and not others under this Agreement).

**Section 2 (Other Special terms):** Contractual terms which apply to multiple Services being provided under this Agreement. The individual Services to which these contractual terms apply are listed under each term.

**Section 3 (General Terms):** Contractual terms applicable to all Services being provided under this Agreement.

**SECTION 1: SERVICES**

Analysis & Consultancy for Credit & Risk

(PD150519)

**Description of the Services:**

**a. Description of the Services**

- To run a Pathfinder on a subset of local authority Covid grants to identify whether a business was active and trading on 11<sup>th</sup> March, 2020 and is currently trading to support DBT's assurance checks of Local Authority Covid grants.

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Services parameters:**

Not applicable

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Description	Yes/No
Experian acting as a Processor	Yes
Experian and the Client acting as Controller	Yes

	[REDACTED]
[REDACTED]	[REDACTED]
	[REDACTED]
[REDACTED]	[REDACTED]
	[REDACTED]
[REDACTED]	[REDACTED]
	[REDACTED]
[REDACTED]	[REDACTED]
	[REDACTED]
[REDACTED]	[REDACTED]
	[REDACTED]



Experian and the Client acting as Data Controller:

Identity of Controller sharing Personal Data	Type of Shared Personal Data being shared from the Data Asset	Personal Data being shared from the Data Asset	Describe how the Personal Data will be transferred	Lawful grounds for processing by the Controller sharing the Personal Data
Experian	Proprietor name / address;  Non Limited Business Data	Proprietor name / address  Name, address of Non limited	Proprietor name / address  Name, address of Non limited	Legitimate Interest
Client	Proprietor name / address;  Non Limited Business Data	Proprietor name / address  Name, address of Non limited	Proprietor name / address  Name, address of Non limited	Legitimate Interest





SECTION 2: Other Special terms

[Redacted text block containing multiple lines of blacked-out content]

[Redacted text block containing three lines of blacked-out content]

[Redacted text block containing multiple lines of blacked-out content]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### Terms relating to Personal Data:

1. [REDACTED]

[REDACTED]

[REDACTED]

#### Definitions:

**“Data Subject”** means the definition specified in the Data Protection Legislation;

**“Shared Personal Data”** means in the context of this section, the Personal Data that is being shared on a Controller-to-Controller basis and not any other Personal Data (as defined elsewhere in the Agreement).

1. The Controller sharing the Shared Personal Data acknowledges and agrees that the Data Subjects have been made aware of the intention to share Shared Personal Data.



2. Each party shall be a Controller of the Shared Personal Data and shall make its own assessment as to how it will satisfy the obligations of a Controller under the Data Protection Legislation including establishing its own grounds for Processing the data.
3. The receiving party shall always comply with all Data Protection Legislation in connection with the exercise and performance of its rights and obligations under this Agreement.
4. Pursuant to the Data Protection Legislation, each party confirms that when acting as a Controller:
  - it has implemented procedures in place for dealing with individual rights;
  - 4.1 it is responsible for responding to any data subject access requests it may receive; and
  - 4.2 it shall forward any data subject access requests it may receive which relate to the other party's processing activities to the other party without undue delay.
5. The parties intend to share the Shared Personal Data under this Agreement as indicated in Section 1 (Services) under the relevant Service under the clause entitled "Personal data processing".
6. The parties have determined that the aim of sharing the Shared Personal Data is to enable (as applicable) (i) the right to receive the Services; or (ii) the obligation to perform the Services, in accordance with this Agreement.
7. The parties have determined that the benefits to be derived by Data Subjects and/or society from sharing the Shared Personal Data are those associated with the receipt and performance of the Services (as applicable), including any set out in the Permitted Purpose.
8. Each party will:
  - 8.1 deal with individual rights and access (for example, dealing with Data Subject requests) in accordance with its own procedures and compliance documentation; and
  - 8.2 implement its own governance procedures (including security arrangements, data accuracy, retention, and deletion etc.).
9. Each party shall nominate key contacts for ensuring compliance for that party's obligations under this Agreement and make those details known to the other party upon request.

### Permitted Users:

**Part A** – Applicable to all Permitted Users identified in the relevant subsections "Permitted Users" in Section 1 above.

1. For the purposes of this Agreement, the Permitted User Rights shall be (as indicated in the relevant subsections "Permitted Users" of Section 1 hereto) EITHER the "Right to Benefit" which means the right for the Client to use the Services in accordance with the terms of this Agreement on behalf of the Permitted User, so that the Permitted User gets the benefit of the Services, OR the "Right to Receive" which means the right for the Client to make the Services available to the Permitted User so that the Permitted User can receive and use the Services directly subject always to the terms of this Agreement.
2. If at any time the Client wishes to add further Permitted Users to the list specified in the relevant subsections "Permitted Users" of Section 1 hereto, the Client shall provide details of such companies to Experian in writing and such request shall be dealt with as a variation to this Agreement.
3. The Experian Materials licensed under this Schedule may be used by the Client and/or the Permitted User(s) for processing the Client's or the Permitted User's own data for its own internal business purposes only. Such Experian Materials may only be used at the Client's premises or those of a Permitted User. Under no circumstances shall any other third party be given access to or use of the Experian Materials or any part of them.



**Part B** – Applicable to a Permitted User, identified in the relevant subsections “Permitted Users” in Section 1 above, that is not a Group Company of the Client (“**Third Party Permitted User**”)

1. The Third Party Permitted User may only benefit or receive and use the Services (i) in accordance with the terms of the Agreement including the Permitted Purpose, (ii) solely for the purpose of providing services to the Client or any other Permitted User which is a Group Company of the Client pursuant to a written Agreement which includes all of the relevant provisions of the Agreement (in accordance with Clause 19, as varied by the provisions below) (together the “**Access Conditions**”).
2. If any Access Condition ceases to be met, any associated Permitted User Rights shall automatically terminate (without further notice and without liability to Experian) on the date that such Access Condition ceases to be met.
3. The Client shall notify Experian as soon as reasonably practicable if the Third Party Permitted User ceases to be entitled to the Permitted User Rights and will be considered an Ex-Permitted User for the purposes of Clause 19.
4. To the extent permitted by law, Experian accepts no liability, and disclaims any and all liability it may have, to the Third Party Permitted User in relation to the Permitted User Rights provided to the Third Party Permitted User under this Agreement. The Third Party Permitted User shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any terms of this Agreement, and the provisions of Clause 19.1.2 shall not apply to the Third Party Permitted User.

**\*END OF SCHEDULE\***