



AGREEMENT FOR THE PROVISION OF EXPERIAN BANK WIZARD SERVICES HOSTED

This Agreement is made between:

	“Experian”	“Client”
Full company name	Experian Limited	Department for Education
Registered Office (or, if applicable, principal place of business)	The Sir John Peace Building Experian Way NG2 Business Park Nottingham NG80 1ZZ	20 Great Smith St Westminster London SW1P 3BT
Company number, if applicable	653331	N/A
Contract Number	EXP8673	
Experian Reference	0060H00000m14xkQAA	

This Agreement shall comprise the following:

- (i) This signature sheet; and
- (ii) The attached Schedule (“the Schedule”) and any Appendices to the Schedule; and
- (iii) Experian's Terms and Conditions Version 4.4 (“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 attached. The date of this Agreement shall be the latest date of signature below.

	Experian	Client
Signature of authorised signatory	 <small>Andrew Turner (Mar 19, 2019)</small>	 <small>Katrina A Hall (Mar 21, 2019)</small>
Name		

Position	Head of Sales	Head of Strategic Operations
Date	Mar 19, 2019	Mar 21, 2019

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SCHEDULE SECTION 1: CONTRACT INFORMATION

SERVICES DESCRIPTION		
Professional Services (Consultancy):	The terms relating to the provision of Professional Services, including current rates for Additional Services, can be found at <a href="http://www.experian.co.uk/identity-and-fraud/terms-andconditions.html">http://www.experian.co.uk/identity-and-fraud/terms-andconditions.html</a> and are incorporated by reference.	<input checked="" type="checkbox"/>
Bank Wizard Services:	<input checked="" type="checkbox"/>	
	<p style="text-align: center;">BANK WIZARD® HOSTED</p> <p style="text-align: center;">An Experian hosted API service providing access to the following:</p>	
	<p>Bank Wizard 3 Validation Validates that bank account sort codes and account numbers are in the correct format and could exist and returns error messages where validation is unsuccessful</p> <p>Bank Wizard 3 Faster Payments Confirms that a bank account supports Faster Payments</p> <p>Bank Wizard 3 Roll Number Validation Module (RNV) Validates that bank account sort codes, account numbers and roll numbers (typically provided by building societies and credit unions with the standard sort code and account number) are in the correct format and could exist and returns error messages where validation is unsuccessful</p>	
Documentation	Bank Wizard Hosted Implementation Guide	
Supported Location:	Department of Education Triumph Road Nottingham NG1 1DH	
Supported Hours:	Standard Support Application Support to be provided between 0900 and 1700 hours (UK time) on Working Days.	

<b>Support Terms:</b>	<p><b>Application Support:</b></p> <p>Experian will use its reasonable endeavours to maintain the Services and to keep it operating effectively. Experian provides telephone support during the Standard Support hours. This support is designed to keep the Services operational, and to assist you in briefly analysing and explaining the results gained from using the Services. For the avoidance of doubt, it is not designed to operate as an in-depth consultancy service providing detailed analysis and/or management information.</p>
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<b>TIMING AND DATES</b>	
<b>Commencement Date:</b>	30 <sup>th</sup> March 2019
<b>Live Date:</b>	1 <sup>st</sup> May 2019 (or if earlier the date on which the Services are first available to the Client in a live environment other than for testing purposes).
<b>Initial Term:</b>	The period from the Commencement Date until the date which is 1 year after the Live Date.
<b>Minimum Notice Period:</b>	12 months
<b>Contract Year:</b>	For the purpose of this Agreement “Contract Year” means a 12 month period commencing on the Live Date and on each anniversary of the Live Date.

**SECTION 2: FEES**

<p><b>FEES</b></p> <p>(all fees exclusive of VAT)</p>
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<p style="text-align: center;">Set Up/Development Fees:</p> <p>Set Up Fee: £1,000.00</p> <p>To be invoiced on the Commencement Date.</p>	<p style="text-align: center;">Fees Subtotal</p> <p style="text-align: right;">£1,000.00</p>
<p style="text-align: center;">Fixed/Recurring Fees:</p> <p>Annual Licence Charge: £1,500.00</p> <p>To be invoiced on the Live Date and on each subsequent anniversary of the Live Date.</p>	<p style="text-align: right;">£1,500.00</p>
<p style="text-align: center;">Transactional Fees:</p> <p>7,200 Validation Checks per Contract Year @ £0.25 per Check</p> <p>The Transactional Fees will be invoiced on the Live Date and at the start of each subsequent Contract Year. Any of the 7,200 Validation Checks, not used within each Contract Year may not be carried over and any option to use them will expire with no refund due.</p>	<p style="text-align: right;">£1,800.00</p>
<p><u>Transactional Fees Sub Total: £1,800.00</u></p> <p>Subsequent Validation Checks will be invoiced annually in arrears @ £0.30per Check</p>	
<p style="text-align: center;">Professional Services Fees:</p> <p>Professional Services 4 days of Consultancy @ £1,195.00 per day</p> <p>Professional Services Sub Total: £4,780.00</p> <p>To be invoiced on the Commencement Date.</p>	<p style="text-align: right;">£4,780.00</p>
<p style="text-align: center;">TOTAL AMOUNT TO BE INVOICED ON COMMENCEMENT DATE:</p>	<p style="text-align: right;">£5,780.00</p>

TOTAL AMOUNT TO BE INVOICED ON THE LIVE DATE AND ON EACH ANNIVERSARY OF THE LIVE DATE: e.g. Transactional Fees + Annual Licence Fees	£3,300.00
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MINIMUM FEE
Not applicable.

**SECTION 3: FURTHER CONTRACTUAL PROVISIONS**

PERMITTED GROUP USERS
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IDENTITY OF PERMITTED GROUP USERS AND PERMITTED GROUP USER RIGHTS
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Company Name	Registered Office Address	Registered Company Number	Right To Benefit	Right To Receive
None at the Commencement Date	Not applicable.	Not applicable.	<input type="checkbox"/>	<input type="checkbox"/>

For the purposes of this Agreement, the Permitted Group User Rights shall be (as indicated above) 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 Group User, so that the Permitted Group 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 Group User so that the Permitted Group User can receive and use the Services directly but in accordance with the terms of the Agreement.

If at any time the Client wishes to add further Permitted Group Users to the above list, the Client shall provide details of such companies to Experian in writing and such request shall be dealt with as an amendment to this Agreement.

Agreed Scope of Use
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<u>In relation to Bank Wizard Hosted the agreed scope of use is as follows:</u>	
Bank Wizard will be hosted by Experian and accessed through 1 business applications as detailed below by the Client’s business:	
Application details	Transaction volumes
Payments	Up to 7,200 Direct Debits and Direct Credits per annum

Terms which relate to Bank Wizard Hosted:

Bank Wizard Hosted will be primarily used for Domestic validation of account details for the following countries ('Country Data Licensed Countries');

EU: United Kingdom

SECTION 4: SPECIAL TERMS AND CONDITIONS

BANK WIZARD HOSTED	
"Certification Authority"	means a registrar nominated by Experian to issue and authorise Client ID;
"Check"	means any occasion upon which the Services are accessed for the purpose of making a Validation Check in accordance with the agreed scope of use contained within this Schedule;
"Client ID"	Means in relation to Bank Wizard Hosted the Client's Digital Certificate issued by Experian;
"Country Data"	(Unless otherwise stated) the data within the Services in respect of a named country;
"Country Data Licensed Countries"	The countries in respect of which Country Data is available to the Client, as set out in the Schedule.
"Digital Certificate"	means credentials issued in the form of a digital identity certificate by a Certification Authority on behalf of Experian for the purposes of authenticating a customer to the Services;
"Faster Payments"	means the payment infrastructure sponsored by the BACS Operating Company and VocaLink which enables primarily internet and telephone banking payments and standing orders to be processed in near real time. The licence granted entitles the Client to make use of the enhanced validation present within Bank Wizard Hosted for Faster Payments for the purposes of determining branch and account level faster payments support for a given set of account details.

	<p>Although the Faster Payments validation functionality is available within the Experian Software, the Client will only be able to make use of such functionality subject to the following caveats;</p> <p>VocaLink making available releases of the extended Industry Sort Code Directory (“eISCD”) in an appropriate format and with regular updates including Faster Payments details;</p>
“Transactional Fees”	means usage based Charges made by Experian in respect of the Checks made by the Client to the Services.
“Unauthorised Use”	includes any use of the whole or any part of the Services that is not carried out by competent, trained persons for the processing of data for legitimate business purposes in accordance with the terms of this Agreement, or use of the Services which is inappropriate, fraudulent or illegal;
“Validation Check”	means any occasion upon which the Services are accessed using the Client ID in order to standardise and modulus check domestic and/or international bank account numbers and retrieve all available bank and branch information in accordance with the agreed scope of use contained within this Schedule;
<ol style="list-style-type: none"> <li>1. In order to access and use the Services, the Client shall ensure that it has a suitable internet connection or other telecommunication link for such use as specified by Experian from time to time, and the Client is responsible for the cost of a suitable internet connection and telecommunication link, telecommunication charges and internet service charges for use.</li> <li>2. The Client acknowledges that in order to use the Services the Client must have a valid Client ID.</li> <li>3. Whilst Experian will use its reasonable endeavours to maximise the hours of availability of the Services it cannot guarantee its availability.</li> <li>4. The Client acknowledges that the Client ID will be verified by the Services each time the Client accesses it, and that access may be denied in accordance with the provisions of this Agreement.</li> <li>5. The Client shall be solely responsible for any access or attempted access to the Services made using the Client ID issued to it and shall be responsible for any usage whether or not such usage was authorised by it.</li> <li>6. The Client acknowledges that the Verification Checks carried out within the Services result in the return of information indicating how closely the information provided by the Client matches the data held by Experian, and that the Client shall not be provided with Experian’s data relating to the bank account verified. It is the Client’s responsibility to determine what action to take in respect of the information returned by the Services.</li> <li>7. The Client acknowledges that the Services may contain devices that enable Experian to monitor and/or audit the use of the Services and, for the avoidance of doubt, the presence of such devices and the ability to monitor use of the Services alone shall not constitute notice to Experian of all or any breached of this Agreement by the Client.</li> </ol>	

8. The rights of Experian to withdraw or suspend access to the Services under this Schedule are without prejudice to the rights set out in the termination Clause of the Terms and Conditions.
9. In addition to the suspension and termination rights contained within the Terms and Conditions and this Schedule, Experian shall be entitled to withdraw or suspend access to the Services by the Client in the following situations:
  - a. non-compliance by the Client with the payment provisions of this Agreement or this Schedule;
  - b. use of the Services outside the Permitted Purpose;
  - c. Unauthorised Use of the Services;
  - d. Non-compliance by the Client with the DPA or GDPR as appropriate.
10. If Experian suspends or withdraws access to the Services under paragraph 9 above, the Client shall not be entitled to any refund of any Fees paid in advance.

The following provisions contained in paragraphs 11-13 shall apply in addition to the Data Protection Clause of the Terms and Conditions.

11. The Client acknowledges that, subject to the provisions of the DPA or GDPR as appropriate, Experian may use any Personal Data provided by the Client and disclose such Personal Data to third parties including without limitation banks and account holders where Experian, acting reasonably, believe that such disclosure will assist with the prevention or detection of fraud or other crime.
12. Experian may retain records of Checks made by the Client for a period of 12 months for audit and monitoring purposes, which may include Personal Data relating to the Client's staff and customers.
13. Experian shall make such management information available to the Client in relation to the use of the Services as is specified from time to time by Experian, and may make a charge for the provision of such information.

THE CLIENT'S ATTENTION IS DRAWN TO THIS SECTION 'SPECIAL TERMS'

#### SPECIFIC TERMS RELATING TO BANK WIZARD SERVICES

##### Definitions:

**Annual Licence Charge** An annual sum in respect of each of the Services licensed under the terms of this Agreement and the Support (if any), the amounts and payment dates being described in the Schedule;

**Supported Location** The location at which Support will be provided in respect of the Services as set out in the relevant part of the Schedule.

- 1.1. Unless stated in the Schedule, all Fees specified shall be exclusive of all reasonable out of pocket expenses, which shall, where agreed by the Client, be payable in addition by the Client. Experian shall provide receipts or other reasonable evidence to the Client of all out of pocket expenses
- 1.2. Unless otherwise stated in the Schedule the Client shall accept the Services upon the first access to the Services using the Client ID provided to the Client.

1.4 The Client agrees to be referenced as an Experian customer and will allow, upon specific Experian request and following Client's availability, site visits from Experian customers and prospects, if not Client's direct competitors. The Client agrees to be referenced as an Experian case study and will allow Experian to publish articles or other materials, related to the use of the Services and Services that will be submitted to the Client for its specific authorisation.

1.5 The Client acknowledges and agrees that in the event that it acquires the business (all or part) of and/or control of and/or merge with any other client (for the purpose of this paragraph a "Third Party") of Experian to whom Experian provides its services (such event being for the purpose of this paragraph a "Takeover Event") or is itself the subject of a Takeover Event, then any provision of, as the case may be, such agreement that the Third Party Client has with Experian or of this Agreement which relates to applicable fee rates, period of agreement and/or minimum fees payable, remains in effect and will not be prejudiced by the Takeover Event.

\* END OF SCHEDULE \*