Dated of 2020

Clarity Workforce Technology Limited

and

[CLIENT]

THIS AGREEMENT is made day of 2020

BETWEEN

(1) **Clarity Workforce Technology Limited** (company number 2273072) whose registered office is at Unit 3, La Gare, 51 Surrey Row, London, SE1 0BZ ("**CLARITY**"); and

(2) **[CLIENT]**whose registered office is **[ADDRESS OF CLEINT** ("the **Client**")

BACKGROUND

A. Clarity is a supplier of a service and software named '**Clarity**'. Clarity software helps organisations save time, money and resource through effective deployment of their workforce. This includes managing the rostering and deployment of substantive, bank and agency staff.

The Clarity product suite includes a set of tools which work as both standalone and collaborative systems and are accessed via the internet [INSERT WEB ADDRESS WHEN APPLICABLE]

B. Clarity does not introduce or supply workers to the Client and does not provide or hold itself out as being capable of providing work-finding services to work-seekers; it is a managed services provider that provides technology and systems through which third party recruitment agencies and businesses can introduce or supply such workers to the Client.

C. Clarity's business is to process information and applications on behalf of hirers and is not concerned with providing information to potential candidates. For the avoidance of doubt Clarity does not exist for the purpose of introducing or supplying individuals to the work seekers and processes information and applications on behalf of its hirer clients only.

D. The Client has agreed to engage Clarity to [Explain why the parties wish to contract with one another]

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions. In this Agreement, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business

Charges: the charges payable by the Client for the supply of the Services in accordance with Schedule 3

Commencement Date: means the [INSERT DATE]

Client: the entity, organisation or firm who purchases Services from Clarity or as defined above

Client Account Team: the individuals appointed by the Client from time to time who shall serve as Clarity's primary contacts for Clarity's activities under this agreement. The initial members of the Client Account Team are listed at Schedule 6

Client's Account Manager: the member of the Client Account Team appointed by the Client from time to time who shall have the authority to contractually bind the Client on all matters relating to this agreement. The Client shall use reasonable endeavours to ensure continuity of the Client's Account Manager. The Client's Account Manager at the Commencement Date is named in Schedule 6

Initial Term: means a period of [X] months from the Commencement Date

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world

Services: the services supplied by Clarity to the Client as set out in Schedule 1, being services relating to the administration of the provision of [INSERT solution] for or on behalf of the Client

Specification: the description or specification of the Services provided in writing by Clarity to the Client or as agreed in the Schedules

1.2 Construction. In this Agreement, the following rules apply:

a. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

b. a reference to a party includes its personal representatives, successors or permitted assigns;

c. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

d. any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

e. a reference to writing or written includes faxes and e-mails; and

f. words of a technical nature shall be construed in accordance with general trade usage in the computer industry in the United Kingdom.

2. BASIS OF CONTRACT, ENTIRE AGREEMENT and CLARITY'S STATUS

2.1 This Agreement is separate to, and does not regulate, the terms applicable to the supplies of the services of temporary workers, such supplies being governed separately by each supplying recruitment agency's own standard terms and conditions and/or any applicable national framework terms and conditions, dependent on whether the supply is 'off-framework' or 'on-framework' (as appropriate). In the event of any inconsistency between this Agreement and the terms applicable to the supplies of temporary workers, the later shall prevail over the extent of the said inconsistency.

2.2 The parties agree that Clarity shall have no contact with or obligation to temporary workers and that third party recruitment agencies and businesses (rather than CLARITY) shall introduce or supply temporary workers to the Client and provide work-finding services for relevant potential workers or employees.

2.3 It is acknowledged and agreed that Clarity shall not pay the temporary worker or be responsible for doing so or make arrangements for payment, introduce or refer the Client or third party hirer to any person with whom CLARITY is connected with a view to that person paying the temporary worker or making arrangements to facilitate such payment.

2.4 In considering clauses 2.2 and 2.3, the Client acknowledges and agrees that Clarity's services are limited to the provision of IT, information management, vetting and credentialing relating to workers and prospective workers and the provision of payroll information to the Client or third party recruitment agencies or businesses where such information has been requested lawfully and in accordance with the arrangements contemplated by this Agreement.

2.5 If there is any conflict or inconsistency between the terms of clauses 2.2 — 2.4 and any other term of this Agreement (including the Schedules) the terms of clauses 2.2 - 2.4 shall prevail.

2.6 The Agreement constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Clarity which is not set out in this Agreement.

2.7 Any samples, drawings, descriptive matter or advertising issued by Clarity, and any descriptions or illustrations contained in Clarity's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of this Agreement or have any contractual force.

2.8 This Agreement applies to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.9 Subject to clause 2.5, in the event of any inconsistency between the main body of this Agreement and the Schedules, the later shall prevail to the extent of the said inconsistency.

3. SUPPLY OF SERVICES

3.1 Clarity shall implement the Services as set out in Schedule 1A and supply the Services to the Client as set out in Schedule 1.

3.3 Clarity shall use all reasonable endeavours to meet any performance dates specified in the Schedules, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.4 Clarity shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and CLARITY shall notify the Client of any material changes.

3.5 Clarity warrants to the Client that the Services will be provided using reasonable care and skill.

3.6 The Client agrees and acknowledges that Clarity does not guarantee that any cost savings will be made from using the Services.

4. CLIENT'S OBLIGATIONS

4.1 The Client shall:

(a) ensure that any information it provides relating to the Services are complete and accurate;

(b) co-operate with Clarity in all matters relating to the Services;

(c) provide Clarity, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by Clarity;

(d) provide Clarity with such information and materials as Clarity may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

(e) prepare the Client's premises for the supply of the Services;

(I) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and

(g) keep and maintain all materials, equipment, documents and other property of Clarity ([INSERT PRODUCT] Materials) at the Client's premises in safe custody at its own risk, maintain [INSERT PRODUCTS] Materials in good condition until returned to Clarity, and not dispose of or use [INSERT PRODUCT] Materials other than in accordance with Clarity's written instructions or authorisation;

4.2 If Clarity's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

(a) Clarity shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Clarity's performance of any of its obligations;

(b) Clarity shall not be liable for any costs or losses sustained or incurred by the

Client arising directly or indirectly from Clarity's failure or delay to perform any of its obligations as set out in clauses 4.1 and 4.2; and

(c) the Client shall reimburse Clarity on written demand for any costs or losses sustained or incurred by Clarity arising directly or indirectly from the Client Default.

5. SERVICE REVIEW AND GOVERNANCE

5.1 The Client shall appoint a Client Account Manager and Clarity shall appoint a [PRODUCT] Account Manager and they shall have quarterly meetings (or meetings at such other intervals as either party may reasonably request) (Meetings) to monitor and review the performance of this Agreement, the usage of [PRODUCT] and [PRODUCT] system against other agency usage and spending, to discuss any changes proposed to the Services, to discuss the Service Level Arrangements and assess the performance of Clarity in the delivery of the Services.

5.2 The parties acknowledge that supply volumes, prices and costs within the NHS may fluctuate during the term of this Agreement in accordance with market conditions and/or any material change in NHS policy which is beyond the control of the Client. Where any such fluctuations occur and supply volumes, prices, estimates, budgets and/or forecasts need to be reviewed, the parties shall use all reasonable endeavours to hold a Meeting as soon as reasonably possible (and in any event no later than 7 working days of either party receiving the request for such a Meeting) to discuss and agree any variances to service levels and prices in line with any NHS spending reviews and/or change in policies. Where the parties are unable to agree any variations to the contract, either party may seek to resolve any issue in dispute in accordance with Clause 14 (Dispute Resolution Procedure).

5.3 Before each Meeting, the Client's Account Manager shall notify [PRODUCT] Account Manager, and vice versa, of any matters relating to the provision of the Managed Service for discussion at the meeting. At the Meeting, the parties shall agree a plan to address such matters (‘the Plan)’. In the event of any matter being unresolved or a failure to agree on the Plan, the matter shall be resolved in accordance with the Dispute Resolution Procedure at clause 14. A review of the progress in implementing the Plan shall be included in the agenda for the next Meeting.

5.4 The Client shall at Clarity’s request as soon as reasonably possible provide management information relating to the use of the Services against other service providers and recruitment agencies and such information may include copies of invoices and other records relating to the expenditure incurred on temporary worker services.

5.5 Clarity shall, at the Client’s request, provide access to its financial records, invoices and receipts where such a request relates to the Services for which the Client has paid, or is due to pay, any fee to Clarity

6. INTELLECTUAL PROPERTY & PROPRIETARY RIGHTS

6.1 All [PRODUCT] Materials are the exclusive property of Clarity.

6.2 The Client acknowledges and agrees that, as between the parties, Clarity and/or its licensors own all Intellectual Property in all materials connected with the Services and in any material developed or produced in connection with this agreement by Clarity, its officers, employees, subcontractors or agents. This agreement does not grant the Client any rights to such Intellectual Property.

7. CHARGES, PAYMENT & CONSIDERATION

7.1 Any Charges for the Services shall be calculated in accordance with Schedule 3.

7.2 Clarity shall issue any invoices to the Client monthly in arrears.

7.3 The Client shall pay invoices submitted by CLARITY:

(a) within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by Clarity, and

time for payment shall be of the essence of this Agreement.

7.4 All amounts payable by the Client under this Agreement are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under this Agreement by Clarity to the Client, the Client shall, on receipt of a valid VAT invoice from Clarity, pay to Clarity such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

7.5 Without limiting any other right or remedy of Clarity, if the Client fails to make any payment due to Clarity under this Agreement by the due date for payment (Due Date), Clarity shall have the right to charge interest on the overdue amount at the rate of 8 per cent per annum above the then current Bank of England's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

7.6 The Client shall pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against Clarity in order to justify withholding payment of any such amount in whole or in part. Clarity may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Clarity to the Client.

7.7 In consideration for the Services, the Client agrees to take part in the promotional activities to promote the Services as listed at Schedule 3 and that is shall use its best endeavours to procure that any of its employees (including non-employee contractors) will also take part in such promotional activities as may be requested by CLARITY from time to time (including after the expiry or termination of this Agreement).

8. CONFIDENTIALITY

8.1 A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 8 shall survive termination of this Agreement.

8.2 The provisions of this Clause 8.1 (Confidential Information) shall not apply where the information in question:

8.2.1 is in the public domain otherwise than by breach of the Agreement;

8.2.2 was lawfully in the possession of the Receiving Party prior to its disclosure by the Disclosing Party; or

8.2.3 is disclosed pursuant to a requirement of law, by court order of any court of a competent jurisdiction, the Freedom of Information Act 2000 or the request of any regulatory body.

9. DATA PROTECTION

The Client shall sign Clarity’s standard data processing agreement as set out at Schedule 7.

10. LIMITATION OF LIABILITY

10.1 Nothing in this Agreement shall limit or exclude Clarity's liability for.

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.2 Subject to clause 10.1:

(a) Clarity shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and

(b) Clarity's total liability to the Client in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total fees paid by the Client to Clarity six months prior to the identification of the loss by the Client.

10.3 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this

Agreement.

10.4 This clause 10 shall survive termination of this Agreement.

11. TERM & TERMINATION

11.1 This agreement shall commence on the Commencement Date and shall continue unless otherwise terminated as provided in this Agreement, until expiry of the Initial Term.

11.2 The Client may, on 3 months' notice, at any time during the Initial Term, terminate this agreement for convenience provided that on any such termination it shall, without prejudice to any accrued rights or obligations as at that time, be obliged to pay termination compensation to the Supplier calculated as per the provisions of Schedule 3 unless such termination directly results from a Force Majeure Event.

11.3 Without limiting its other rights or remedies, each party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach;

(b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) the other party (being an individual) is the subject of a bankruptcy petition or order;

(f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

(h) a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.3(b) to clause 11.3(l) (inclusive);

(k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

(l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

11.4 Without limiting its other rights or remedies, Clarity may terminate this Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Agreement on the due date for payment.

11.5 Without limiting its other rights or remedies, Clarity shall have the right to terminate this Agreement without liability and without cause on giving the Client 1 months' written notice.

11.6 Without limiting its other rights or remedies, Clarity shall have the right to suspend provision of the Services under this Agreement or any other contract between the Client and Clarity if the Client becomes subject to any of the events listed in clause 11.3(b) to clause 11.3(l), or Clarity reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Agreement on the due date for payment.

12. CONSEQUENCES OF TERMINATION

12.1 On termination of this Agreement for any reason:

(a) the Client shall immediately pay to Clarity all of Clarity's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Clarity shall submit an invoice, which shall be payable by the Client immediately on receipt;

(b) the Client shall return all [PRODUCT] Materials;

(c) the accrued rights, remedies, obligations and liabilities of Clarity as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. HANDOVER AND EXIT MANAGEMENT

13.1 Upon either party receiving notice of termination of this Agreement and following its expiration for a period of three months:

(a) If requested by the Client, representatives of the Client and Clarity shall meet as soon as reasonably practicable to discuss and agree an exit plan (the "Exit Plan"), with a view to ensuring a smooth and cost-effective transfer of all or any part of the Services to any replacement supplier, whilst maintaining the standards set out in the Service Level Agreement. The Client shall bear all costs in connection with executing the Exit Plan and these shall be agreed between the parties as part of the exit planning process.

(b) The parties will endeavour to agree the Exit Plan as soon as reasonably practicable after the initial meeting referred to above.

(c) Clarity shall perform the obligations set out in the Exit Plan, and shall in any event provide reasonable assistance and co-operation, including knowledge transfer, to the Client or its nominated agents as may be reasonably necessary to allow the Services to be transferred to the Client or a replacement supplier.

(d) The Client shall cease to use any Software in accordance with the arrangements set out in the Exit Plan, and shall (to the extent applicable) uninstall any such Software from any equipment on which it is installed.

(e) The Client shall return all [PRODUCT] Materials to Clarity, in such format as Clarity may reasonably require, except to the extent necessary to perform its obligations under the Exit Plan. Once the Exit Plan has been completed and performed, the Client shall immediately return or (at Clarity's request) delete and certify the deletion of all remaining [PRODUCT] Materials that it may hold.

14. DISPUTE RESOLUTION PROCEDURE

14.1 If any dispute arises in connection with this agreement, directors or other senior representatives of the parties with authority to settle the dispute will, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

14.2 If the dispute is not resolved at the meeting referred to in clause 14.1, 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, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start no later than 14 days after the date of the ADR notice.

14.3 No party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

15. GENERAL

15.1 Force majeure:

(a) For the purposes of this Agreement, Force Majeure Event means an event beyond the reasonable control of Clarity including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Clarity or any other party), failure of a utility service or transport 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 suppliers or subcontractors and Clarity not being granted the opportunity to supply as a managed services supplier to the NHS on the national framework (or similar national managed services supply contract).

(b) Clarity shall not be liable to the other as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

(c) If the Force Majeure Event prevents Clarity from providing any of the Services for more than 2 weeks, Clarity shall, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to the Client.

15.2 Assignment and subcontracting:

(a) Clarity may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.

(b) The Client shall not, without the prior written consent of Clarity, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

15.3 Notices:

(a) Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.

(b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

(c) This clause 15.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Agreement shall not be validly served if sent by e-mail.

15.4 Waiver:

(a) A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

15.5 Severance:

(a) If a court or any other competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

(b) If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.6 No partnership:

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.7 Third parties:

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

15.8 Variation:

Except as set out in this Agreement, any variation, including the introduction of any additional terms and conditions, to this Agreement, shall only be binding when agreed in writing and signed by Clarity.

15.9 Governing law and jurisdiction:

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non- contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Signed by a duly authorised representative of each party on the date stated below

Signed by a duly authorised officer/representative for and on behalf of **CLARITY**

………………………………………………..

Director Signature

………………………………………………..

Print Name

………………………………………………..

Job Title

Signed by a duly authorised officer/representative for and on behalf of
[CLIEINT]

………………………………………………..

Director Signature

………………………………………………..

Print Name

………………………………………………..

Job Title

SCHEDULE 1

SERVICE & SOFTWARE

1 Service Summary

Clarity is software as a service (SaaS) technology that enables organisations save time, money and resource through effective deployment of their workforce. This includes managing the scheduling of substantive, in-house staff banks and agency workers.

The Clarity product suite includes a set of tools which work as both standalone and collaborative systems. All that is required for authorised users is a computer, access to the Internet, the appropriate URL and login details. All main browsers can access the online web portal (preferably a minimum of IE8 if using Internet Explorer).

Clarity operates a Java based interface, ensuring cross platform compatibility, interrogating an Oracle database and is accessible globally through the use of a username and password via a secured browser connection with up to 256-bit SSL/TLS encryption.

Clarity system is split into modules or areas. Below is a description of the various elements that make up the solution.

ClarityROSTER
ClarityAGENCY
ClaritySTAFFBANK

1.1 ClarityROSTER

Clarity software includes built-in intelligence and configurable rules which are able to roster based around the patient or activity, rather than building up a traditional rota and dropping resources into the gaps. This innovative approach sets Clarity apart from other technologies

The best technology manages to hide the complexity it took to build it. ClarityROSTER is just the same – its ingenuity delivers simple, powerful benefits. Our software can be tailored to fit any organisational structure, and multiple sites can be managed from one location. ClarityROSTER uses activity-based rather than shift-based rostering. This is proven to save costs and drive operational efficiency.

With real-time information and interactive visuals, ClarityROSTER allows you to analyse and interpret staff data quickly and easily – perfect for getting your reporting PLICS-ready. Unlike with some providers, ClarityROSTER doesn't require multiple screens to perform simple tasks like shift swaps.

We are acutely aware of the challenges organisations face in implementing new technology; our smart software is provided with human support. We provide a dedicated project implementation team, a change manager, online training, one-to-one tutorials and a guarantee of continued personal assistance.

This future-proof software allows managers to roster and manages their workforce. Features include:

- Manage multiple shifts from a single location
- Activity based rosters driven by supply
- Compatible with bank and agency modules
- Real-time links with electronic staff records (ESR)
- Ability to roster multi-disciplinary teams in a community setting
- View powerful management information
- Automatically schedule your workforce
- Allows staff to shift swap without manual input needed
- Can schedule substantive staff, from in-house banks and agencies

1.2 ClaritySTAFFBANK

NHS Trusts are under continued pressure to reduce their agency spend and move more staff on to an in-house bank. ClaritySTAFFBANK not only facilitates this but offers a more efficient and flexible alternative to rigid traditional models, thanks to a range of unique features.

ClaritySTAFFBANK offers streamlined payroll, allows candidates to self-register and self-select shifts, and can SMS workers the second vacancies become available. That means less manual input, more time for you – and more shifts fulfilled.

ClaritySTAFFBANK technology allows you to post multiple shifts on one screen, in just one click. And if vacancies are published faster, they're filled faster. Auto-matching technology ensures suitably qualified and available candidates are allocated to vacant shifts. Unnecessary administration is removed, and time and money is saved. .

Our compliance-focused technology ensures staff records are updated in real-time and fully customisable management reports are easily available. This allows you to keep in check with Working Time Directives, and plan for PLICS-approved reporting. ClaritySTAFFBANK can interface with other technologies and offers collaboration opportunities with other organisations

ClaritySTAFFBANK is supported by your own, dedicated on-site team of transformation and change managers. Their help is ongoing, providing training at every level and troubleshooting assistance.
This allows the technology to be implemented swiftly and smoothly.

This is the area of the system where a client can manage and benefit from an internal talent pool. Features include:

- Manage internal talent / rates / utilisation / performance
- Auto-matches internal candidates based on availability, skills, compliance and location
- Allocate internal talent to internal requisitions
- Broadcast facility. When internal candidate's express availability, relevant requisitions are made available to them based on their preferences
- SMS and push notifications for internal pool
- Generate historical, current and predictive views of business operations
- Real time management information reporting on bank performance and usage

1.3 ClarityAGENCY

ClarityAGENCY is built to find, deploy and manage temporary staff for your organisation. It is a bespoke web based, end-to-end Recruitment Management System that handles all aspects of the hiring process. All that is required for authorised users is a computer, access to the Internet, the appropriate URL and login details. All main browsers can access the online web portal (preferably a minimum of IE8 if using Internet Explorer).

From within the Recruitment Desk a client or Service Provider can:

- Raise requisitions
- Raise / manage purchase orders
- Search for existing requisitions
- Approve / deny requisitions raised by sub managers (authorisation)
- View CV’s
- Shortlist relevant CV’s / send CV’s to relevant Hiring Mangers
- Search for historical CV’s / timesheets / candidates
- Organise / Respond to interview requests
- Provide / view feedback to interviews
- View candidate offers
- Approve / deny timesheets and/or adjustments
- Amend notification settings
- View reports
- Generate payroll files

Direct Engagement allows you to engage staff directly, reducing the VAT applicable on salaries. It’s a smart, simple feature of our managed services. While it’s not a standalone product and must be incorporated as part of an agency agreement, it can offer VAT and efficiency savings of up to 30%. It’s simple, fully automated and transparent – and completely integrated with all our software.

ClarityAGENCY is the portal for the suppliers or recruitment agencies used by the organisation.
From within the module suppliers can:

- Respond to requisitions that are published / submitted to them
- Submit new CV’s to published jobs
- Submit existing CV’s from their database to published jobs
- Auto matching of relevant candidates based on predefined criteria
- View CV’s that have been accepted or rejected
- View any offers that have been made to their candidates
- View relevant timesheets
- Respond to interview requests
- Search candidate database
- Search for outstanding / completed interviews
- View relevant candidate’s timesheets
- View limited relevant reporting
- Confirm and view self bill invoices
- Amend notification settings
- Bulk upload existing candidate database

1.3.1 Hiring Manager (ClaritySTAFFBANK and ClarityAGENCY)

This is the portal for the hiring managers of the organisation. From within this module hiring managers can:

- Raise requisitions depending on where they sit in the organisation
- Search for existing requisitions
- Approve / deny requisitions raised by sub managers (authorisation)
- View CV's that are sent to them by the Recruitment Desk
- Shortlist relevant CV's
- Search for historical CV's / timesheets / candidates
- Organise / Respond to interview requests
- Provide feedback to interviews
- View relevant candidate offers
- Approve / deny timesheets and/or adjustments
- Amend notification settings
- View relevant reports depending on associations

1.3.2 Recruitment Desk (ClaritySTAFFBANK and ClarityAGENCY)

From within the Recruitment Desk a client or Service Provider can:

- Raise requisitions
- Raise / manage purchase orders
- Search for existing requisitions
- Approve / deny requisitions raised by sub managers (authorisation)
- View CV's
- Shortlist relevant CV's / send CV's to relevant Hiring Mangers
- Search for historical CV's / timesheets / candidates
- Organise / Respond to interview requests
- Provide / view feedback to interviews
- View candidate offers
- Approve / deny timesheets and/or adjustments
- Amend notification settings
- View reports
- Generate payroll files

1.3.3 Candidate Module (ClaritySTAFFBANK and ClarityAGENCY)

This is the section of the system for successful candidates and can also be accessed via a mobile application for both IOS and Android smart phones. From within the module candidates can:

- Submit timesheets / expenses
- Check the status of existing timesheets / expenses
- Search historical timesheets
- Management of candidate profile (including bank account details)
- View and apply to available shifts
- Enter availability to work (days, hours, weeks where candidates are able to work)
- Enjoy SMS functionality
- Automatic onboarding & contract generation

1.3.4 Back Office (ClaritySTAFFBANK and ClarityAGENCY)

This is the area of the system where an organisation can manage the invoicing process.

From within this module a client can:

- Generate an invoice run for both end client(s) and suppliers at the most convenient times (consolidated or detailed)
- Only authorised timesheets that follow the clients agreed process will be invoiced
- Make adjustments to incorrectly invoiced timeshseets / expenses / deliverables
- View all historical invoice runs made within the system
- Ability to interface with the majority of 3rd party payroll services
- When using Resource Bank Management, payroll can be run directly from the system (to pay internal staff)
- Send remittance advice
- Interface and take all data to third party systems
- Purchase order countdown facility
- Ability to incorporate complex tax rules

1.3.5 Invoicing and ordering process (ClarityAGENCY)

To ensure that Suppliers and Customers are given all required payment information in a timely manner; Clarity provides a highly robust back office service. Purchase Order numbers can be captured in the system and added to job requisitions and /or assignments. Clarity's administration of PO's is very flexible and can cover split PO lines, blanket PO, multiple POs per assignment or one PO per person etc.

Clarity can also email/interface with PO systems with assignment details to facilitate the creation of the PO number (e.g. Start/end dates, financial values, approvals) Clarity's PO Countdown functionality means that when timesheets are submitted, approved and invoiced, the amount is 'deducted off' the PO value so that the total 'spend' left (the balance) is visible. This enables the Line Manager and financial representatives within a client organisation, to manage the recruitment budget and forecast future spend. A countdown graphic can be displayed on the timesheet when the manager is approving so they can see what the remaining value will be on the PO once the timesheet is approved.

When a PO reaches the defined % balance set in the system (with the % being agreed by the client[s]) then a notification is sent to the hiring manager to remind them to raise/amend the PO. The ClarityAGENCY reporting suite also offers the opportunity to run Worker Spend and PO Reports, in order to gather this information, and obtain balances of each purchase order in the system. Clarity can create self-bills for suppliers or let suppliers upload invoices, as long as they meet the validation criteria, depending on the clients preferred approach.

Uploaded invoices can only be to the value of the timesheet amounts that the client has approved. When self-bills/invoices are ready, the system sends email notifications to the relevant users. Remittance advices can also be set up, to be issued if required. Invoices are held on the Clarity system and can be downloaded and accessed by permitted users with the correct role rights.

Timesheets are stamped with the invoice details so that reconciliations or queries can be made easily. All invoices are sent with a breakdown of the cost, down to worker level, so that the details can be verified before payment is sent/received. Invoices can be customised as per client requirements.

As part of the ‘back office’ process, the Customers and Suppliers will be able to access the reporting function and download the ‘Approved Timesheet & Expense Report’, which will detail the time and expense that has been submitted and approved for payment by the client.

The report will only detail the time/expenses relating to workers they are representing. The content of this report is fully customisable, and will contain all information required by Suppliers, for input into their financial management systems, and subsequently arrange payments to the Workers.

Clarity has the capacity to interface with third party supplier systems to link payroll and invoicing processes. This requirement will be investigated during the implementation process.

2 Accessibility

Clarity is a bespoke web based system that handles all aspects of the workforce demand management. All that is required for authorised users is a computer, access to the Internet, the appropriate URL and login details. All main browsers can access the online web portal (preferably a minimum of IE8 if using Internet Explorer).

Clarity operates a Java based interface, ensuring cross platform compatibility, interrogating an Oracle database and is accessible globally through the use of a username and password via a secured browser connection with up to 256-bit SSL/TLS encryption. Each client application sits on dedicated Intel based servers, hosted by a certified and accredited hosting facility.

3 Information Assurance

Clarity warrants an impact level of 0 or IL0 due to the nature of the data held on the technology, the information collected throughout the process and the platform on which it is accessed. Clarity technology partner, Skillstream, is ISO27001 certified.

4 Hosting, backup/restore and disaster recovery

CLARITY servers are hosted by Pulsant, a Microsoft Gold Certified Partner and a leading provider of web services. Pulsant has its own Network Operations Centre, builds its own servers, and operates its own resilient network.

In terms of physical security: 24x7x365 CCTV surveillance, both inside and outside facility with uniformed 24x7 guard service and advanced intruder detection systems. Access to the environment may only be attained by a limited number of authorised personnel passing through a series of electronic and visual identity validation systems including, but not limited to, a biometric hand scan and retina scan. Once the authorised person's identity has been verified as a member of the appropriate team, access is granted.

Throughout the facility video cameras monitor all sections of the building and the surrounding grounds. Within this facility all Clarity equipment is kept in dedicated secured cabinets.

Pulsant are full Nominet and RIPE (European IP Registry) members. Being a full RIPE member ensures that their totally resilient multihomed (BGP4) network is available at all times. Even if one of their fibre connections goes down they will automatically and instantly switch to an alternative route - ensuring servers are visible to everyone on the Internet at all times.

The data on the servers is backed up every two hours and stored offsite, allowing for immediate recovery in the event of a physical attack. This back up service is hosted in a secure location a minimum of 50 miles away from the main data centre.

5 On-boarding and Off-Boarding processes/scope etc.

In terms of On-boarding a new client CLARITY follows a strict implementation plan to gather all requisite data and minimise the impact of change on the client organisation:

CLARITY operate a robust implementation strategy to ensure that the integration of the VMS system is successfully managed using detailed PMI methodologies and practices. We ensure that all stages of the implementation process are monitored and recorded, offering all involved parties, clear visibility of timescales, issues, requirements and responsibilities. In order to effectively manage the smooth transition, we use detailed documentation to clearly outline the various stages of the project process.

6 The implementation Phases

We have set out below, a clear and concise implementation approach which is split into 6 phases –

6.1 Initiation Phase

- Contract Execution
- Creation of Governance Board/Steering Committee
- Needs Analysis Meetings (User System Requirements)
- Project Initiation Meetings (Definition of Implementation Process)
- Assigning Project Resources (Identification of Project Team Members)
-

6.2. Planning Phase

- Agree Upon Project Charter, Project Plans and Communications Plan
- Risk Analysis and Critical Success Factors
- Project Kick Off Meeting (Presentation of Aims and Objectives)
- Introduction of Subject Matter Experts (SMEs)
- Initiate Project Team Meetings (Definition of Roles and Responsibilities)
- Definition & Documentation of ‘As Is’ Process (Visio Process Maps)

6.3 Execution Phase

- Gather Business/System Requirements
- Review and Sign Off of Business/System Requirements
- Definition & Documentation of ‘To Be’ Process (Visio Process Maps)
- Agreement of System Integration and future Work Flow
- Completion and agreement of system ‘User stories’
- Estimation and agreement of development timescales

6.4 Development Phase

- Development of system, based on agreed User Stories
- On-going Project Team communications/updates

- Highlight system requirement alterations (Change Management Process)

6.5 Testing & Training Phase
- QAT (Internal Systems Testing)
- UAT (Client Systems Testing)
- Sign off and agreement on UAT Test Scripts
- Supply of Training Documentation
- Supply of User Manuals/release notes

6.6 Close & Control Phase
- Data Uploads to Live Site
- Deployment of Site to Production
- Post deployment activities

7 Training and Support

7.1 If there are any technical difficulties with Clarity, the [CLIENT] may enlist assistance through contacting the Clarity support team.

7.2 The Contractor will provide a webinar training session on the use of the Clarity system for the authorised users of the Customer. A Clarity manual will also be provided to the Customer.

SCHEDULE 2

SERVICE LEVEL AGREEMENTS

Clarity is managed to a clearly defined set of SLA standards. All system support related issues are managed by a dedicated Support Team at Clarity. Live monitoring of Clarity, flags any approach to degradation of service standards or system vulnerabilities with alerts, and the user experience is regularly monitored /reviewed by the Clarity Support Team. Monitoring is primarily provided by Quest Big Brother but also includes OS-native alert systems (logwatch, sudo attempts, security digest etc).

The Service Level Agreements ensure process efficiency and are a recommended level of service to be delivered by the Client's managed service recruitment desk. The measures detailed in Table 1 (below) apply to the core operation hours. Core operating hours are 8am to 6pm on normal business days (Monday to Friday inclusive excluding any Bank holidays in England and Wales). A reduced service may be provided by the Client outside of the core operating hours based upon targets developed with the Client during the implementation phase

Financial recompense model for not meeting service levels

If the Solution is not available in accordance with the availability level set above, the following service credits shall apply:

Annual Availability Achieved Service Credit

- between 99.89 and 98% 3 %
- between 97.99 and 97% 6 %
- between 96.99 and 96% 9 %
- between 95.99 and 95% 12 %
- less than 95% 15 %

Service credits are expressed as a percentage of the annual Licence Fee, the client must take a claim for any service credit due within 60 days of notification of its entitlement to such service credit. Service credits will be credited to the next invoice issued to the Customer following the period in which the availability of the Solution did not meet the availability standard set out above.

SCHEDULE 3

FEES, CHARGES & PROMOTIONAL ACTIVITIES

1. Fees

Services are as described in Schedule 1 and any amendment to the Services so described shall be at the sole discretion of CLARITY and notified to the Client.

Services as described in Schedule 1 are charged at £0.00 for the duration of the Initial Term of this Agreement. Charges and fees are to be reviewed and revised thereafter.

2. Charges

Any developments requested or required by a Client that are in addition to the Services as described at Schedule 1 will be delivered at additional cost to the Client at the rate of £1,000.00 + VAT per business day during core operating hours. Any additional costs are to be agreed by the parties in advance of being incurred.

3. Promotional Activities

3.1 The Client agrees to cooperate with Clarity's lawful PR activities relating to the Services which may include, but shall not be limited to, reviewing and commenting on press releases, providing or facilitating photographs or videos for the same and providing materials for blogs, websites and social media where requested. The client shall use its reasonable efforts to procure that it employees will cooperate with Clarity and provide all related consents (including but not limited to those required under the relevant data protection laws) in connection with such PR activities.

3.2 The Client agrees to use its reasonable efforts to ensure, or otherwise procure on CLARITY' behalf, that Clarity is presented with and shall have available to it, reasonable marketing opportunities including (but not limited to) the use of participatory stands at events (including conferences and such like) and that it is provided with opportunities to present information about Clarity to any parties attending such events where such promotion is relevant to the event and practicable.

SCHEDULE 4
SYSTEM AVAILABILITY

1. Clarity will take all reasonable measures to ensure continuity of the Services.

2. The Clarity software shall have 98.0% availability rate where the Client's internet is fully functional. Availability rates shall be reviewed from the first date of the month following the 'go live' date. Planned and agreed maintenance shall be excluded from the calculation of availability of the solution.

3. Service Availability will be measured monthly and reported monthly.

4. Clarity will provide a Monthly Availability Report (excel table) listing the availability percentage of each Client system (availability per Client work order) using information derived from an agreed network monitoring software tool Clarity currently utilises Quest's Big Brother Professional Edition)

5. Where the Client's internet is fully functional, Claity will expect the Clarity software to have the following response times:

5.1. Display record / entity (jobs, candidates data etc) screens within 2 seconds on 90% of occasions

5.2. Execute a candidate search within 5 seconds on 90% of occasions

5.3. Return the data for Recruitment Desk executed reports within 15 seconds on 90% of occasions

6. The time will be measured from the point at which the action is submitted by the user to the time the appropriate page or response has fully loaded / returned.

SCHEDULE 5
FAULT REPORTING

Definition of Priority

1. Clarity will promptly in the circumstances of each case jointly determine the priority of any defect, using one of following priorities (if the parties cannot agree, the priority of a defect will be determined by Clarity acting reasonably):

Priority	Description	Response Time (After Receipt)	Target Resolution Time (After Receipt)
Priority 1	The entire System is 'down' and inaccessible or major components of the System are not operational and work cannot continue without impacting on business critical delivery.	Within 1 business hour	6 business hours; Continuous effort after initial response and with the Client's full cooperation.
Priority 2	Operation of the System is severely degraded, or non business critical components of the service are not operational and work cannot reasonably continue.	Within 2 business hours	Within 1 business days after initial response.
Priority 3	Certain non-essential features of the System are impaired while most major components of the Service remain functional.	Within 8 business hours	Within 5 business days after initial response.
Priority 4	Errors that are, generally, non-disabling or cosmetic. There is clearly little or no impact to the normal operation of the Systems	Within 24 business hours	Next release of software.

1. **Note**

For the purpose of fault reporting, a business day is between 9.00am and 5.30pm (local time) Monday to Friday and a business hour is an hour during a business day.

Any issues that occur outside of these hours must be reported to the out of hours team using the contact details provided to the Client at the time of agreeing the Implementation Plan

2. **Escalation**.

If a Priority 1 or 2 incident has not been resolved within the Target Resolution Time, the incident will be escalated immediately to the Director or equivalent of each party.

If Clarity is experiencing difficulties with technical support, it may also escalate the situation to Clarity's Manager of technical services by contacting Clarity directly.

3. **Changes to Integration Interfaces**

Where integration interfaces and software updates are required which are likely to affect the operability or functionality of the integration interface, Clarity will provide notice to the Client of such changes and use all reasonable endeavours to ensure the continued operation of the Services.

Clarity will provide the Client with at least 30 days advance notice of any changes which may temporarily significantly affect the operation of the Services (equivalent to a Priority 1 or Priority 2 fault). Such notice will the new interface specifications and a technical contact to assist with queries regarding these changes.

Clarity may undertake integration testing to ensure a smooth transition during any software updates. The Client may elect not to receive any software updates until such time as it is reasonably satisfied that the updates would not negatively affect its use of the Services to the same extent as a Priority 1 or Priority 2 fault.

SCHEDULE 6
PERSONNEL

1. CLARITY

Account Project Manager	
Account Manager	

2. Client Account Team

Executive sponsor	
Project representative	
Project representative	

3. Client's Project Manager:
Name:

Job Title:

4. Client support representatives: These representatives are the only representatives of the Client who may request support from CLARITY.

1. Name:

   Job Title:

2. Name:

   Job Title:

SCHEDULE 7

DATA PROTECTION PROCESSING AGREEMENT

THE FOLLOWING DEFINITIONS APPLY:

Data Controller: shall have the same meaning as set out in the Data Protection Act 1998

Data Processor: shall have the same meaning as set out in the Data Protection Act 1998

Data Protection Legislation: the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Data Subject: shall have the same meaning as set out in the Data Protection Act 1998

Personal Data: shall have the same meaning as set out in the Data Protection Act 1998

Process: has the meaning given to it under the Data Protection Legislation but, for the purposes of this agreement, it shall include both manual and automatic processing

Services: the services to be delivered by or on behalf of the Client under this agreement

Staff: means all persons employed by the Client to perform its obligations under the agreement together with the Client's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the agreement.

Sub-Contract: any contract or agreement or proposed contract or agreement between the Client and any third party whereby that third party agrees to provide to the Client the Services or any part thereof or facilities or services necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof.

Sub-Contractor: the third party that enters into a Sub-Contract with the Client. Words in the singular include the plural and vice versa.

Words in the singular include the plural and vice versa.

CLAUSES

1. DATA PROTECTION

1.1 The Client shall (and shall procure that any of its Staff involved in the provision of the agreement) comply with any notification requirements under the Data Protection Legislation and both parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with the agreement.

1.2 Notwithstanding the general obligation in clause 1.1, where the Client is processing Personal Data as a Data Processor for CLARITY, the Client shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and

(a) provide Clarity with such information as CLARITY may reasonably require to satisfy itself that the Client is complying with its obligations under the Data Protection Legislation;

(b) promptly notify Clarity of any breach of the security measures required to be put in place pursuant to clause 1.2; and

(c) ensure it does not knowingly or negligently do or omit to do anything which places CLARITY in breach of CLARITY'S obligations under the Data Protection Legislation.

1.3 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

2. PROTECTION OF PERSONAL DATA

2.1 With respect to the parties' rights and obligations under this agreement, the parties agree that CLARITY is the Data Controller and that the Client is the Data Processor.

2.2 The Client shall:

(a) process the Personal Data only in accordance with instructions from CLARITY (which may be specific instructions or instructions of a general nature as set out in this agreement or as otherwise notified by Clarity to the Client during the term of this agreement);

(b) process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body;

(c) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

(d) take reasonable steps to ensure the reliability of any Staff who have access to the Personal Data;

(e) obtain prior written consent from Clarity in order to transfer the Personal Data to any Sub- Contractors or affiliates for the provision of the Services;

(f) ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 2;

(g) ensure that none of the Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by Clarity;

(h) notify Clarity (within 48 working hours), if it receives:

(i) a request from a Data Subject to have access to that person's Personal Data; or

(ii) a complaint or request relating to Clarity's obligations under the Data Protection Legislation;

(i) provide Clarity with full co-operation and assistance in relation to any complaint or request made, including by:

(i) providing Clarity with full details of the complaint or request;

(ii) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with Clarity's instructions;

(iii) providing Clarity with any Personal Data it holds in relation to a Data Subject (within the timescales required by Clarity); and

(iv) providing Clarity with any information requested by Clarity;

(j) permit Clarity or Clarity's representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, the Client's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by Clarity to enable Clarity to verify and/or procure that the Client is in full compliance with its obligations under this agreement;

(k) provide a written description of the technical and organisational methods employed by the Client for processing Personal Data (within the timescales required by C Clarity); and

(l) not Process Personal Data outside the European Economic Area without the prior written consent of Clarity and, where Clarity consents to a transfer, to comply with:

(i) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and

(ii) any reasonable instructions notified to it by Clarity.

2.3 The Client shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this agreement in such a way as to cause Clarity to breach any of its applicable obligations under the Data Protection Legislation.

2.4 The Client warrants that it will perform its obligations under this Agreement in a professional manner to the highest standards of skill and care, using suitably qualified Staff, and that it will use its best endeavours to achieve the objectives agreed between the parties. The Client shall indemnify and keep indemnified Clarity against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by CLARITY arising out of or in connection with Client's breach of this Agreement and/or Data Protection Legislation.

Signed by a duly authorised officer/representative for and on behalf of Clarity

……………………………………………….

Director Signature

……………………………………………….

Print Name

……………………………………………….

Job Title

Signed by a duly authorised officer/representative for and on behalf of
[CLIENT]

……………………………………………….

Director Signature

……………………………………………….

Print Name

……………………………………………….

Job Title