

BACKGROUND

Randall's is in the business of providing parliamentary information covering UK Parliament (Westminster), Scottish Parliament, Welsh Parliament and Northern Ireland Assembly.

Agreed terms

1. Interpretation

1.1 Definitions:

Agreed Purpose: the performance by each party of its obligations under this Agreement in respect of the providing and sharing, of information on Westminster, Whitehall, the Scottish and Welsh Parliaments and the Northern Ireland and Greater London Assemblies and PPCs/Candidates for the 2024 General Election.

Customer Materials: means any and all information, specifications, data, and documents provided by the Customer to the Supplier (whether in hard copy or in an electronic format) in the course of the Supplier supplying the Services.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: (a) To the extent the UK GDPR applies, the law of the United Kingdom or of 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 the party is subject, which relates to the protection of personal data.

Deliverables: all products, layouts, designs, original works and any other materials which arise or are obtained or developed by Randall's (or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts) contained within the Touchbase service.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Force Majeure Event: any cause preventing a party from performing any or all of its obligations under this Agreement which arises from or is attributable to acts, events, omissions or accidents beyond that party's reasonable control including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of that Party or any other person) failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, epidemic, pandemic, fire, flood, tsunami.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software,

database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Permitted Recipients: the parties to this Agreement, the employees of each party, any third parties engaged to perform obligations in connection with this Agreement.

Randall's IPRs: all Intellectual Property Rights subsisting in the Deliverables (including but not limited to all copyright).

Services: the services to be provided by Randall's pursuant to this Agreement via the Touchbase platform at (touchbase.randallsmonitoring.co.uk)

Shared Personal Data: the personal data of third-party data subjects to be shared between the parties under clause 4.2 of this Agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- (a) biographical and contact information of parliamentarians and candidates,
 - (b) links to public record speeches, press releases, articles and other written works and Hansard/Official Report contributions,
 - (c) Press articles, interviews and social media posts,
- all of which are publicly available, and;
- (d) Any data including notes, mailings, documents stored on the Touchbase system by the Customer at any time

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Interpretation:

- (a) A reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes post and email.

2. Supply of Services

2.1 Randall's shall supply the Services to the Customer in accordance with this Agreement.

2.2 In supplying the Services, Randall's shall:

- (a) perform the Services with reasonable care and skill;
- (b) use reasonable endeavours to perform the Services;
- (c) obtain all necessary licences and comply with all applicable laws, statutes, regulations and codes from time to time in force; and
- (d) comply with all applicable laws, statutes, regulations and codes from time to time in force.

3. Intellectual Property

3.1 Randall's and its licensors shall retain ownership of all Randall's IPRs. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.

3.2 Randall's grants to (and shall procure that any relevant third-party licensors shall grant) the Customer a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy, modify and use Randall's IPRs for the sole purpose of receiving and using the Services and the Deliverables in the Customer's business or function as central government body during the term of this Agreement. No information received as part of the Services and/or the Deliverables may be distributed beyond the Customer's immediate organisation without express prior consent from a Director of Randall's; such consent not to be unreasonably withheld or delayed or conditioned.

3.3 Randall's grants to (and shall procure that any relevant third-party licensors shall grant) the Customer a fully paid-up, worldwide, non-exclusive, royalty-free, sub-licence, perpetual and irrevocable licence to copy, modify and use Randall's IPRs for the sole purpose of receiving and using the Services and the Deliverables (including Randall's IPR that is embedded in or which is an integral part of the Deliverables but excluding Customer Materials) in the Customer's business.

3.4 Randall's use its best endeavours that the receipt, use of the Services and the Deliverables by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party.

3.5 The Customer shall indemnify Randall's for any amounts awarded against Randall's in judgment or settlement of such claims arising out of or in connection with any claim that Randall's use of the Customer Materials infringed a third party's Intellectual Property Rights, provided that, if any third party makes a claim, or notifies an intention to make a

claim, against Randall's which may reasonably be considered likely to give rise to a liability under this indemnity (Claim), Randall's:

- (a) as soon as reasonably practicable, gives written notice of the Claim to the Customer, specifying the nature of the Claim in reasonable detail;
- (b) does not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Customer (such consent not to be unreasonably conditioned, withheld or delayed);
- (c) gives the Customer and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Randall's, so as to enable the Customer and its professional advisers to examine them and to take copies (at the Customer's expense) for the purpose of assessing the Claim; and
- (d) subject to the Customer providing security to Randall's to Randall's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, takes such action as the Customer may reasonably request to avoid, dispute, compromise or defend the Claim.

3.6 The Customer grants Randall's a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of the Agreement for the sole purpose of providing the Services to the Customer in accordance with this Agreement.

4. Data Protection

4.1 For the purposes of this clause 6, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing and appropriate technical and organisational measures** shall have the meaning given to them in the Data Protection Legislation.

4.2 **Shared Personal Data.** This clause sets out the framework for sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

4.3 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.

4.4 **Particular obligations relating to data sharing.** Each party shall:

- (a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purpose;
- (b) give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or **destruction of, or damage to, Personal data**;
- (f) **ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous** than those imposed by this Agreement; and
- (g) not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensure that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

4.5 **Mutual Assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject rights request;
- (c) provide the other party with reasonable assistance in complying with any data subject rights request;
- (d) not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;

- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Shared Personal Data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 6 and allow for audits by the other party or the other party's designated auditor; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

4.6 **Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

5. **Limitation of liability**

5.1 Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

- 8.2 Subject to clause 8.1 and clause 8.3 Randall's total liability to the Customer in contract (including under any indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with this Agreement shall be limited to the Charges paid or payable by the **Customer for the Services**.
- 5.3 Subject to clause 8.1 Randalls shall not be liable under any circumstances for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and/or
 - (g) indirect or consequential loss.
- 8.4 This clause 8 shall survive the termination for any reason or expiry of this Agreement.
- 6. General**
- 6.1 Force Majeure.** Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from a Force Majeure Event.
- 6.2 Assignment and other dealings.**
- (a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without Randall's prior written consent.
 - (b) Randall's may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.
- 6.3 Waiver.**
- (a) A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
 - (b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

6.4 Severance. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 10.7 shall not affect the validity and enforceability of the rest of this Agreement.

6.5 Notices.

- (a) Any notice given to a party under or in connection with the Agreement shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business; or
 - (ii) or sent by email to the address contracts@randallsmonitoring.co.uk
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission if correctly sent to the valid and correct address of the recipient and subject to no bounce back message of failure to send being received, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (d) This clause 10.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6.6 Third party rights.

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

6.7 Governing law. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

6.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.