



G-Cloud 14 Support Services

Terms and Conditions

Prepared by:

[DataArt](#)

Contents

- 1. Definitions and Interpretation3**
- 2. Term6**
- 3. Services6**
- 4. Obligations of the Parties.....8**
- 5. Fees and Expenses8**
- 6. Intellectual Property Rights9**
- 7. Representations and Warranties; Indemnification13**
- 8. Limitation of Liability13**
- 9. Confidentiality13**
- 10. Termination14**
- 11. Non Solicitation14**
- 12. General Provisions15**
- 13. Compliance with Laws19**

1. Definitions and Interpretation

- a) **“Additional Services”** shall mean any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which the Buyer may request.
- b) **“Authority”** shall mean the Minister for the Cabinet Office, represented by the Crown Commercial Service (CCS).
- c) **“The Buyer”** shall mean the organisation who is buying the Services of the Supplier under a Call-Off Contract.
- d) **“Buyer Data”** shall mean all data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
- e) **“Buyer Marks”** shall mean the trademarks, service marks, trade names, product names, logos, graphic designs and trade dress features owned, licensed to and/or used by the Buyer.
- f) **“Call-Off Contract”** shall mean a legally binding agreement (entered into following the provisions of Framework Agreement) for the provision of the Services made between the Buyer and the Supplier including the completed Order Form.
- g) **“Charges”** shall mean the prices (excluding any applicable VAT) payable to the Supplier by the Buyer under a Call-Off Contract.
- h) **“Confidential Information”** shall mean Data, Personal Data and any information, which may include (but isn't limited to) any:
 - information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above;
 - other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').

- i) **“Deliverables”** shall mean all designs and solutions, and other materials developed (whether or not to completion) by the Supplier as part of the Services.
- j) **“Designs and Materials”** shall mean all written or other materials and tangible designs, products, computer programs, source codes, drawings, notes, documents, information and materials made or developed by the Supplier alone or with others for the Buyer that results from the Services and all IPR relating thereto.
- k) **“End”** shall mean .to terminate; and Ended and Ending are construed accordingly
- l) **“Force Majeure”** shall mean anything affecting either Party's performance of their obligations arising from any:
 - acts, events or omissions beyond the reasonable control of the affected Party;
 - riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
 - acts of government, local government or regulatory bodies;
 - fire, flood or disaster and any failure or shortage of power or fuel;
 - industrial dispute affecting a third party for which a substitute third party isn't reasonably available.

The following do not constitute a Force Majeure event:

- any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain;
- any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure;
- the event was foreseeable by the Party seeking to rely on Force Majeure at the time a Call-Off Contract was entered into;

- any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans.
- m) **“Framework Agreement”** shall mean the Agreement that governs the relationship between the Authority and the Supplier. It covers the provision of G-Cloud 14 Services by the Supplier to CCS and to Buyers.
- n) **“IPR”** shall mean for each Party Intellectual Property Rights owned by that Party before the date of a Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes, created by the Party independently of the Call-Off Contract, or, for the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under the Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.
- o) **“Know-How”** shall mean all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
- p) **“Loss”** shall mean direct losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **“Losses”** will be interpreted accordingly.
- q) **“Material Breach”** shall mean those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under a Call-Off Contract.
- r) **“The Order Form”** shall mean a form in a Call-Off Contract to be used by a Buyer to order G-Cloud Services.

- s) **“The Party”** shall mean the Buyer or the Supplier and “Parties” shall be interpreted accordingly.
- t) **“Personal Data”** shall take the meaning given in the UK GDPR.
- u) **“Services”** shall mean the cloud support services that the Supplier agreed to provide under the terms of Framework Agreement.
- v) **“Service Data”** shall mean all data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
- w) **“The Supplier”** shall mean DataArt Technologies UK, Ltd.
- x) **“The Term”** shall mean the duration of the Framework Agreement and these Terms and Conditions.
- y) **“UK GDPR”** shall mean the United Kingdom General Data Protection Regulation.
- z) **“Working Day”** shall mean any day other than a Saturday, Sunday or public holiday in England and Wales.

2. Term

These Terms and Conditions shall be effective for the Term of the Framework Agreement (**“the Term”**).

3. Services

- 3.1. The Supplier shall provide Services in accordance with the terms of Framework Agreement, an applicable Call-Off Contract, including the completed Order Form, and these Terms and Conditions. If the Buyer requests any services that are ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services), the Supplier will advise the Buyer of the additional cost and obtain the Buyer’s consent before proceeding.
- 3.2. The Supplier shall use reasonable endeavours to meet any performance dates specified in the Order Form, but any such dates shall be estimates only and time

for performance by the Supplier shall not be of the essence of these Terms and Conditions.

- 3.3. The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Buyer's premises and that have been communicated to it under section 4.1.4.
- 3.4. The Supplier has all necessary skills and resources (personnel) for fulfilling its obligations under the Order Form. All personnel shall be properly qualified to perform the jobs specified in the Order Form and will provide all Services in a professional and workmanlike manner.
- 3.5. The Supplier shall provide the Services with reasonable care and skill and in accordance with all applicable laws.
- 3.6. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during an applicable Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:
 - 3.6.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and
 - 3.6.2 The Supplier shall not and shall procure that any relevant Subcontractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer).
- 3.7. If the Supplier's performance of its obligations under an applicable Call-Off Contract is prevented or delayed by any act or omission of the Buyer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Buyer that arise directly or indirectly from such prevention or delay.
- 3.8. The Supplier does not make any warranties, express or implied, concerning any third party hardware or software leased or purchased either by the Supplier or directly by the Buyer in connection with an applicable Call-Off Contract.

4. Obligations of the Parties

- 4.1. Obligations of the Parties shall be as set in the Framework Agreement and applicable Call-Off Contract.

5. Fees and Expenses

- 5.1. The Buyer shall pay to the Supplier the invoiced Call-Off Contract charges, in the amounts and in accordance with the payment schedule set out in the applicable Order Form.
- 5.2. The Buyer shall pay to the Supplier the invoiced Charges, in the amounts and as set out in the applicable Order Form and in the detailed Charges breakdown.
- 5.3. If the Supplier carries out any work at the Buyer's express request outside the scope of the Services or Additional Services set out in the Order Form, these Terms and Conditions shall apply to the work undertaken and if no fee is agreed for this work the Supplier shall be paid on a time and materials basis at the then prevailing hourly/daily rates, unless the Parties otherwise agree in writing.
- 5.4. All Charges are exclusive of VAT, which the Supplier shall add to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 5.5. Unless otherwise specified in the Order Form, invoices shall be rendered to the Buyer every month and shall be paid in full and in cleared funds within thirty (30) days of receipt of a valid undisputed invoice, by wire transfer of funds to the account of the Supplier.
- 5.6. The Buyer agrees to pay the Supplier all reasonable attorneys' fees and expenses incurred in connection with the collection of overdue invoices. Disputed charges shall not bear interest until the dispute is resolved.
- 5.7. The Buyer agrees to pay the Supplier all reasonable attorneys' fees and expenses incurred in connection with the collection of overdue invoices. Disputed charges shall not bear interest until the dispute is resolved.
- 5.8. If an applicable Call-Off Contract does not specify the method by which to communicate a dispute of any invoice or charge, the Buyer shall have ten (10) Working Days from receipt of any invoice within which to notify the Supplier if any

of the charges are disputed and shall reasonably specify in writing the reasons for such dispute. The Supplier shall respond within five (5) days thereafter. After such 10-day period, such invoice shall be deemed to have been accepted by the Buyer. Billing errors are not subject to the 10 Working Days' limitation. The parties shall work together in good faith to resolve such dispute in a timely manner. The Buyer shall pay all undisputed amounts and portions of invoices in accordance with the terms hereof. Parties agree that all claims related to the quality of services provided shall be based on the Buyer's acceptance criteria, as defined in the Order Form.

- 5.9. Without prejudice to any other right or remedy that it may have, if the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End an applicable Call-Off Contract by giving the length of notice in the Order Form.
- 5.10. All amounts due under an applicable Call-Off Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Intellectual Property Rights

- 6.1. On payment of the relevant invoice by the Buyer in full, the Supplier shall assign to the Buyer all Deliverables (excluding any Supplier's IPR) including, for the avoidance of doubt, in process or otherwise partially completed Deliverables and any and all related Intellectual Property Rights, which the Supplier has conceived, made, developed or reduced to practice, solely or jointly with others, in the course of performing the Services or as a result of providing such Services, whether or not the Deliverable is completed for any reason including by reason of the termination or expiration of an applicable Call-Off Contract (such rights in the Deliverables and the related Intellectual Property Rights, excluding the Supplier's IPR). The Supplier shall provide the Buyer, at the Buyer's expense (except as set out in the Order Form or as otherwise agreed upon by the Parties), with all assistance required to vest or perfect the Buyer's ownership of the same, and shall cooperate (for reasonable compensation at its then prevailing consulting

rates) with the Buyer and do all acts requested by the Buyer to evidence, establish, apply for, procure, register, record, maintain, enforce and defend the Buyer's ownership rights therein on a prompt basis, but in any event within such time period(s) as required to enable the Buyer to timely preserve, assert or defend its rights therein.

- 6.2. The Buyer shall indemnify and hold harmless the Supplier (as well as any others acting by or under authority of the Supplier) for any direct loss, liability, damage, or expense (including court costs and reasonable attorney fees) excluding any indirect, exemplary, consequential or incidental damages including loss of profits ("Losses") resulting from any claim that the Buyer Data (or any part of it) infringes the Intellectual Property Rights of any third party.
- 6.3. The Supplier shall indemnify and hold harmless the Buyer for any and all Losses resulting from any claim that the Deliverables (but not any third party works) infringe the Intellectual Property Rights of any third party, save to the extent any such Losses occur as a result of the Buyer Data provision.
- 6.4. The following procedures will apply in relation to any third party claims pursuant to section 6.2, 6.3, 6.6:
 - 6.4.1 as soon as practicable after the indemnified party receives notice of any third party claim qualifying for an indemnity ("TP Claim"), it will give written notice to the indemnifying party specifying details of the TP Claim. Within 30 days of being so notified (but no later than 10 days before the date on which any response to a TP Claim is due), the indemnifying party may assume control of the action and settlement of the TP Claim by giving a "Notice of Election" to the indemnified party. The indemnified party shall provide the indemnifying party reasonable assistance and access relating to any such claim at the indemnifying party's reasonable request and cost;
 - 6.4.2 the indemnified party shall not make any admissions or agreements in relation to any TP Claim without the indemnifying party's prior written consent. The amount due pursuant to the relevant indemnity shall be reduced by the extent to which the indemnified party has made any admissions (save where required by court order or governmental

regulations), or agreements, without the indemnifying party's prior written consent.

- 6.5. The Supplier shall not without the prior written consent of the Buyer use any open source code in the preparation of any Deliverables. If any open source code is so used with the consent of the Buyer, the Buyer acknowledges and agrees that the entire Deliverable may thereafter be fully subject to one or more applicable open source code licences and such Deliverable may be subject to future modification and use without restriction by other third parties without the consent or control of the Supplier or the Buyer. The Buyer acknowledges that any such open source licence may take precedence and override any representation by the Supplier of ownership by the Buyer of the Deliverables and other rights. Notwithstanding the foregoing the Supplier will not use any open source code in any Deliverable where third party works used in the Deliverables with the consent of the Buyer prohibit the use of any open source code.
- 6.6. The Buyer shall be the sole legal and beneficial owner of all the purchased and shipped equipment and any third party works purchased which were used in the Deliverables upon payment to the Supplier for such purchases.
- 6.7. In the event that the Supplier develops software at the request of the Buyer for use in or as part of a third party's system or program (such as for example, but not by way of limitation, a mobile application), then the Buyer agrees to abide by and comply with the terms of such third party's licence agreement relating to the use of such application and shall indemnify and hold harmless the Supplier from any Losses suffered or incurred by the Supplier arising out of or in connection with the Buyer's breach of this section 6.4.
- 6.8. The Supplier acknowledges that the Buyer does not intend by an applicable Call-Off Contract to transfer to the Supplier any rights whatsoever in the Buyer Marks, and that all goodwill in the use of the Buyer Marks shall inure to the benefit of the Buyer. The Supplier shall use the Buyer Marks only as permitted by the Buyer and only for such period as permitted by the Buyer. The Supplier shall immediately cease use of any Buyer Mark upon receipt of written notice to cease such use from the Buyer or its attorneys.

- 6.9. The Supplier, including its subcontractors, has certain proprietary materials and intellectual property that it may use in connection with the provision of Services and Deliverables. Without limitation, the Supplier's IPR include preexisting proprietary information, know-how, ideas and concepts, document templates, project tools, algorithms, usability, requirements, rapid prototyping processes, methods, forms, graphics, software developed outside the scope of an applicable Call-Off Contract, and other content provided by the Supplier. The Supplier's IPR shall also include (i) any improvements, revisions and derivatives to pre-existing Supplier's IPR made in connection with any Order Form under the Call-Off Contract (provided such improvement, revision and derivative are of a generic nature and do not include any Buyer's Confidential Information) and (ii) any software and code (and components thereof) not created solely for the Buyer's use which are of a generic nature and do not contain any Buyer's Confidential Information. The Buyer acknowledges that all right, title and interest in and to all the Supplier's IPR is and remains the exclusive property of the Supplier or the Supplier's licensors.
- 6.10. Subject to the Buyer's payment in full of all Charges under the applicable Order Form, the Supplier hereby grants to the Buyer a non-exclusive and non-transferable licence to use and reproduce the Supplier's intellectual property, solely for use with receipt of the Services and Deliverables.
- 6.11. Upon the written approval of the Buyer, the Supplier, on behalf of the Buyer (and at the Buyer's cost and expense) shall use all commercially reasonable efforts to obtain all rights, permissions and releases necessary from any third parties for any other intellectual property ("Third Party Works") prior to their use in the Deliverables; The Supplier may suggest any Third Party Works required for the Supplier to perform the Services in the applicable Order Form but makes no representation or warranty as to such Third Party Works.
- 6.12. For avoidance of doubt, no Supplier's intellectual property will be used in the Deliverables without prior written authorisation from the Buyer. A summary description of the Supplier's intellectual property will be present in the applicable Order Form.

7. Representations and Warranties; Indemnification

- 7.1. All Representations and Warranties of the Parties shall be as set in the Framework Agreement and applicable Call-Off Contract.

8. Limitation of Liability

- 8.1. All Limitations of Liability of the Parties shall be as set in the Framework Agreement and applicable Call-Off Contract.

9. Confidentiality

- 9.1. Each Party acknowledges that it may receive Confidential Information of the other Party relating to its technical, marketing, product, financial and/or business affairs. All Confidential Information of the other party shall be held in strict confidence and shall not be disclosed without the express written consent of the other party, save that the receiving party may disclose Confidential Information to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with an applicable Call-Off Contract or the Order Form.
- 9.2. The receiving Party shall not use the disclosing Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with an applicable Call-Off Contract or the Order Form.
- 9.3. Each Party shall use reasonable measures and make reasonable efforts to provide protection for the other Party's Confidential Information including measures at least as strict as such Party uses to protect its own Confidential Information. If the Parties have previously entered into a non-disclosure agreement ("Non-Disclosure Agreement"), the Parties agree that any Confidential Information exchanged or otherwise learned under an applicable Call-Off Contract or the Order Form shall be subject to and governed by the terms of such Non-Disclosure Agreement.
- 9.4. Confidential Information shall not include any information that:

- 9.4.1 is or becomes generally available to the public without breach of these Terms and Conditions;
 - 9.4.2 is in the possession of a party prior to its disclosure by the other party;
 - 9.4.3 becomes available from a third party not in breach of any obligation of confidentiality to which such third party is subject; or
 - 9.4.4 must be disclosed due to a judicial or governmental requirement or order.
- 9.5. In the event that a recipient of such Confidential Information is ordered to disclose any Confidential Information of the disclosing party by a court, administrative agency or other governmental body with jurisdiction over recipient, recipient shall to the extent permitted by applicable law first provide the disclosing party with prompt written notice of such required disclosure and will take reasonable steps to allow disclosing party to seek a protective order with respect to the confidentiality of the information required to be disclosed. Recipient will promptly cooperate with and assist disclosing party in connection with obtaining such protective order at disclosing party's reasonable expense.

10. Termination

- 10.1. The conditions for and consequences of termination of the Services shall be as set in the Framework Agreement and applicable Call-Off Contract.

11. Non Solicitation

- 11.1. During the Term and for a period of 12 months after the termination of an applicable Call-Off Contract, the Buyer shall not in any way, directly or indirectly through an affiliate employ any of the Supplier's personnel who have been engaged in the provision of Services for the Buyer, without the Supplier's prior written consent.
- 11.2. Each and any breach by the Buyer of section 11.1 shall result in the Buyer paying to the Supplier a sum equivalent to 20% of the then current annual remuneration of the Supplier's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Buyer to that employee, consultant or subcontractor.

11.3. The foregoing provisions of this section shall not apply to:

11.3.1 employees or consultants of the Supplier who were introduced to the Supplier by the Buyer;

11.3.2 employees and consultants who are no longer employed by the Supplier, unless such employees and consultants transit directly from the Supplier to the Buyer; and

11.3.3 the hiring of the Supplier's employees to the extent that the Buyer used general newspaper ads, employment agency referrals or Internet postings not directly targeted to the Supplier's employees and such employee who is hired is promptly terminated by the Buyer upon learning of their affiliation with the Supplier.

12. General Provisions

12.1. **Waiver.** No term or provision of these Terms and Conditions shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. A waiver by either of the Parties of any of the covenants, conditions or agreements to be performed by the other hereunder shall not be construed to be a waiver of any succeeding breach.

12.2. **Force Majeure.** Neither party shall be liable for delay or failure in the performance of its obligations if such delay or failure arises from the occurrence of events beyond the reasonable control of such party, which events could not have been prevented by the exercise of due care and could not have been foreseen at the time of entering into an applicable Call-Off Contract, such as fire, explosion, flood, storm, epidemic, pandemic, labour strikes, Acts of God, war, acts of terrorism, embargo, riot, or the intervention of any governmental authority, provided that the Party suffering the delay or failure immediately notifies the other Party of the reason for the delay or failure and acts diligently to remedy the cause of such delay or failure. Notwithstanding the foregoing, any delay or failure exceeding thirty (30) days shall be grounds for termination by the non-defaulting party, or

the non-defaulting party (in its sole discretion) may choose to extend the Term for a period of time equal to the interruption or delay.

- 12.3. **Independent Contractor.** The Parties acknowledge that the Supplier will perform its obligations as an independent contractor. Except to the extent set out in an applicable Order Form, the manner and method of performing such obligations will be under the Supplier's sole control and discretion. Nothing contained in these Terms and Conditions shall be construed to create an agency relationship between the Buyer and the Supplier.
- 12.4. **Amendments and Modifications.** These Terms and Conditions may not be amended, modified, superseded or cancelled and none of the terms, provisions, covenants, representations, warranties, covenants or conditions may be waived, except by a written instrument executed by the Parties, or in the case of waiver, by the party waiving compliance.
- 12.5. **Contacts and Notices.** The parties will designate and maintain "Principal Contacts" for purposes of all work and business between them concerning an applicable Call-Off Contract and Order Form and all notices required and other communications required or permitted hereunder. These Principal Contacts initially shall be:

For the Buyer:

Title:

Name:

Email:

Phone:

For the Supplier:

Title:

Name:

Email:

Phone:

Unless otherwise provided in the Order Form, the Buyer shall use the Supplier's Principal Contact for any notifications relating to billing disputes. Notwithstanding the notice provision in section 12.8 below, such notification shall be effected by post or electronically to the e-mail address set out above for the Principal Contact (as may be changed by written notice).

- 12.6. **Authorisation.** The signatures or initials of the Principal Contacts on the Order Form, or changes or amendments to the same, shall be deemed the authorised signature of the respective party. General communications with respect to the Order Form (other than amendments thereto, may be made and agreed to by email between the Principal Contacts.).
- 12.7. **Replacement of Principal Contact.** If either Party decides at any time to replace the person serving as its Principal Contact, it may do so and will promptly provide written notice to the other party of such change.
- 12.8. **Notice.** A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address stated at the beginning of an applicable Call-Off Contract or in the Order Form; if sent by air-mail, 5 Working Days after posting; pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one working day after transmission.
- 12.9. **Severance.** If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of these Terms and Conditions.
- 12.10. **Third Parties.** A person who is not a party to a Call-Off Contract shall not have any rights to enforce its terms.
- 12.11. **Publicity.** Neither Party will make any press release or publication regarding an applicable Call-Off Contract signed between the Parties without the other Party's

express prior written consent. However, the Supplier may cite the Buyer as a customer, as well as the general nature of the services performed by the Supplier in marketing efforts.

12.12. Export compliance. The Parties acknowledge that to the extent any products, software or technical information provided under an applicable Call-Off Contract are or may be subject to any applicable UK export laws and regulations, the Parties hereto agree that they will not use, distribute, transfer or transmit the products, software or technical information (even if incorporated into other products) except in compliance with such export laws and regulations (or licenses or orders issued pursuant thereto). If any of the information or technical data provided by the Buyer belongs to any of UK Strategic Export Control Lists the Buyer agrees to provide the Supplier in advance with written notification that identifies the export-controlled information and such information's export control classification number (ECCN).

12.13. Governing Law and Jurisdiction. AN APPLICABLE CALL-OFF CONTRACT AND ANY DISPUTE OR CLAIM IN CONNECTION WITH IT WILL BE GOVERNED BY THE LAW OF ENGLAND AND WALES, EXCLUDING THAT BODY OF LAW PERTAINING TO CONFLICT OF LAWS. ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE CALL-OFF CONTRACT, INCLUDING BUT NOT LIMITED TO THE FORMATION, PERFORMANCE, BREACH, TERMINATION OR INVALIDITY THEREOF, AS WELL AS MATTERS CONCERNING INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE LONDON COURT OF INTERNATIONAL ARBITRATION (LCIA) ARBITRATION RULES. THE PARTIES FURTHER AGREE THAT: (a) THE SEAT OF ARBITRATION SHALL BE THE LONDON COURT; (b) THE NUMBER OF ARBITRATORS SHALL BE ONE (1); (c) THE PLACE OF ARBITRATION SHALL BE LONDON, ENGLAND; (d) THE LANGUAGE TO BE USED IN THE ARBITRAL PROCEEDINGS SHALL BE ENGLISH.

13. Compliance with Laws

- 13.1. Where personal data is to be processed under an applicable Call-Off Contract, the Parties shall enter into a separate data protection agreement.
- 13.2. In performing its obligations under an applicable Call-Off Contract, the Supplier shall comply with all applicable anti-slavery and human trafficking laws, status and regulations from time to time in force including the Modern Slavery Act 2015.
- 13.3. The Supplier shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2012.