



THE ECONOMIST GROUP BULK SUBSCRIPTION AGREEMENT

Date: 17/10/2023

CLIENT: Department for Business & Trade
CLIENT CONTACT: [REDACTED]
CLIENT CONTACT ADDRESS: [REDACTED]
CLIENT CONTACT EMAIL/PHONE: [REDACTED]
ORDER NUMBER: 327651
PURCHASE ORDER (if necessary):
VAT/GST NUMBER (if necessary):
THE ECONOMIST ACCOUNT MANAGER: [REDACTED]

This Agreement is entered into by and between Client (defined above) and The Economist Newspaper Limited ("The Economist"), publisher of *The Economist* newspaper, *The Economist* online and other applications and websites, with its regional offices at [REDACTED], United Kingdom in relation to access to Economist Content described below. Client enters into this Agreement for itself and on behalf of each user ("Authorized Users") given access to Economist Content under it (as defined below).

For subscriptions to Economist Content: The Terms of Use available at <http://www.economist.com/legal/terms-of-use> are incorporated herein and form an integral part of this Agreement; however, the following sections of the Terms of Use shall not apply to this Agreement, which are the sections titled: Renewal, Cancellation, How to Cancel and Gift Subscriptions. All other terms within the Terms of Use shall apply. The Terms of Use govern the access to and use by each Authorized Users of all Economist Content provided hereunder, which, for the avoidance of doubt, includes: (i) *The Economist* online, at www.economist.com, or any other website made available under this Agreement (including The Economist audio edition) (the "Site"), and (ii) any digital application made available under this Agreement (each a "Digital Application"). In the event of a conflict between the Terms of Use and this Agreement, this Agreement shall control.

The content of *The Economist* is the intellectual property of The Economist and its licensors ("Economist Content"). You may not reproduce or allow anyone to reproduce any Economist Content or to use or reproduce any trademarks (such as "The Economist" name and logo or other trade names) appearing therein without written permission from The Economist.

The Client shall ensure that each Authorized User fully complies with the terms of this Agreement (including the Terms of Use) and the Client shall be responsible to The Economist for any failure to comply. References in the Terms of Use to "you" and "your" shall be understood to refer to the Client and each Authorized Users; and references to "we" to The Economist.

For any account, technical or other questions associated with the subscription, Client and Authorized Users shall direct such questions to The Economist Account Manager specified above, at the following contact details:

Email: [REDACTED]

1.) Economist Content

The Economist shall grant Client access to the following Economist Content:

<u>Economist Content</u>	<u>Number of Authorised Users</u>	<u>Total number of frequent users</u>	<u>Method of Access</u>	<u>Rate Per User</u>	<u>Estimated Start Date</u>	<u>Term of Access (24 months in total)</u>
Access to a group subscription provisioned to end users through a corporate email domain	[REDACTED]	[REDACTED]	Domain entitlement	[REDACTED]	19/10/2023	12 Months
Access to a digital and print group subscription to end users through known credentials	[REDACTED]	[REDACTED]	Pre-registration + Print Edition	[REDACTED]	19/10/2023	12 Months



Access to a group subscription provisioned to end users through a corporate email domain	■	■	Domain entitlement	■	19/10/2024	12 Months
Access to a digital and print group subscription to end users through known credentials	■	■	Pre-registration + Print Edition	■	19/10/2024	12 Months

2.) Authorized Users

Authorized Users shall mean:

- the total number of individual Authorized Users of either: (i) current employees of Client; or (ii) (in the case of academic institutions) current faculty, students and staff of Client permitted to access the Economist Content via assigned digital subscription to the Site, any Digital Application and/or weekly print copy (as described below) in accordance with the Terms of Use.
- Where reasonable, Client must inform The Economist of any changes to the total number of Authorized Users, such as, but not limited to, if an Authorized user is no longer employed or a student of Client.
- Where reasonable, Client should advise The Economist if an Authorized User's access is to be deactivated.

3.) Method of Access

Client shall be permitted to access the Economist Content using one or more of the methods listed in this section as specified in the table above.

- Pre-registration, whereby each Authorized User's first name, last name and email address is provided by the Client and added to the Client's subscription by The Economist. Once added, an Authorized User will need to set a password in order to access the subscription. For the avoidance of doubt, Pre-registration details and Authorized User passwords are non-transferable, meaning that once Pre-registration details are assigned to an Authorized User they cannot be transferred to another person. Once assigned, it will be deemed to have been used by Client.
- Domain entitlement, whereby each Authorized User individually registers on the Site using the email domain(s) provided by the Client. Once registered, a user will need to validate their email address in order to access the subscription.
- Access code, whereby each Authorized User individually registers on the Site using an assigned subscription access code. The Economist will provide the Client with access codes which are then assigned to the appropriate recipient at the Client's discretion. For the avoidance of doubt, access codes are non-transferable, meaning that once an access code is assigned, it cannot be transferred to another person.
- Pre-registration + Print Edition, whereby each Authorized User's first name, last and email address is provided by the Client and added to the Client's subscription by The Economist. Once added, an Authorized User will need to set a password to access the subscription. In addition, the Authorized User shall receive a weekly print copy of The Economist newspaper. Print copies shall be mailed to the Authorized User at the physical address provided by the Client.
- Single Sign-On (SSO), whereby each Authorized User is permitted access to the Site and Digital Application(s) using their organisation's login credentials via an authenticated Single Sign-On connection between the Client and The Economist, and/or a third party identity provider.

4.) Term of Access

The Economist shall grant such access from the date access is initially provided to Client ("**Estimated Start Date**") for the period specified above (the "**Term of Access**"). The Economist may terminate this Agreement with immediate effect in the event of a breach by Client or any Authorized Users of this Agreement (including the Terms of Access) or otherwise in accordance with its terms. Client agrees that should it issue a purchase/insertion order or any other purchasing document, whether before or after the date of this Agreement, any terms that may apply to that document will not supersede, amend or form part of this Agreement and will be disregarded, whether or not such document is signed by The Economist.



5.) Access Fee

Client will pay the following fee(s) to The Economist within 30 days of date of invoice:

Invoice Date (date from which The Economist may issue an invoice to Client)	Amount
Upon Client's signature of this Agreement Invoice Immediately Invoice on 19 th October 2024	GBP 15,100.00 GBP 24,915.00
Total	GBP 40,015.00

Invoices will be sent to Client at the following contact details:

Department for Business & Trade
DBT - Department for Business and Trade
C/O UK SBS
Queensway House, West Precinct, Billingham, TS23 2NF United Kingdom

Accounts payable email address: ap@uksbs.co.uk

6) Data Protection

1. It is agreed that in this section;

1.1 **"Data Protection Law"** means all laws relating to privacy and data protection applicable to a Party including but not limited to (a) the General Data Protection Regulation (EU 2016/679) ("GDPR"); and (b) the UK GDPR (as defined in section 3(10) of the UK Data Protection Act 2018), as well as all laws implementing each of the above, as amended, updated or replaced from time to time.

1.2 **"Shared Personal Data"** means the personal data of Authorized Users to be shared by the Parties in connection to the Agreement.

1.3 The following terms **"controller"**, **"joint controllers"**, **"data subject"**, **"personal data"**, **"process"** and **"processing"**, **"SCCs"**, **"supervisory authority"** and **"third country"** shall have the same meanings as ascribed to them under Data Protection Law.

2. The Parties agree they are separate and independent controllers and that each Party shall comply with its obligations under Data Protection Law.

3. Where the Client transfers Shared Personal Data with The Economist or an Authorized User signs up to The Economist directly, it shall ensure that:

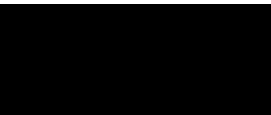


3.1 There is an appropriate legal basis under Data Protection Law. Where relevant, if an account is held by a secondary school or similar educational institution and the account involves the processing of Children's Data as defined by Article 8 of the UK GDPR, the Client is responsible for obtaining parental or guardian consent.

3.2 If the transfer of Shared Personal Data involves a transfer to a third country for which an applicable adequacy decision does not exist, the SCCs shall be incorporated by reference into the Agreement. The Parties agree that The Economist is the Data Importer and the Client is the Data Exporter.

4. Each Party's total liability to the other Party in respect to a breach of this clause shall not exceed £50,000. Each Party shall indemnify the other Party against all liabilities, costs, expenses, damages and losses (including professional costs and expenses) suffered or incurred by the other Party arising out of or in connection with any breach of this clause 6.



The individuals signing on behalf of the respective parties are duly authorised and have the authority to sign this Agreement.

**Authorised Signator
For The Economist** 
Signed: _____
By:  _____
Title:  _____
Date: 3/11/2023 _____

**Authorised Signator
For Client** 
Signed: _____
By:  _____
Title:  _____
Date: 3/11/2023 _____