

MASTER SERVICES AGREEMENT

PARTIES:

DELIB	DELIB LIMITED incorporated and registered in England and Wales with company number 05158056 and whose registered office is at Orchard Street Business Centre, 13-14 Orchard Street, Bristol BS1 5EH
THE CLIENT	[insert] whose principal place of business is [insert address]

KEY TERMS:

Item	Description	Details	
1.	Product(s)		
2.	Product Specifications		
3.	Services		
4.	Client responsibilities	• Please sign and date this Agreement and return it to Delib at least 30 days prior to the Contract Commencement Date (below). • Please review and update Schedules 2 & 3 of this Agreement. • The obligations detailed in clause 5 of the Terms and Conditions. • Such other reasonable obligations agreed in writing between the Parties from time to time.	
5.	Term	(a) Contract Commencement Date: Date of the last signature to this Agreement	
		(b) Product Deployment Date:	
		(c) Initial Subscription Period: 12 months from the Contract Commencement Date	
6.	Key Client Contact	Name:	
		Position:	
		Phone:	
		Email:	
7.	Fees		£
			£
			£
		TOTAL:	£
		All amounts are exclusive of VAT.	
8.	Payment method	Payment must be made within 30 days of the date on the invoice, by BACS.	
9.	Purchase Order	Where applicable, please provide a Purchase Order number for us to invoice against.	

Entered into by the parties on the dates below:

Signed for and on behalf of:	DELIB LIMITED
By its authorised representative:	
	[Signature]
Name:	
Title:	
Date:	

Signed for and on behalf of:	[Insert Name]
By its authorised representative:	
	[Signature]
Name:	
Title:	
Date:	

TERMS AND CONDITIONS

1 Definitions

In this Agreement, in addition to the definitions set out in the Key Terms above, unless the contrary intention appears:

Administrative User	means an employee or contractor of the Client who is authorised to administer the Client's use of the Services.
Agreement	means this Agreement and includes each Scope of Work, these Terms and Conditions, and any schedules and other attachments.
Applicable Data Protection Laws	means: (a) To the extent the UK GDPR applies, the law of the United Kingdom or a part of the United Kingdom which relates to the protection of personal data. (b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Delib is subject, which relates to the protection of personal data.
Applicable Laws	means: (a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom. (b) To the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which Delib is subject.
Authorised User	means a person who is authorised by both Delib and the Client to be an Administrative User of the software. Authorised Users must work directly for the Client organisation and are therefore expected to have email addresses that share the same organisational domain, unless otherwise discussed and agreed with Delib and set out in Schedule 3 of this Agreement.
Business Day	means a day on which banks are open for business in England & Wales, other than a Saturday, Sunday or public holiday.
Confidential Information	means, in relation to a Party, information that is by its nature confidential, or is communicated to the other Party as confidential, or the other Party knows or ought to know is confidential, and includes: (a) the terms of this Agreement; (b) all information in any way relating to the Party's business, strategies, marketing practices, finances and customers; (c) in the case of Delib, all technical information in relation to the Product(s) (including the Product Specifications); and (d) in the case of the Client, the Client Data.
Client Data	means information concerning Users provided by the Client to Delib or collected by Delib from User interaction with the Service and includes any text, graphic, image, audio and/or visual material, software, data, database content or other multimedia content, information and material but excluding "Personal Data".
Client Personal Data	means any personal data which Delib processes in connection with this Agreement, in the capacity of a processor on behalf of the Client.
Client Materials	means material (including software, documentation and data) provided by the Client to Delib, or created by Delib on behalf of the Client for the sole purpose of performing its obligations under this Agreement, including: (a) text, artwork and logos provided by the Client for the purposes of customisation of the Product(s); and (b) Client Data,

but does not include Delib Materials.

Delib Materials	means any material (including software, documentation and data) provided by Delib to the Client in the course of Delib performing its obligations under this Agreement, which: (a) is existing at the Contract Commencement Date; (b) is produced after the Contract Commencement Date independently of this Agreement; or (c) consists of improvements or enhancements to the Product(s) or the Services or any other Delib Materials.
End User	means an individual who interacts with the Product(s) through the Website.
EU GDPR	means the General Data Protection Regulation ((EU) 2016/679).
Fees	means the fees specified in the Key Terms and any additional fees charged by Delib in accordance with this Agreement or agreed between the Parties from time to time.
Force Majeure Event	means any event outside of a Party's reasonable control including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Delib's supplier or sub-contractors.
Intellectual Property	means patents, copyright, registered and unregistered design rights, registered and unregistered trademarks, rights in know-how and confidential information and all other intellectual and industrial property rights (without limitation) all similar or analogous rights existing under the laws of any country and all rights to apply for or register such rights.
Licensed Data	means particular OS data that is both: (a) licensed by OS to the Client under the PSGA Member Licence; and (b) either: (i) provided to Delib under clause 6; or (ii) which the Client notifies to Delib in writing is to be considered as Licensed Data for the purposes of clause 6; or (iii) where applicable, which Delib is licensed to use under a separate OS API Services Term Agreement.
Licensed Use	means the Client's permitted use of the Licensed Data under the PSGA Member Licence.
OS	means Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, Southampton SO16 0AS.
OS Data	means any text, graphic, image, audio and/or visual material, software, data, database content or other multimedia content, information and material (including but not limited to Licensed Data) which OS owns or which OS licenses from a third party (including but not limited to the Crown).
Product(s)	means the products which are made available to the Client under the applicable Scope of Work.
Product Deployment Date	means the date in which the Product(s) are deployed, as specified in the applicable Scope of Work.

PSGA Member Licence	means a licence entered into between OS and the Client pursuant to the Public Sector Geospatial Agreement concerning the provision of mapping data to the public sector by OS.
Schedule 2	sets out the purposes for which the Client Personal Data is processed in accordance with this Agreement.
Schedule 3	services identified in clause 4.0 and any other services in relation to the Product(s) agreed between the Parties from time to time in a Statement of Work.
Scope of Work	means the written proposal for the supply of Product(s) and/or Services issued by Delib and signed by or on behalf of both Parties in accordance with clause 3. As described in clause 3.1, the first Scope of Work is detailed in the Key Terms of this Agreement.
Services	means the services provided by Delib to the Client in relation to the Product(s) and any other additional professional or consultancy services provided by Delib from time to time as more particularly described in each Scope of Work.
Subscription Period	means the then-current subscription period, such period being either the Initial Subscription Period or an Additional Subscription Period.
Third Party	means an entity, body or organisation with either its own organisation name, branding, governance, website, address and/or email domain separate from the Client.
UK GDPR	means the EU GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time).
User	means an Administrative User and/or End User who is authorised to access and use the Product(s) and Services.
User Generated Content	means text, images or other materials or content generated or contributed by Users.
Website	means the website via which the Product(s) are accessed, as specified in the Key Terms or otherwise at the address nominated by the Parties for that purpose.

2 Term

- 2.1 This Agreement will begin on the Contract Commencement Date and, unless terminated earlier in accordance with these Terms and Conditions, shall continue for the Initial Subscription Period specified in the Key Terms. Thereafter the Agreement shall automatically renew for successive 12 month periods (each an "Additional Subscription Period"), unless terminated in accordance with clause 2.3 or otherwise in accordance with the terms of this Agreement.
- 2.2 Delib will contact the Client's Key Contact(s) in writing no fewer than 60 days prior to the end of the then current Subscription Period and again at 30 days prior to the end of the Subscription Period, to provide sufficient notice of the upcoming renewal date and any amendment to the Fees.
- 2.3 Unless the Agreement is terminated by the Client on giving not less than 7 days' written notice to Delib, such notice to expire prior to the end of the current Subscription Period, then this Agreement shall automatically renew and Delib will issue an invoice for payment by the Client of the Fees (at the rates advised to the Client in accordance with clause 12) for the next Subscription Period.

3 Scope of Works

- 3.1 The first Scope of Work shall be detailed in the Key Terms at the beginning of this Agreement. The parties may agree to additional Scopes of Work in accordance with clause 3.2. Each additional Scope of Work shall form part of this Agreement.
- 3.2 The Client may request additional Product(s) and/or Services from Delib from time to time by submitting a request to Delib. Each request shall include an adequate description of the services

required, including proposed deliverables, any relevant specification(s), and timescale(s) for performance. Where the Client submits such a request:

- (a) Delib shall, as soon as reasonably practicable, provide a quotation setting out either the fixed fees or an estimate of the time and materials for such Product(s) and/or Services. If Delib is unable to provide the requested services, it shall promptly notify the Client; and
 - (b) on acceptance of an estimate, the parties shall enter into a Scope of Work and the parties agree that they shall be bound to provide and receive the relevant Product(s) and/or Services and the Client shall pay the Fees for such Product(s) and/or Services, all in accordance with the relevant Scope of Work and this Agreement.
- 3.3 For the purposes of clause 3.2, the Client warrants and represents that any person submitting a request on behalf of the Client has the requisite authority to do so and to bind the Client to this Agreement.
- 3.4 Each Scope of Work shall form part of and be interpreted in accordance with the provisions of this Agreement (and shall not constitute a separate contract).

4 Delib's Obligations

- 4.0 Subject to the Client paying the Fees in accordance with clause 11, Delib will provide the following Services to the Client:
- (a) use of the Product(s), the Delib Materials and the Website in accordance with this Agreement, commencing on the Product Deployment Date;
 - (b) the Services (if any) in accordance with this Agreement and the applicable Scope of Work; and
 - (c) any other Services relating to the Product(s) and agreed in writing from time to time in accordance with clause 3.
- 4.1 Delib will use reasonable endeavours to:
- (a) ensure that the Services meet the Service Levels specified in Schedule 1 to this Agreement but does not warrant that the Services will be uninterrupted or free of errors; and
 - (b) provide the Client with advance notice in respect of planned unavailability of any part of the Services for maintenance purposes.
- 4.2 In performing its obligations under this Agreement, Delib shall comply with all Applicable Laws, statutes and regulations from time to time in force.
- 4.3 Delib shall use all reasonable endeavours to perform the Services on any agreed performance dates and/or in accordance with any work programme specified in each Scope of Work (if any), but any such dates shall be estimates only.

5 Client's Obligations

- 5.1 The Client must:
- (a) fulfil the responsibilities specified in the applicable Statement of Work in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance or assets as agreed by the parties, Delib may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - (b) pay Delib the Fees in accordance with this Agreement;
 - (c) comply with all Applicable Laws and obtain all necessary approvals, authorisations, licences and permits as they relate to the Client's use of the Services including for example, but without limitation, marketing, consumer, spam and privacy laws;
 - (d) use the Services in connection with the Website and in accordance with this Agreement only;
 - (e) not, without Delib's consent, allow third parties (other than End Users) to use the Product(s) or Services;
 - (f) at its own expense, respond to questions and complaints relating to the Client's or its Users' use of or interaction with the Product(s) or Services;

- (g) use reasonable endeavours to resolve support issues before escalating them to Delib, including referring to instructions and guidance that Delib has provided to the Client or made available online;
 - (h) ensure security measures are in place to keep the Client's own access to the Services secure;
 - (i) immediately notify Delib if it experiences security issues such as attempted or actual unauthorised third party access or denial of service attacks in connection with the Services;
 - (j) display on the Website any text concerning privacy, terms of use, copyright and other issues requested by Delib;
 - (k) be responsible for Users' access to and use of the Product(s) and for all User Generated Content and shall be responsible for any User's breach of this Agreement; and
 - (l) always make the Product(s) available to Users in conjunction with the Client's own privacy policy.
- 5.1 The Client is solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Delib's Services and Products, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.
- 5.2 In relation to Third Party users (other than End Users), the Client undertakes that it will ensure those Third Party users comply with the terms of this Agreement and the Client accepts that it shall be liable to Delib as if their acts and omissions had been the Client's own. Granting permission to any Third Party to access the Services and Product(s) does not relieve the Client of its responsibilities under this Agreement. The Client will be fully responsible for all acts or omissions of any Third Party, and any action of such Third Party shall be deemed an action authorised by the Client.
- 5.3 Where the Client is using the Geospatial functionality in conjunction with a PGSA public sector member licence for OS Licenced Data, it warrants and represents that it is a public sector body and is entitled to receive the OS Data from OS on the terms of its PSGA Member Licence and shall maintain, keep safe and secure any unique OS login details (such as user names, passwords or login credentials) as notified to the Client by OS from time to time to prevent any unauthorised access to the online OS Licenced Data ordering system either by Delib or any person who is not an Administrative User. The Client shall fully indemnify Delib in respect of all claims, costs, losses, damages and expenses incurred by Delib because of the Client's failure to comply with its PSGA Member Licence and/or any acts or omissions of Delib in relation to the same where expressly instructed to do so by the Client.

6 Licenced Data

- 6.0 In consideration of Delib providing the Services and Product(s) and subject to the Client's PSGA Member Licence, the Client grants Delib, for the duration of this Agreement, a non-exclusive, non-transferrable, revocable sub-licence to use and process the Licensed Data for the Client's Licensed Use solely for the purpose of providing the Services.

7 Data Protection & Privacy

- 7.1 For the purposes of this clause 7, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 7.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 7.3 The parties have determined that, for the purposes of Applicable Data Protection Laws:
- (a) the Client will be the controller and owner of all personal data comprised in the Client Personal Data set out in Schedule 2 Part 1; and
 - (b) Delib will be data processor of such personal data (Client Personal Data) set out in Schedule 2 Part 2.

It is the Client's responsibility to collect, transfer and process all personal data in accordance with the Applicable Data Protection Laws, including with any necessary consents, permissions, or other lawful basis, and subject to an appropriate privacy policy.

- 7.4 Should the determination in clause 7.3 change, then each party shall work together in good faith to make any changes which are necessary to this clause 7 or the related schedules.
- 7.5 **Instructions.** Delib shall process the Client Personal Data only to the extent, and in such a manner, as is necessary for the purposes of the Product(s) and Services and in accordance with:-
- (a) the Client's written instructions from time to time; and
 - (b) shall not process the Client Personal Data for any other purpose.
- 7.6 If Delib believes that any instruction received by it from the Client is likely to infringe the Applicable Data Protection Laws it shall promptly inform the Client and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
- 7.7 In relation to the Client Personal Data, Schedule 2 sets out the scope, nature and purpose of processing by Delib, the duration of the processing and the types of personal data and categories of data subject.
- 7.8 By entering into this Agreement, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client Personal Data to Delib and or the lawful collection of the same by Delib for the duration and purposes of this Agreement.
- 7.9 **Security.** Taking into account the state of technical development and the nature of processing, Delib shall ensure that it has in place appropriate technical and organisational measures to protect the Client Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure, access or processing to ensure a level of security appropriate to the risk and harm that might result from such accidental, unauthorised or unlawful destruction, loss, alteration, disclosure, access or processing of the Client Personal Data.
- 7.10 **Sub-processing.** The Client hereby provides its prior, general authorisation for Delib to appoint processors to process the Client Personal Data, provided that Delib shall:
- (i) ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws and are consistent with materially the same obligations imposed on Delib in this clause 7; and
 - (ii) remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Delib.
- 7.11 Delib uses the sub-processors detailed at: <https://help.delib.net/article/335-delib-sub-processors> to assist with delivery of the Services (as updated from time to time). Delib shall notify the Client of any changes to these sub-processors and the Client shall have 30 days in which to object to any such change.
- 7.12 **Personnel.** Delib shall ensure that all employees, agents or other persons who have access to and/or process Client Personal Data:
- (a) are informed of the confidential nature of the Client Personal Data and are subject to a binding written contractual obligation to keep the Client Personal Data confidential;
 - (b) have undertaken training relating to handling personal data;
 - (c) are aware of their personal duties and obligations under the Applicable Data Protection Laws; and
 - (d) shall only have access to such part or parts of the Client Personal Data as is strictly necessary for performance of that person's duties.
- 7.13 **International transfers.** Delib provides some elements of the Services via its group companies which are based outside of the UK and the European Economic Area (EEA). Appropriate safeguards are in place between Delib and its group companies to allow lawful transfer of data to take place. Other than this, Delib shall not transfer the Client Personal Data outside the UK or the EEA (as applicable) without the prior consent of the Client.
- 7.14 **Breach.** Delib shall promptly inform the Client if any Client Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable.
- 7.15 **Records.** Delib shall, in accordance with the Applicable Data Protection Laws, make available to the Client such information that is in its possession or control as is necessary to demonstrate Delib's

compliance with the obligations placed on it under this clause 7 and to demonstrate compliance with the Applicable Data Protection Laws.

7.16 Assistance. Delib shall, at the Client's cost:

- (a) promptly provide such information and assistance (including by taking all appropriate technical and organisational measures) as the Client may require in relation to the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the UK GDPR (and any similar obligations under Applicable Data Protection Laws); and
- (b) provide such information, co-operation and other assistance to the Client as the Client reasonably requires (taking into account the nature of processing and the information available to Delib) to ensure compliance with the Client's obligations under Applicable Data Protection Laws.

7.17 Deletion/return. Within 14 Business Days of the agreed date of Product(s) closedown, at the Client's cost and the Client's option, Delib shall either return all of the Client Personal Data to the Client or securely dispose of the Client Personal Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Delib to retain such Client Personal Data.

7.18 The Client warrants and undertakes that it shall obtain all consents necessary for Delib to process Client Personal Data in accordance with this Agreement and the Client shall indemnify Delib against all claims, liabilities, costs and damages that it may incur as a result of the Client breaching this warranty.

8 Intellectual Property

8.1 Nothing in this Agreement affects either Party's Intellectual Property rights existing prior to the execution of this Agreement.

8.2 Delib grants to the Client a limited, worldwide, non-exclusive, non-transferable licence for the duration of this Agreement to use the Delib Materials to the extent necessary for the Client to obtain the benefit of the Services as set out in this Agreement.

8.3 The Client grants to Delib a worldwide non-exclusive licence for the duration of this Agreement to use, reproduce and, where appropriate, publish any Client Materials and Client Data in connection with the Agreement, solely to the extent necessary for Delib to perform its obligations under this Agreement.

8.4 Subject to clause 8.5, Delib owns all Intellectual Property developed under or incidental to the Services, including any customisations, additions or improvements to the Product(s) and the Delib Materials, even where those additions or improvements arise from feedback or suggestions from the Client. This Intellectual Property will vest in Delib on its creation.

8.5 The Client owns all Intellectual Property in all Client Materials and Client Data, whether created before or after the Contract Commencement Date, and Intellectual Property in all Client Materials and Client Data will vest in the Client on its creation.

8.6 To the extent that the Intellectual Property referred to in clauses 8.4 or 8.5 vest in the incorrect Party, each Party assigns to the other Party all Intellectual Property necessary to confirm clauses 8.4 and 8.5 and each Party will execute and deliver to the other Party upon request any documents reasonably necessary to confirm and perfect those rights.

8.7 The Client must not amend, alter, copy, distribute, make a derivative work of or otherwise deal with any part of the Delib Materials or the Product(s) in a way inconsistent with Delib's rights as owner of the Intellectual Property in the Delib Materials and the Product(s).

8.8 If any claim is brought against Delib that the Client Materials and/or User Generated Content, or its use by Delib, infringes an Intellectual Property right of a third party, the Client will at its own expense:

- (a) settle or defend the claim; and
- (b) pay any damages or costs finally awarded against Delib as the result of the claim; and
- (c) fully indemnify Delib in respect of all costs, losses, damages and expenses incurred by Delib in respect of such infringement.

8.9 If any claim is brought against the Client that the Product(s), or its proper use by the Client, infringes an Intellectual Property right of a third party, Delib will at its own expense:

- (a) settle or defend the claim; and
- (b) pay any damages or costs finally awarded against the Client as the result of the claim; and
- (c) fully indemnify the Client in respect of all costs, losses, damages and expenses incurred by the Client in respect of such infringement.

This indemnity will not apply to the extent that any such claim arises out of the inclusion of Client Materials and/or User Generated Content in the Product(s), any changes made to the Product(s) without Delib's consent, the use of the Product(s) in combination with any other equipment or software not approved by Delib, or use of the Product(s) after notice of the alleged or actual infringement from Delib or any appropriate authority.

- 8.10 In the defence or settlement of any claim in accordance with clause 8.9, Delib may procure the right for the Client to continue using the Product(s), replace or modify the Product(s) so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 5 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client (except as set out in clause 8.9).
- 8.11 Clauses 8.9 and 8.10 states the Client's sole and exclusive rights and remedies, and Delib's (including the Delib's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any third party intellectual property rights.
- 8.12 The indemnities in clauses 8.8 and 8.9 are conditional on the indemnified party:
 - (a) communicating such claim to the indemnifying party as soon as is reasonably practicable;
 - (b) allowing the indemnifying party to have full control over the defence of such claim;
 - (c) giving the indemnifying party such reasonable co-operation as it requires to defend the claim;
 - (d) not making any settlement or admission without the consent of the indemnifying party; and
 - (e) using its reasonable endeavours to mitigate its losses.

9 Warranties and Liability

- 9.1 Except as expressly set out in this Agreement, Delib gives no warranties or guarantees and accepts no liability concerning the Product(s) and Services. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
- 9.2 Subject to clause 9.4, the Client agrees that:
 - (a) Delib provides the Product(s) and Services as a digital tool to assist the Client in achieving its objectives and facilitate the transfer and collation of information, but Delib does not guarantee the results obtained via use of the Product(s) and Service and accordingly shall not be liable to the Client for its reliance on the outputs of the Product(s) and Services, the use of the Product(s) by Users or any actions taken by Delib at the Client's direction;
 - (b) Delib shall not be liable to the Client for the following types of loss:
 - (i) loss of profit;
 - (ii) loss of goodwill;
 - (iii) loss of business;
 - (iv) loss of business opportunity;
 - (v) loss of anticipated saving;
 - (vi) loss or corruption of data or information;
 - (vii) pure economic loss;
 - (viii) any special, indirect or consequential damage or loss suffered by the other party, arising or caused in any way whatsoever, including as a result of any Force Majeure Event and whether or not foreseeable; and
 - (c) Delib's total aggregate liability to the Client for all loss, damage, injuries, actions, claims, costs or expenses arising in connection with this Agreement and caused in any way whatsoever, including in contract (including any indemnity), tort (including negligence or breach of statutory

duty), misrepresentation, restitution or otherwise, will be limited to the lesser of an amount equal to:

- (i) the total Fees paid by the Client to Delib; and
- (ii) the total Fees paid by the Client to Delib over the previous 12 months,

under this Agreement at the time the alleged cause of the liability arises.

9.3 The Client acknowledges and agrees that the Product(s) are delivered to a fixed specification and it is up to the Client to ensure that the specification will meet the Client's requirements. Delib does not warrant that the Product(s) will be fit for any particular purpose and will have no liability for the Client's unfulfilled expectations.

9.4 The limitations of Delib's liability under this Agreement do not apply:

- (a) to the extent any law provides that any conditions, rights, warranties, guarantees or liabilities are unable to be excluded. Delib's liability under any such conditions, warranties, guarantees or liabilities is limited to, at Delib's option, supplying the Services again or paying the cost of having those Services supplied again; and
- (b) to any liability for death or personal injury resulting from negligence or fraud or fraudulent misrepresentation.

9.5 The Client shall indemnify Delib, its officer and employees from and against all loss, damage, injuries, penalties, actions, claims, costs or expenses (including all reasonable settlements and legal costs) that may be brought against those indemnified or which those indemnified may suffer or incur arising directly or indirectly out of:

- (a) any breach of this Agreement by the Client; or
- (b) any wilful, unlawful or negligent act or omission of the Client, its officers, employees or contractors, under or in connection with this Agreement.

10 Variations to Product(s) and Services

10.1 Delib may make reasonable changes to the Product(s), the Services, the Delib Materials and the Website from time to time, including by adding, updating, changing or removing features. Delib will notify the Client of any material changes.

10.2 When Delib provides modified Delib Materials to the Client, the Client must replace (or permit Delib to replace) the Delib Materials being used by the Client as soon as reasonably possible. The functionality of the Product(s), the Services and the Delib Materials may be affected until the Delib Material is replaced in full.

10.3 Other than as set out in this clause 10, this Agreement may only be altered in writing signed by each Party.

11 Fees and Payment

11.1 The Client will pay Delib the Fees in accordance with the applicable Scope of Work and this clause 11.

11.2 Invoices shall be submitted in accordance with the invoicing procedure specified in the Scope of Work. Payment will be made within 30 days of the date of the invoice by BACS.

11.3 Any amount payable under this Agreement:

- (a) shall be payable in pounds sterling (unless otherwise agreed in writing);
- (b) are non-cancellable and non-refundable; and
- (c) does not include VAT unless otherwise stated.

11.4 The Client shall, on receipt of a valid VAT invoice from Delib, pay to Delib such additional amounts in respect of VAT as are chargeable on a supply of the Services.

11.5 If the Client defaults in the payment when due of any sum payable under this Agreement (whether payable by agreement or an order of a court or otherwise), then without prejudice to Delib's other rights and remedies:

- (a) Delib may, without liability to Delib, disable the Client's passwords, accounts and access to all or part of the Services and Delib shall be under no obligation to provide any Services while the invoice(s) concerned remain unpaid; and
- (b) interest shall accrue on that sum from the date when such payment was due until the date of actual payment (whether before or after judgment) at a rate of 4% above the base rate from time to time of Bank of England. Such interest shall accrue from day to day and shall be compounded annually.

12 Fee Increases

- 11.1 Delib may increase the Fees payable on each renewal of the Subscription Period. Delib will notify the Client in writing of any Fee increase coming into effect in the following Subscription Period no fewer than 60 days prior to the end of the current Subscription Period.

13 Relationship Management

13.1 Client's Authorised Representative

- (a) The Client nominates and authorises the Key Client Contact to act as its representative in relation to the management of this Agreement.
- (b) Subject to 13.1(c) below, Delib may take directions, instructions or requests from the Key Client Contact, or any other person held out by the Client or its Key Client Contact as being authorised to issue such directions, instructions or requests, as if they were from the Client.
- (c) Delib will not take directions, requests or instructions from, nor will Delib offer support to, any organisation or person outside of the Client.

13.2 Co-operation

Each Party must:

- (a) cooperate and act reasonably to assist the other Party in relation to this Agreement;
- (b) promptly provide each other with all information reasonably necessary for the Parties to carry out their obligations under this Agreement; and
- (c) inform the other Party of any reasonable concerns about the legality of the Product(s), the Services and the Delib Materials and the operation of the Website as it relates to the Client's use of the Product(s), the Services and the Delib Materials and take any action reasonably necessary to address any such concerns within its control (provided that Delib may charge the Client for any such actions with the Client's prior agreement).

13.3 Disputes

- (a) In the event of any dispute arising out of or relating to this Agreement, each party agrees not to commence legal proceedings without first attempting in good faith to resolve the dispute amicably and speedily in accordance with the dispute resolution procedure set out below.
- (b) Any such dispute shall be referred in the first instance to the main individuals responsible for administering this Agreement within the Client's and Delib's businesses respectively.
- (c) If the dispute is not resolved in accordance with clause 13.3(b) above, it shall be referred at the written consent of either party to the respective Managing Director (or equivalent) of the Client and Delib. The Managing Directors may each nominate a deputy to deal with the matter on his/her behalf.
- (d) If the dispute is not resolved at this stage within 14 days of being referred to the Managing Directors (or such longer period as the parties may agree), the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR.
- (e) If mediation is unsuccessful, this dispute resolution procedure shall be considered at an end as regards the dispute in question.
- (f) This dispute resolution procedure shall not prevent a party to the Agreement from taking injunctive action.

14 Insurance

- 13.1 Delib will, at Delib's expense, obtain and keep in full force and effect appropriate insurance cover for the duration of this Agreement.

15 Confidentiality

- 15.1 Each Party (the **Recipient**) must keep the Confidential Information of the other Party (the **Disclosing Party**) confidential and use that Confidential Information only for the purpose of performing this Agreement.
- 15.2 The Recipient may disclose the Confidential Information only to the Recipient's officers, employees, contractors and agents who have a need to know for purposes of performing this Agreement and who are aware that the information must be kept confidential.
- 15.3 The Client acknowledges that details of the Services, and the results of any performance tests of the Services, constitutes Delib's Confidential Information.
- 15.4 If this Agreement expires or is terminated for any reason, each Recipient must, at the Disclosing Party's request, return to the Disclosing Party or destroy (and provide evidence of the destruction of) all information provided by the Disclosing Party containing the Confidential Information, together with all copies.
- 15.5 Clauses 15.1 to 15.4 do not apply to the extent the Confidential Information:
- (a) is in the public domain other than as a result of a breach of this Agreement;
 - (b) is independently developed by the Recipient;
 - (c) is disclosed to the Recipient by a third party having the right to do so;
 - (d) is required by law or any securities exchange or regulatory or governmental body to which the Recipient is subject wherever situated to be disclosed: or
 - (e) the Recipient considers it necessary to disclose the information to its professional advisers, auditors and bankers provided that it does so on terms protecting the information.
- 15.6 With prior agreement from the Client, Delib may identify the Client and the Website, and provide a brief description of the application of the Product(s) and the Services as an example or case study for marketing purposes.

16 Security

- 16.1 In this clause 16:

Access Credential means an authentication method, which may be a user name, password, a form of cryptosystem (e.g. a network based security layer, virtual private network, public key infrastructure or similar), a physical method or a biometric or other method.

Delib System means the Product(s), the Services, the Delib Materials, the Website, and any server or other information technology system owned or used by Delib or its contractors.

- 16.2 Delib may provide to the Client access (including remote access) to a Delib System. Such access may include provision of an Access Credential.
- 16.3 In relation to each Delib System and Access Credential, the Client must:
- (a) access and use that Delib System and Access Credential only for the purposes of this Agreement, only in a manner authorised under the Agreement and not in any other way;
 - (b) not assist any other person to use a Delib System or Access Credential in an unlawful or unauthorised way;
 - (c) use reasonable security measures to prevent unauthorised access or use of a Delib System or Access Credential by a person;
 - (d) inform Delib as soon as reasonably possible upon becoming aware of any unauthorised access to or use of a Delib System or Access Credential and do everything possible to

minimise and mitigate the effect of such unauthorised access or use, including preserving evidence and informing appropriate authorities;

- (e) inform Delib as soon as reasonably possible of any security vulnerability, weakness or threat it discovers in a Delib System (or connection to or from it);
 - (f) not, and ensure that Users do not:
 - (i) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Delib System;
 - (ii) disclose or provide an Access Credential to any other person; or
 - (iii) load into, download to or from, transmit to or from, post to or from or otherwise make available or introduce to in respect of a Delib System any viruses or other malicious which:
 - A. violates or infringes any right of another person (including their Intellectual Property, privacy and publicity rights);
 - B. is unlawful, threatening, abusive, discriminatory, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person; or
 - C. breaches, or would cause Delib to breach any applicable law;
 - (g) not and ensure that Users do not use a Delib System in a way that harms or interferes with the use of Delib System by Delib or another person;
 - (h) not and ensure that Users do not use a Delib System as a destination linked from any unsolicited bulk messages or unsolicited commercial messages;
 - (i) not and ensure that Users do not access all or any part of the Services in order to build a product or service which competes with the Services;
 - (j) not and ensure that Users do not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Delib System (or any part thereof), except as expressly permitted herein; and
 - (k) not and ensure that Users do not use any unauthorised third party software or service to access a Delib System.
- 16.4 The Client will be deemed to be responsible for every access to or use of a Delib System that is made with an Access Credential provided to the Client, even if such access or use was not made by the Client or its personnel.

17 User Generated Content

- 17.1 Where User Generated Content is published or otherwise made available via the Product(s), the Client is responsible for moderating the User Generated Content. Delib shall have no liability to the Client or a third party in relation to User Generated Content.
- 17.2 Delib may (but is not obliged to) access the Product(s) in use by the Client to remove any User Generated Content for any reason if Delib believes that there is a problem with any such content, or if Delib believes that any moderation policy has been contravened.
- 17.3 The Client will indemnify Delib in respect of all costs, losses, damages and expenses incurred by Delib in relation to the User Generated Content, including in respect of any third party claims and/or legal or regulatory penalties and fines brought against or imposed upon Delib.

18 Force Majeure

- 18.1 If a Force Majeure Event prevents a Party from performing any obligation under this Agreement, the Party affected by the Force Majeure Event will give notice to the other Party as soon as reasonably practical of the Force Majeure Event of (i) the anticipated duration of any delays arising from the Force Majeure Event; (ii) the obligation the affected Party is prevented or likely to be prevented from performing; and (iii) affected Party's plans to work around or minimise the impact of the Force Majeure Event.

18.2 A Party will not be liable or in breach of this Agreement for failing to perform any obligation that it is unable to perform due to a Force Majeure Event. The due date for any affected obligation will be deemed to be extended by the duration of the Force Majeure Event.

18.3 Each Party shall make all reasonable efforts to minimise the effects of the Force Majeure Event.

19 Termination and Suspension

19.1 Delib may suspend performance of its obligations under this Agreement at any time if it believes:

- (a) the Client is in breach of this Agreement or is acting illegally or by its act or omission placing Delib at risk of acting illegally in connection with the Product(s) or Services;
- (b) the Client's use of the Services, or use by End Users, could disrupt the Product(s) or Services or another customer's use of the Product(s) or Services; or
- (c) Delib or the Client experience security issues such as attempted or actual unauthorised third party access or denial of service attacks in connection with the Product(s) or the Services.

If Delib exercises its rights under this clause 19.1, Delib must immediately notify the Client of its reasons and both Parties will use reasonable endeavours to limit the effect and duration of the suspension.

19.2 Either party may terminate this Agreement immediately by notice in writing to the other party if an Event of Default occurs in relation to the other party.

19.3 An **Event of Default** occurs in the case of either party, when:

- (a) the party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction, or;
- (b) the party commits a material breach of its obligations under this Agreement which is irremediable or, if capable of being remedied, is not remedied within 20 Business Days of notice from the other party, specifying the breach and requiring it to be remedied; or
- (c) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

19.4 Each Scope of Work shall automatically terminate on termination of this Agreement, unless otherwise expressly agreed by the Parties in writing.

19.5 On termination of this Agreement:

- (a) all licences granted under this agreement shall immediately terminate;
- (b) the Client shall immediately pay to Delib all outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Delib shall submit an invoice, which shall be payable by the Client immediately on receipt;
- (c) the Client must, where appropriate, export any Client Materials required for Client records;
- (d) Delib will cease to be under any obligation to provide the Product(s) and/or Services to the Client; and
- (e) Delib will put all Client Data beyond use.

19.6 Termination shall not affect the rights and obligations of the parties which expressly or by implication are intended to continue after termination of the Agreement.

19.7 Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

20 Notices

20.1 A notice, demand, consent, approval or communication under this Agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and

- (b) hand delivered, sent by correctly addressed prepaid 1st class post, sent by email to the recipient's address specified in the Key Terms, as varied by any Notice given by the recipient to the sender.
- 20.2 A Notice given in accordance with clause 20.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
- (a) if hand delivered, on delivery;
 - (b) if sent by prepaid 1st class post, on the second Business Day after the date of posting (if posted to or from a place within the United Kingdom);
 - (c) if sent by email, within one hour of sending during business hours of 9.00am to 5.00pm on a Business Day,
- but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

21 General

- 21.1 The Client must not assign any of its obligations or rights under this Agreement without Delib's prior written consent. Delib may assign this Agreement to another party and, if so, the Client will execute any transfer or novation of the Agreement to the new party upon request from Delib.
- 21.2 Each party must pay its own costs of negotiating, preparing and executing this Agreement.
- 21.3 If a provision of this Agreement is invalid or unenforceable in a jurisdiction, it shall be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability, without affecting the validity or enforceability of that provision in another jurisdiction or the remaining provisions.
- 21.4 This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all earlier conduct, representations and prior agreements and understandings in connection with its subject matter.
- 21.5 Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.
- 21.6 The failure of a party at any time to require performance of any obligation under this Agreement is not a waiver of that party's right, to claim damages for breach of that obligation or at any other time to require performance of that or any other obligation under this Agreement.
- 21.7 Delib may use subcontractors or agents to provide the Services or perform any of its duties or exercise any of its rights under this Agreement.
- 21.8 This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- 21.9 Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 21.10 Any amendment, waiver or variation of this Agreement shall not be binding on the parties unless set out in writing, expressed to amend this Agreement and signed by or on behalf of each of the parties.
- 21.11 This Agreement shall be governed by and construed in accordance with English law and each Party hereby submits to the exclusive jurisdiction of the English courts.

22 Interpretation

- 22.1 In this Agreement, unless the contrary intention appears:
 - (a) headings are for ease of reference only and do not affect the meaning of this Agreement and do not form part of the clause;
 - (b) the singular includes the plural and vice versa;
 - (c) mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included;
 - (d) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;

- (e) a reference to a Party includes its successors and permitted assigns and if more than one, includes those persons jointly and each of them severally, their respective executors administrators and assigns;
 - (f) words importing the whole of the matter or thing include a part of the matter or thing; and
 - (g) a reference to a statute or statutory provision includes:
 - (i) any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it; and
 - (ii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it.
- 22.2 Where there is a conflict between the terms of the Agreement and the terms of any Scope of Work then the former shall prevail unless the term(s) within the Scope of Work expressly state that the intent is to override or take precedence over the terms of the Agreement.

SCHEDULE 1 – SERVICE LEVELS

Contact to report service failure:	Via email: support@delib.net Via online: https://help.delib.net Via phone: 0845 638 1848
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Definitions:	Downtime means time other than Uptime, i.e. when the Product becomes unavailable to the Client and Users, provided that Downtime does not include any inability to access or use the Product because of: (a) failure to meet browser/platform requirements; (b) failure by the Client to comply with this Agreement; (c) Delib exercising its rights to suspend the Product under this Agreement; (d) planned maintenance notified by Delib in advance; (e) performance of Services by Delib under this Agreement or agreed under a separate Agreement, including testing and quality assurance; (f) User-side connectivity issues; or (g) a Force Majeure Event. Maintenance means the maintenance services to be provided by Delib including analysis, coding, testing and release error corrections. Maintenance shall be within reasonable time limits, as determined by Delib, and does not include requests for basic product training or technical consulting. Unavailability means due to planned maintenance notified by Delib in advance shall not count as Downtime for the purposes of this Agreement. Uptime means time when the Product is available to the Client and Users, as determined by Delib's Product monitoring system.
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Target service availability	
Hours	24 hours, seven days per week.
Target availability	99.95% (maximum 21.5 minutes of Downtime per month).
Measurement period for availability	Calendar months.
Failure to meet target availability	If Downtime exceeds the target limit of 21.5 minutes in a calendar month, Delib will provide the Client with a service credit equal to one day's Fees on a pro rata basis (exclusive of VAT, and exclusive of any excess bandwidth or storage charges that have been negotiated) for each full completed hour of Downtime. The maximum service credit available in respect of any one month shall not exceed one month's Fees.

Target response times			
Incident definitions	level	Critical Error	Non-availability of the Product, any reproducible error, which prevents a user from entering or submitting data, or any error that causes unavoidable or unexpected data loss.
		Non-critical Error	Any error which does not fit the description of a critical error.
Target times	response	<i>Level</i>	<i>Response</i>
		Critical Error	(a) Delib will perform a fault diagnostic on any and all Critical Errors as soon as possible - 24 hours per day, 7 days per week, within a maximum response time of 2 hours. (b) Delib aims to resolve Critical Errors to the Product which do not include any data loss within a maximum of one Business Day. (c) Delib aims to resolve Critical Errors to the Product which include data-loss within a maximum of two Business Days. (d) Delib aims to resolve Critical Errors to the hardware or infrastructure within a maximum of 7 days. (This time includes up to 5 days to rebuild from back ups, and 2 days to correct the Product error).
		Non-critical Error	(a) Delib will perform a fault diagnostic on any and all Non-critical Errors within a maximum response time of two working days - Monday to Friday between the hours of 9am and 6.30pm Greenwich Mean Time. (b) Delib aims to resolve Non-critical Errors to the Product within 2 working days of the completion of the fault diagnostic. In some circumstances a fix may require a major Product update which may take longer to schedule in.
Fault diagnostics and workarounds		When the fault diagnostic is complete, Delib will provide an estimate of when the fix will be rolled out to Client sites. Where possible, a workaround will be provided until the permanent fix is available.	

Maintenance	
Application	(a) Maintenance time is required to resolve errors within the Product. (b) Errors are reported in one of two ways: by alert from Delib's monitoring system or by notification from the Client. (c) Once an error has been reported, the error is investigated and classified as a Critical Error or Non-Critical Error. (d) Where maintenance cannot be completed within the defined maintenance period, the Client will be notified in advance in accordance with this Schedule 1 Service Level Agreement.
	(a) The Client will be issued with a Downtime notification every time the Product becomes unavailable and a Downtime report once the cause of the Downtime or non-Downtime unavailability has been established.

	(b) The Key Client Contact will be notified by email at least 24 hours in advance of any planned maintenance.
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Monitoring

Application	(a) Automated monitoring is provided under this Agreement. Automated monitoring notifies Delib of the non-availability of the web Product after a period of 5 minutes. (b) Automated monitoring cannot verify that the entire Product is working as expected. (c) If the hosting environment is not available, Delib's Disaster Recovery Plan is put into effect.
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Testing & Quality Assurance (QA)

Application	All changes to the Website, including updates and maintenance, must be followed by rigorous testing and quality assurance. Full test runs take at least half a day, whatever the size of the amendment.
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SCHEDULE 2: PARTICULARS OF THE PROCESSING

Part 1: Particulars of Processing

1.1 Scope

The Client is a [Note: Please edit or delete any examples given below that are not applicable and/or add any relevant additional details]

- National government
- Central government department/departmental body
- Non-departmental public body
- Government owned company/agency
- Local government authority/council/body
- Regulatory body

1.2 Delib is an IT, digital, technology business providing technology products or services, cloud and support services or software licensing.

1.3 Nature

(a) The personal data to be processed by Delib will be subject to the following basic processing activities:

- Receive data, including collection, accessing, retrieval, recording, and data entry
- Hold data, including storage, organisation and structuring
- Protect data from unauthorised access
- Return data to the data controller or data subject
- Erase data, including destruction and deletion

1.4 Purpose of the Processing

(a) The Client is using the personal data which is being processed for the following purposes or activities:

[Note: Listed below are the standard purposes, which apply to most organisations. Please edit or delete any example purpose which is not applicable or add any relevant purposes not already detailed here]:

- Involving citizens and stakeholders in effective consultation and engagement and using this information to influence decision making on policy and/or the design of services.
- Gathering feedback and views to evaluate the quality or effectiveness of services, communications, materials, and/or events.
- Using demographics data for equalities monitoring, to ensure the effectiveness of consultation and engagement by checking that respondents are representative of the intended audience.
- Processing applications for services, support, funding, and/or events.
- Gathering information for the auditing of businesses and/or organisations to enable the data exporter to deliver, support the delivery of or improve services.
- Managing and engaging with staff including monitoring wellbeing, managing work and/or performance and collecting information from exit interviews to help improve employment policies and processes.
- Delivering and ensuring effective education or training of staff and/or contractors.
- Managing subscriber lists of interested stakeholders for the purpose of future communications.

Other activities:

- Data analytics, including profiling.
- Licensing and registration, including the administration of licensing or maintenance of official registers.
- Procurement, including deciding whether to accept any person or organisation as a supplier, and the administration of contracts, performance measures and other records.
- Other purposes (please provide details):

1.5 Duration of the Processing

The period from the date of this Agreement signed by both parties to the expiry or termination of this Agreement and all Scopes of Work.

Part 2: Types of Personal Data

2.1 The personal data processed includes current, past and prospective data subjects. Where any of the following is itself a business or organisation, it includes their staff.

- Personal details, including any information that identifies the data subject and their personal characteristics, including: name, address, contact details, age, date of birth, sex and physical description.
- Personal details issued as an identifier by a public authority, including passport details, national insurance numbers, identity card numbers and driving licence details.
- Family, lifestyle and social circumstances, including any information relating to the family of the data subject and the data subject's lifestyle and social circumstances, including current marriage and partnerships, marital history, details of family and other household members, habits, housing, travel details, leisure activities and membership of charitable or voluntary organisations.
- Educations and training details, including information which relates to the education and any professional training of the data subject, including academic records, qualifications, skills, training records, professional expertise, student and pupil records.
- Employment details, including information relating to the employment of the data subject, including employment and career history, recruitment and termination details, attendance records, health and safety records, performance appraisals, training records and security records.
- Finance details, including information relating to the financial affairs of the data subject, including income, salary, assets and investments, payments, creditworthiness, loans, benefits, grants, insurance details and pension information.
- Goods or services provided and related information, including details of the goods and services supplied, licences issued and contracts.
- Personal data relating to criminal convictions and offences.
- Other (please provide details of other categories of data).

Part 3: Categories of Data Subjects

3.1 The personal data to be processed may include the following categories of data:

- (a) Staff including volunteers, agents, temporary and casual workers
- (b) Customers and clients (including their staff)
- (c) Suppliers (suppliers including their staff)
- (d) Students / pupils

- (e) Members of the public or supporters
- (f) Patients
- (g) Shareholders
- (h) Relatives, guardians and associates of the data subject
- (i) Complainants, correspondents and enquirers
- (j) Experts and witnesses
- (k) Advisers, consultants and other professional experts
- (l) Offenders and suspected offenders
- (m) Other (please provide details of other categories of data subjects)

3.2 The types of personal data the Client requires to be processed will be any type that an End User enters as part of their response to a survey or consultation and is largely guided by the question the Client asks in their democratic exercises.

3.3 The categories of personal data listed above are the most common. It is extremely unlikely that a respondent would enter financial information, and Delib's platforms cannot process biometric data.

3.4 Special categories of data **[Note: Delete any examples given below if not appropriate]**

- (a) The personal data to be processed may include special categories of data depending on the information provided (on a voluntary basis) by the respondents to the Client's consultation process, the extent of which is determined and controlled by the Client in its sole discretion. For the sake of clarity this will be personal data revealing:
 - Race or ethnic origin
 - Political opinions
 - Religious or philosophical beliefs
 - Trade Union Membership
 - Genetic data
 - Biometric data (if used to identify a natural person)
 - Health
 - Sex life or sexual orientation
 - Criminal convictions and offences
 - None of the above

SCHEDULE 3: AUTHORISED AND THIRD PARTY USERS

1. In accordance with clauses 5.1(e) and 5.2 (Client's Obligations around Third Party users), it is agreed that the following Authorised User(s) and Third Party user(s) listed below are permitted to access and use the Services and Products in accordance with the terms of this Agreement entered into on [insert date].

Client domain(s)	Authorised User(s) and Main contact name	Third Party user(s) and Main contact name