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BY EMAIL ONLY

For the attention of Julian Neilson at julian.neilson@eastriding.gov.uk

18 August 2020

Dear Sirs

Terms of Engagement - CFO Insight Subscription

1 Introduction

This letter, together with our standard terms and conditions version T&C 04-20 (referred to in further detail in paragraph 8 below) (the **Terms and Conditions**), sets out the basis on which Grant Thornton UK LLP (**Grant Thornton**) will provide the services set out below (the **Services**) and deliverables set out below (the **Deliverables**) to East Riding of Yorkshire Council (the **Client**) in connection with your analysis of financial, economic, social and environmental data through the CFO Insights platform (the **Purpose**).

- 1.1 Words and phrases defined in paragraph 1.1 of the Terms and Conditions will have the same meanings in this letter.

2 Services to be provided

- 2.1 You are subscribing for an initial 36 month period (**the Initial Term**) to the Services, starting on the date on which we notify you that you have access to the Services, which entitle you to the Deliverables :

Services:

- use of the CFO Insights platform (the **Online Services**) for up to 10 named users (the **Users**)
- an initial training session for Users and an induction pack and user manual explaining the key features of the Online Services
- access to the CFO Insights helpline by telephone or email during the hours of 09:30 to 17:30 local UK time on business days (which will exclude weekends and public holidays in the UK)
- membership of the CFO Insight members network, which will provide the opportunity to attend occasional workshops and updates on the latest research and developments
- up to 7.5 hours of screen time support

Deliverables

- any document, download, table, map, plan, diagram, design, jpeg, data or picture produced or provided as a result of a User's use of the Online Services (the **Deliverables**).
- 2.2 The term of our engagement will automatically be extended for a further 12 month period provided the Subscription Renewal Fee (as defined in paragraph 4.3 below) is paid prior to the end of the Initial Term.
- 2.3 Further analyses of data or other material beyond that supplied in the Services and/or the Deliverables will be supplied at an agreed additional fee. Any changes or additions to the Services and/or the Deliverables should be by mutual agreement and confirmed in writing.
- 2.4 This agreement shall not prevent Grant Thornton from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

3 Confidentiality

- 3.1 Our Services and Deliverables will be provided to you. We stress that our Services, Deliverables and other communications are confidential and made available to you only. Provided that the source of such items is clearly attributed in the Document (as defined below), you may include:
- 3.1.1 the Deliverables (in whole or in extract), in reports, documents, communications or materials (each a **Document**) for your internal circulation only, which will not be published, distributed, circulated and/or made available to any third party; and/or
- 3.1.2 the Deliverables (in extract only) in a Document which may or will be published, distributed, circulated and/or made available to third parties PROVIDED THAT such Document has not been prepared at the request of or commissioned by any third party and/or for which you shall not receive any payment in relation to.
- 3.2 You will procure that any User and any third party provided with a Document which includes or references the Deliverables and/or any of its content pursuant to paragraph 3.1 above (the "Third Parties") will keep the parts of the Document relating to the Deliverables confidential and will not disclose it to any other third party.
- 3.3 You shall ensure that your login details to use the Online Services are kept confidential at all times. We may cancel your login details and issue you with new login details at any time.
- 3.4 You shall immediately notify us of the termination of your employment with any individual or User who has or has had access to the Online Services or is aware of your login details to use the Online Services.

4 Fees

- 4.1 Our subscription fee (excluding VAT) for providing the Services and the Deliverables during the Initial Term will be £37,500 (the **Initial Fee**) £12,500 per annum.
- 4.2 The first instalment of £12,500 of the Initial Fee is payable upon your acceptance of this Engagement Letter together with the Terms and Conditions. The second and third instalments of £12,500 each of the Initial Fee will be payable upon the relevant annual anniversaries of your acceptance of this Engagement Letter. If you wish to subscribe for an additional 12 month period, the Subscription Renewal Fee is payable prior to the end of the Initial Term Our fees, plus VAT, will be paid by you.
- 4.3 A subscription fee relating to an additional 12-month period will be notified to you by us during the final 3 months of the Initial Term (the **Subscription Renewal Fee**). If you wish to subscribe for an additional 12 month period, the Subscription Renewal Fee is payable prior to the end of the Initial Term.
- 4.4 Our fees, plus VAT, will be paid by you. Our fee payment terms are set out in the Terms and Conditions.

5 Undertakings

- 5.1 You undertake that:
- 5.1.1 you shall permit us to audit the Services in order to establish compliance with this Agreement;
- 5.1.2 you and the Third Parties shall not use the Services or Deliverables to build a product or service which competes with the Services and/or the Deliverables;
- 5.1.3 you shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Deliverables and, in the event of any such unauthorised access or use, promptly notify us; and
- 5.1.4 the Services and Deliverables shall not be supplied, sold, rented, sublicensed leased, used, downloaded, accessed, copied, disseminated, distributed, circulated, published, displayed, reproduced or otherwise exploited whether for profit or otherwise, except as expressly set out in this Agreement. Should the copying of the Deliverables be required for any additional reason, you must obtain our prior written consent.
- 5.1.5 you shall ensure that the Users use the Services and/or the Deliverables in accordance with this Agreement and shall be responsible for any User's breach of this Agreement.

6 Limitation of liability

- 6.1 Our liability in connection with this engagement shall be limited on the basis set out in the Terms and Conditions, to a maximum aggregate amount of the amount paid by you in respect of the total subscription fee (excluding VAT and expenses) in the relevant 12 month period of the Agreement and, subject to that cap, to that part of any loss suffered which is proportional to our responsibility.
- 6.2 The data used in the Online Services and which will be incorporated into the Deliverables has been provided by third parties. We will not verify the accuracy or completeness of any such data. There may therefore be errors in such data which could impact on the content of the Deliverables. No warranty or representation as to the accuracy or completeness of any such data or of the Deliverables is given nor can any responsibility be accepted for any loss arising therefrom.
- 6.3 You are solely responsible for assessing whether the Services and the results of the Services would meet their specific requirements or fulfil a specific purpose, even if such requirements or purpose are specified by you.
- 6.4 We shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services and the Deliverables may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Grant Thornton does not warrant that your use of the Services and/or the Deliverables will be uninterrupted .
- 6.5 You agree not to bring any claims in respect of the Services, the Deliverables, the data used in the Deliverables and/or this Agreement against any parties other than us.

7 Data Protection

- 7.1 We may need to Process Personal Data about you and individuals associated with you (such as clients, staff, trustees and others), which could include the following: personal identification and contact details, employment related information or financial data. We will hold the Personal Data as Data Controller. Our privacy notice on our website (www.grantthornton.co.uk/en/privacy) contains further details as to how we may use, process and store Personal Data.

8 Additional Terms and Conditions

- 8.1 The additional detailed Terms and Conditions, version: T&C 04-20, available from the "Terms and conditions" link at the bottom of our website (www.grantthornton.co.uk) apply to the Services as if they were set out in this Engagement Letter and should be read and understood in conjunction with it as they form an important and integral part of the overall terms of our Agreement, subject to the following

amendments and any other amendments set out in this Engagement Letter, which shall prevail over the Terms and Conditions:

- 1 Clause 8.2 shall be amended as follows: 30 days' notice – subject to clause 8.1, we may serve 30 days' written notice to terminate this Agreement.
- 2 In addition to the termination provisions set out in the Terms and Conditions (as amended pursuant to sub-paragraph (1) above), we may terminate the Agreement immediately by notice in writing to you if at any time a third party fails to or it is reasonably anticipated by us that they will cease to provide us with data or software used in providing the Online Services which has a material impact on our ability to provide the Services or any part thereof.
- 3 Upon termination pursuant to sub-paragraphs (1) or (2) above, we shall refund to you an amount to cover the number of months paid for (as part of the annual fee) but for which the Service was no longer supplied, but will have no further liability to you. The refund shall be calculated as being one twelfth of the annual fee paid times the number of full or partial months outstanding in the subscription period with no further liability to us.

8.2 A copy of our Terms and Conditions is available upon request.

9 Acceptance of terms

9.1 We should be grateful if you would confirm your instructions and your agreement to the terms on which we will undertake the Services by signing and returning the enclosed copy of this Engagement Letter.

Yours faithfully



GRANT THORNTON UK LLP

Terms of engagement acknowledged and agreed by:

Signed: Julian Neilson Date: 11 November 2020
For and on behalf of East Riding of Yorkshire Council