

Annex II - Data Provider Contract Template

THIS AGREEMENT is dated at the date of the last signature below.

Between

- (1) [FULL COMPANY NAME] incorporated and registered in [] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the Data Provider).
- (2) UNIVERSITY OF SOUTHAMPTON, RC000668, established in Highfield, SOUTHAMPTON SO17 1BJ, United Kingdom, VAT number GB568630414 (the University).

Each a "Party" and together the "Parties".

Date of Agreement (date of signature): [Add date]

The Parties agree to be bound by the Agreement (as defined in sub-clause 1.1 (Definitions and interpretation) of the attached terms and conditions).

<p>Signed on behalf of</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>Signed on behalf of University of Southampton</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p>
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Data	<p>Add description of the Data to be provided including whether the Data:</p> <ul style="list-style-type: none"> has been subject to any anonymisation procedures (detailed below); or has been subject to Pseudonymisation Procedures (as defined) and as detailed below. <p>Note that the Data must not include Personal Data save to the extent that Pseudonymisation Procedures have been applied to, and any other relevant measures have been taken, to reduce re-identification risk from the Data as far as reasonably possible.</p>
Anonymisation techniques	Describe any anonymisation procedures used for the Data
Pseudonymisation Procedures	Describe any Pseudonymisation Procedures used for the Data
Datathon Data (if applicable)	Add a description of the sub-set of the Data that is able to be used for the purposes of a Datathon.
File Delivery Method	<p>Describe the medium of transfer of the Data, for example:</p> <p><i>The medium of transfer will depend on the size of the files and will either be an upload to the University, or a physical medium such as CD, DVD, memory stick or hard drive. Whichever option is used, the physical medium will be password protected with passwords transmitted separately.</i></p> <p><i>The data will be a one off delivery and routine updates are not anticipated.</i></p>

Termination Date	[Add date]
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Background:

- (A) The University is the lead coordinator of the Horizon 2020 funded European Project, Data Pitch (the "Project") which will provide the technological and legal infrastructure for the owners of data sets to share their data in a secure and reliable environment and for SMEs to experiment with that Data as part of the Project.
- (B) The Data Provider has agreed to provide the Data to the University for the Project and as further specified in the University Permitted Use (as defined) which includes sharing the Data with SME Participants (as defined) and third parties involved in the Project for research purposes only.
- (C) The University has agreed that it will only use the Data for the University Permitted Use and on the terms of and subject to the conditions of this Agreement.
- (D) The University has agreed to sub-license the results of the research activities of the SME Participants generated from using the Data as part of the Project to the Data Provider.

It is agreed as follows:

1. Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"**Agreement**" means this Agreement (including any schedule or annexure to it and any document in agreed form).

"**Confidential Information**" means any commercial or technical information in whatever form or medium which is disclosed by one Party (the "**Disclosing Party**") including in the case of Data Provider, a company in the Data Provider Group, to the other Party and Confidential Information shall include, without limitation:

- (a) all business, statistical, financial, technical, marketing and personnel information, customer or supplier details, know-how, designs, trade secrets, methodologies or software; and
- (b) all Intellectual Property Rights of the Disclosing Party or its licensors,

but excluding the Data unless it is identified as Confidential Information.

"Data" means as described on page 2 of this Agreement and includes Datathon Data if relevant.

"Data Protection Authority" means the relevant data protection authority in the territories where the parties to this Agreement are established.

"Data Protection Directive" means the EU Data Protection Directive (95/46/EC) of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

"**Data Provider Group**" means the Data Provider and its subsidiaries and holding companies, "subsidiary" and "holding company" having the meanings ascribed to those terms in Section 1159, Companies Act 2006.

"Data Controller" means as defined in the DPA, the Data Protection Directive before 25 May 2018, and the General Data Protection Regulation from 25 May 2018 onwards.

"Data Processor" means as defined in the DPA, the Data Protection Directive before 25 May 2018, and the General Data Protection Regulation from 25 May 2018 onwards.

"Data Subject" means as defined in the DPA, the Data Protection Directive before 25 May 2018, and

the General Data Protection Regulation from 25 May 2018 onwards.

"Datathon" means an intense workshop that asks participants to utilise the Datathon Data provided to answer performance driven questions or to develop innovative commercialisation opportunities using Data.

"Datathon Data" means a sub-set or independent set of Data where this is provided by the Data Provider for use as part of a Datathon and as described on page 2 of this Agreement.

"DPA" means the UK Data Protection Act 1998 (as amended).

"General Data Protection Regulation" means the EU General Data Protection Regulation ((EU) Regulation (2016/679) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

"File Delivery Method" means as described on page 2 of this Agreement.

"Intellectual Property Rights" means all industrial and intellectual property rights including patents, utility models, rights in inventions, registered designs, rights in designs, trademarks, copyright and neighbouring rights, database rights, moral rights, trade secrets, and rights in confidential information and know-how (all whether registered or unregistered and including any renewals and extensions thereof) and all rights or forms of protection having equivalent or similar effect to any of these which may subsist anywhere in the world and the right to apply for registrations of any of the foregoing.

"Personal Data" means as defined in the Data Protection Directive before 25 May 2018; and the General Data Protection Regulation from 25 May 2018 onwards.

"Privacy and Data Protection Requirements" means the Data Protection Act 1998 (the DPA), the Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC) and any new EU law repealing that legislation where it applies during the Term of this Agreement, the General Data Protection Regulation ((EU) Regulation (2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended), and all applicable laws and regulations relating to the processing of the personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other national Data Protection Authority, and the equivalent of any of the foregoing in any relevant jurisdiction.

"Pseudonymisation Procedures" means the processing of Personal Data in such a manner that the Personal Data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the Personal Data are not attributed to an identified or identifiable natural person.

"Results" means any tangible or intangible outputs of the Project such as data knowledge or information, in whatever form or nature, whether it can be protected or not, that are generated by the SME Participant in the Project, as well as any Intellectual Property Rights attached to it.

"SME Participant" means an organisation that fulfils the definitional criteria of a H2020-funded project Small to Medium sized enterprise and is selected as part of the Project for funding to support a proposal which utilises the Data.

"Term" means the period commencing on the date of this Agreement and ending on the Termination Date.

"Termination Date" means as described on page 2 of this Agreement.

"University Permitted Use" means the storage, hosting, sharing and distribution of the Data including the Datathon Data in accordance with the licence in Clause 3 for the purpose of:

- (a) the conduct of Datathons; and
- (b) the incubation of SME Participants after their selection for funding,

each as part of the Project.

- 1.2 In this Agreement, unless the context otherwise requires:
- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
 - (b) a reference to:
 - (i) any Party includes its successors in title and permitted assigns;
 - (ii) a "person" includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);
 - (iii) clauses are to clauses of this Agreement; and
 - (c) the headings are for convenience only and shall not affect the interpretation of this Agreement.
2. Consideration
- 1.3 In consideration of the mutual exchange of information by the Parties under this Agreement:
- (a) Data Provider agrees to supply the Data in accordance with this Agreement; and
 - (b) the University agrees to use the Data for the University Permitted Use and to sub-license the Results of the research activities of the SME Participants generated from using the Data as part of the Project in accordance with this Agreement.
- 1.4 The Parties shall each be responsible for their own costs incurred in negotiating and performing their respective obligations under this Agreement.
2. Licence
- 2.1 Subject to Clause 3.2, Data Provider grants to the University a non-exclusive, non-transferable, revocable licence, to:
- (a) access, view and combine or aggregate the Data with other data or information or adapt the Data; and
 - (b) store the Data on its IT systems,
- for the University Permitted Use during the Term.
- 2.2 Data Provider grants to the University the right to sub-license:
- (a) Datathon Data to third parties to use for research purposes for participation in a Datathon; and
 - (b) Data to SME Participants to use for research purposes in the Project.
- 2.3 Except as expressly provided in this Agreement, the University shall not:
- (a) use the Data for any purpose whatsoever other than the University Permitted Use;
 - (b) use the Data (wholly or in part) in its products or services; or
 - (c) redistribute the Data (wholly or in part) to any third parties.
2. Intellectual Property
- 2.1 The University acknowledges that:
- (a) all Intellectual Property Rights in the Data shall at all times remain the property of Data Provider or its licensors;
 - (b) no licence or any proprietary right shall be granted to the University other than as expressly set out in this Agreement for the University Permitted Use; and
 - (c) Data Provider or its licensors has or have made and will continue to make substantial investment in the obtaining, verification, selection, co-ordination, development,

presentation and supply of the Data.

2.2 Any Intellectual Property Rights in the Results shall be owned by the SME Participants that generated it. SME Participants will be required to grant a non-exclusive licence to the University to use Intellectual Property Rights in the Results as part of the Project which shall be sub-licensable to the Data Provider.

2.3 Data Provider agrees (where it is free and reasonably able to do so) to license any Data that may be required to enable the University or an SME Participant to exploit such Intellectual Property Rights in the Results after the Term for research purposes.

2.4 The University grants to Data Provider a non-exclusive, non-transferable, sub-licence to the Results generated by the SME Participant in the Project for a period of one (1) year after the end of the Project for the purpose of internal use, which may be commercial use, and for the avoidance of doubt, where the Results are software, the sub-licence granted allows for the use of the software by the Data Provider, but does not permit the commercial re-sale of that software by the Data Provider.

2.5 Neither Party shall use the other Party's name or logo in any press release, or for any other promotional purpose, without first obtaining the other Party's written consent.

3. The University's Obligations

3.1 The University shall:

(a) only make such copies of the Data as are strictly required in relation to the University Permitted Use;

(b) not extract, re-utilise, use, exploit, redistribute, copy or store the Data other than for the University Permitted Use or as expressly permitted by this Agreement;

(c) in the event that the Data contains data that has been made subject to anonymisation techniques or Pseudonymisation Procedures, not attempt to reverse engineer, decrypt, de-anonymise, derive or otherwise re-identify such data; and

(d) not do anything that may damage the reputation of Data Provider.

3.2 The University shall establish and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk to prevent the unauthorised or unlawful use or processing of the Data and against accident, alteration, actual loss or destruction of, or damage to, the Data, having regard to the state of technological development.

3.3 The University will enter into agreements with third parties for Datathon participation and SME Participants for incubation in terms that are consistent with the terms of this Agreement.

3.4 If the University breaches its obligations under this Agreement or is investigated by any relevant regulator or it receives any request, claim, complaint, notice or communication in relation to the use of the Data, it shall immediately notify Data Provider and shall co-operate fully with Data Provider in relation to such matter and will enable Data Provider or any relevant regulator to have prompt accompanied access during regular business hours to premises or operations where such Data is processed.

3.5 The University shall notify Data Provider promptly if any Data is or is suspected to have been lost or destroyed or become damaged, corrupted or unusable and shall restore such Data at its own expense.

4. Data Provider's Obligations

4.1 Data Provider shall provide the Data to the University in accordance with the File Delivery Method.

4.2 Subject to Clause 6.3 and 6.4, and Clause 7, Data Provider shall only provide Data that does not contain Personal Data.

4.3 In the event that the Data provided relates to natural persons that may be singled out from the data, Data Provider shall ensure that such data cannot be attributed to such persons and shall use all reasonable endeavours and take all due care to ensure that the risk of re-identification of such individuals from such data, whether alone or when processed together with other information in

possession of either party, is minimised to the greatest extent possible given the nature of the Data.

4.4 The Data Provider shall disclose to the University the anonymisation techniques and Pseudonymisation Procedures used by Data Provider where the Data provided relates to natural persons and such procedures and techniques shall meet the requirements of all reasonable endeavours to prevent such persons becoming identifiable from such Data, according to the standards set out in Recital 26 of the Data Protection Directive before 25 May 2018, and Recital 26 of the General Data Protection Regulation after that date. Data Provider shall use all due care by following the guidance provided by the EU Article 29 Data Protection Working Party "Opinion 05/2014 on Anonymisation Techniques".

4.5 Subject to the provisions of Clause 9 (Confidentiality and Publication), the Data Provider agrees that the University may use the information provided in Clause 6.4 on the anonymisation procedures and Pseudonymisation Procedures (if any) that the Data Providers has used for the Data and may disclose such information as part of the Project, including public disclosure as part of an academic paper or otherwise, however, for the avoidance of doubt, the identity of the Data Provider for each anonymisation technique will not be disclosed.

5. Data Protection

5.1 Subject to Clause 7.2, the Parties agree that the Data is not intended to contain any Personal Data and therefore the provisions of relevant Privacy and Data Protection Requirements will not apply to its transmission, storage and use.

5.2 To the extent that the Parties exchange any Data related to natural persons that may be singled out from such Data from which such persons become attributable and therefore the Data potentially contains Personal Data as part of the Project, the Parties shall comply in all respects with relevant Privacy and Data Protection Requirements for that Personal Data and in particular the Parties shall:

- (a) only use such Personal Data to the extent and in such manner as is permitted under this Agreement or the instructions of the other Party having regard to the provisions of the Privacy and Data Protection Requirements, or as is otherwise required by law;
- (b) not transfer such Personal Data to any organisation or location situated outside of the European Economic Area, without the express prior written consent of the other Party, such consent may be subject to and given on terms that may prescribe an obligation to implement model data transfer clauses;
- (c) not cause the other Party to breach any of its obligations under the Privacy and Data Protection Requirements;
- (d) co-operate with the other Party to meet the requirements of any Data Subject access request received from a Data Subject; and
- (e) not contact any individual identified by the Personal Data via any means on behalf of or in relation to the other Party and shall not procure any third party to do so on its behalf.

5.3 For the avoidance of doubt, to the extent that the Data is found by any court or competent authority to be Personal Data in any jurisdiction, the Parties acknowledge that for the purposes of the Data Protection Act 1998, the Data Protection Directive, and the General Data Protection Regulation, the Data Provider is the Data Controller and the University is the Data Processor of such Personal Data. This acknowledgement by the Parties is not intended to preclude the possibility that a court or competent authority may find the SME Participant to be joint Data Controller with the Data Provider, depending on the arrangements to be put in place by which any such Personal Data may be stored in the Project.

5.4 In the event that the data protection laws or approaches to compliance of the United Kingdom and other territories where the parties to this Agreement are established conflict, the requirements of the country that necessitates stricter or additional requirements to protect individuals' privacy and personal data shall be applied as long as these are in accordance with EU law.

6. Audit

6.1 The University shall permit Data Provider to carry out an audit to verify that the University is complying with this Agreement in relation to its use and storage of the Data on condition that Data Provider:

- (a) gives reasonable notice of any such audit and conducts such audit during normal working hours;
- (b) observes the University's security and confidentiality procedures in relation to the protection of Confidential Information concerning any clients or customers of the University;
- (c) complies with the University's reasonable regulations governing security and health and safety as have been notified to it in advance; and
- (d) takes all reasonable steps to minimise disruption to the University's business or research activities during such audit.

7. Confidentiality and Publication

7.1 Each Party shall treat the Confidential Information with the same degree of care and apply no lesser security measures than it affords to its own confidential information and shall use reasonable endeavours to ensure that these measures provide adequate protection against unauthorised disclosure, copying or use.

7.2 Both Parties shall use reasonable endeavours not to disclose the Confidential Information to any third party, save for those directors, officers or employees and any relevant SME Participant who need to know it strictly for the purpose of exercising or performing its rights and obligations under this Agreement.

7.3 The obligations of confidentiality in this Clause 9 shall continue for a period of five (5) years after the termination/expiry of this Agreement but shall not apply to information if:

- (a) it is required to be disclosed by law, court order or other authority of competent jurisdiction or any regulatory or government authority to which it is subject, but in each case only to the extent required and for the purpose of such disclosure;
- (b) the information has entered the public domain through no fault of the other Party;
- (c) the information is developed independently without recourse to the Confidential Information; or
- (d) the other Party has given its consent in writing in advance.

7.4 All Confidential Information of Data Provider and copies of it shall be returned to Data Provider within thirty (30) days of receipt of a request from Data Provider or on the Termination Date, whichever is the later. For the avoidance of doubt each Party shall retain the right to keep copies of Confidential Information on their back up system provided that it is not accessed.

7.5 Data Provider agrees that any employee of the University may publish any information or knowledge arising out of its use of the Data, including but not limited to information related to the type of Data, its format, presentation and other attributes of the Data, in accordance with this Agreement in relation to an academic publication, provided that the University ensures that the employee:

- (a) complies at all times with clauses 4, 7 and 9 of this Agreement and any regulations or procedures affecting the publication of such knowledge;
- (b) provides a copy of all information or knowledge which is intended to be published to Data Provider at least thirty (30) days prior to the proposed date of publication; and
- (c) where it receives a notice in accordance with clause 9.6 below, delays publication of the information or knowledge by at least a further ninety (90) days.

7.6 Data Provider may, by giving written notice to the University, require that the University (and

any employee of the University) delays the publication of any information or knowledge by ninety (90) days where, in its reasonable opinion, such delay is necessary for Data Provider to seek protection of its (and its licensor's) Intellectual Property Rights or to prevent the publication of Confidential Information.

7.7 Nothing in this Agreement shall prevent Data Provider from having recourse to a court of competent jurisdiction for the purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary to avoid irreparable damage in relation to its Intellectual Property Rights or Confidential Information.

8. Warranties

8.1 Each Party represents and warrants that they shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. Breach of this clause shall be deemed a material breach of this Agreement that cannot be remedied and shall entitle either Party to terminate this Agreement with immediate effect.

8.2 Data Provider warrants that it has the right to license the receipt and use of the Data and that the Data provided:

(a) does not infringe the Intellectual Property Rights of any third party; and

(b) does not contain Personal Data, including because it was subject to adequate anonymisation techniques, pursuant to the obligations set out in Clauses 6 and 7, prior to its disclosure for the purpose of its use by the University or its sub-licensees; or

(c) contains Personal Data but that Personal Data has been subject to Pseudonymisation Procedures and any other relevant measures such that the risk of re-identification of individuals is minimised pursuant to the obligations set out in Clause 6 prior to its disclosure for the purpose of its use by the University's sub-licensees.

8.3 Each Party warrants that it has a valid registration with its national Data Protection Authority which, by the time that the data sharing is expected to commence, covers the sharing of the Data pursuant to this Agreement, unless an exemption applies. The details are as follows:

(a) University of Southampton: Registration number Z6801020.

(b) [Data Provider]: [Registration number [.....]] OR explain exemption to registration].

8.4 All other warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

8.5 Without limiting the effect of clause 10.2, neither Party warrants that the Data or the Results are accurate, complete, reliable, useful, fit for purpose or timely and further the University excludes any warranty for third party infringement of the Intellectual Property Rights in the Results.

9. Term and Termination

9.1 This Agreement shall commence on the Date of this Agreement as stated on Page 1 and shall expire automatically without notice on the Termination Date.

9.2 Either Party may by notice in writing immediately terminate this Agreement, if:

(a) the other Party commits a material breach of this Agreement which in the case of a breach capable of remedy has not been remedied within thirty (30) days of the receipt of a notice identifying the breach and requiring its remedy;

(b) the other Party passes a resolution for its winding-up or a court of competent jurisdiction makes an order for the winding-up or dissolution;

(c) any steps are taken for the making of an administration order or the appointment of an administrator under the out-of-court procedure under the Enterprise Act 2002 or notice is given of an intention to appoint an administrator in relation to the other Party or any steps are taken for the appointment of a receiver or administrative receiver, or an encumbrancer takes possession or sells, any of the other Party's assets; or

(d) the other Party is unable to pay its debts (within the meaning of Section 123,

Insolvency Act 1986), ceases for any reason to carry on business or takes or suffers any similar action which in its opinion means that the other Party may be unable to pay its debts.

9.3 Without prejudice to clauses 11.1 and 11.2, Data Provider may by notice in writing immediately terminate this Agreement or suspend the licence granted under this Agreement:

(a) if the University commits a material breach of this Agreement that is incapable of remedy; or

(b) if Data Provider reasonably believes there is no longer valid reasons for the University's continued access to the Data.

9.4 On termination or expiry of this Agreement and unless otherwise expressly stated, all rights and obligations of the University and Data Provider shall immediately cease to have effect and the University shall immediately cease all use of the Data and in accordance with clause 9.4 promptly return the Data and Confidential Information to Data Provider.

10. Entire Agreement

10.1 This Agreement sets out the entire agreement and understanding between the Parties and supersedes all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of this Agreement.

11. Assignment and Sub-licensing

11.1 The University shall have the right to sub-licence the Data to the SME Participants and third parties involved in the Project for the University Permitted Purpose.

11.2 Subject to the permission granted in Clause 13.1, the University shall not assign, transfer, charge or otherwise encumber, declare a trust over or deal in any other manner with this Agreement or any right, benefit or interest under it, or sub-licence or sub-contract any of its obligations under it, without the prior written consent of Data Provider.

12. Waiver

12.1 Any failure or delay of either Party to enforce or to exercise, at any time or for any period of time, any term or any right arising pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect such Party's right to enforce and exercise it.

12.2 A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed by an authorised signatory of the Party who is waiving the breach or provision. Any waiver of a breach of the term of this Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Agreement.

13. Variation

13.1 Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

14. Invalidity

14.1 To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

15. Exclusion of Third Party Rights

15.1 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.

16. Governing Law and Jurisdiction

16.1 This Agreement shall be governed by and construed in accordance with English law.

16.2 The Parties will attempt to settle any dispute or claim arising in accordance with the WIPO Mediation Rules. The place of mediation shall be London and the language used shall be English.

16.3 In the event that any dispute or claim cannot be resolved by mediation, each of the Parties irrevocably submits for all purposes in connection with this Agreement including non-contractual claims and disputes to arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be London and language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

17. Counterparts

17.1 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until both Parties have executed at least one counterpart. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

18. Liability

18.1 Except for that which cannot be limited by law, including death or person injury as a result of a Party's negligence and save for claims under the indemnity in Clause 20.2, the maximum liability for one Party to the other shall not exceed £10,000 (ten thousand pounds).

18.2 Data Provider shall indemnify the University for any and all losses, expenses, costs, proceedings or claims suffered by the University as a result of a breach of the warranties in Clause 10.2 save for any breach that is a result of the University's breach of its obligations in Clause 5.1(c).

18.3 Subject to clause 20.1 and 20.2, neither Party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for any losses, expenses, costs, proceedings or claims arising in connection with the performance or contemplated performance of this Agreement or any collateral contracts, including but not limited to any:

- (a) loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill; or
- (b) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (c) loss or liability (whether direct or indirect) under or in relation to any other contract.

This Agreement has been signed on the date stated as the "Date of Agreement" on page 1 of this Agreement.