

This Agreement is made between: -

	Experian QAS	Contractor
Full company name	QAS Limited	
Registered Office <i>(or, if applicable, principal place of business)</i>	Landmark House Experian Way NG2 Business Park Nottingham NG80 1ZZ	
Company number, if applicable	02582055	

This Agreement shall comprise the following:

- (i) This signature sheet;
- (ii) The terms and conditions attached; and
- (iii) Any role description attached.

The Specified Purpose	For the provision of Services to Experian QAS by the Contractor.
------------------------------	--

The Contractor acknowledges that it has read and understood the terms and conditions attached and agrees to be bound by them.

	Experian QAS	Contractor
Signature of authorised signatory		
Name		
Position		
Date		

Contractor NDA & IP Assignment Terms

These terms are required to be signed by all Contractors before beginning work with Experian QAS to protect confidentiality and to ensure the appropriate assignment of all proprietary rights in the Services performed by the Contractor to Experian QAS.

1. DEFINITIONS & INTERPRETATION

- 1.1. In this Agreement the following words and expressions have the following meanings:
- 1.1.1. **"Confidential Information"** means any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of Experian QAS and/or its customers, suppliers, clients or group companies in or on any medium or format;
- 1.1.2. **"Deliverables"** means all documents, software, products and materials developed or supplied by the Contractor in accordance with the Services;
- 1.1.3. **"Good Industry Practice"** means the exercise of that degree of care, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator seeking in good faith to comply with all relevant laws and engaged in the provision of the same type of services as the Services under the same or similar circumstances and conditions as set out in the Agreement;
- 1.1.4. **"Intellectual Property Rights"** means copyright, database rights, patents, registered and unregistered design rights, registered and unregistered trade marks and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same;
- 1.1.5. **"Services"** means all services (including all Deliverables) supplied by the Contractor to Experian QAS under or in connection with this Agreement; and
- 1.1.6. **"Specified Purpose"** has the meaning set out in the attached signature sheet.

2. PERFORMANCE

- 2.1. The Contractor shall provide the Services to Experian QAS in compliance with: all applicable laws and regulations, the terms of this Agreement and all reasonable instructions given by Experian QAS.
- 2.2. The Contractor warrants that:-
- 2.2.1 it shall perform the Services in accordance with: Good Industry Practice, any timetable as agreed between the parties and the terms of this Agreement;
- 2.2.2 all Deliverables shall be the Contractor's own original work and shall not infringe the Intellectual Property Rights of any third party.
- 2.3 The Contractor shall comply with:-
- 2.3.1 all policies and procedures of Experian QAS as are notified to the Contractor from time to time;
- 2.3.2 the provisions of any third party contract which is relevant to the Services and which Experian QAS brings to the attention of the Contractor from time to time.
- 2.4 Where Experian QAS has provided the Contractor with equipment for the Contractor to use in the provision of the Services:
- 2.4.1 the Contractor warrants that it shall take all reasonable care of such equipment and use its best endeavours to keep such equipment safe and secure;
- 2.4.2 The Contractor acknowledges that it shall acquire no rights of ownership, set-off or lien over such equipment;
- 2.4.3 The Contractor shall not allow any third party to use such equipment nor shall the Contractor use such equipment for any purpose other than the provision of the Services.

3. CONTRACTOR OBLIGATIONS

- 3.1. In consideration of the disclosure of the Confidential Information by Experian QAS to Contractor, Contractor undertakes:
- 3.1.1. to keep the Confidential Information strictly confidential;
- 3.1.2. not to disclose the Confidential Information to any third party;
- 3.1.3. only to use the Confidential Information for the Specified Purpose and no other purposes.
- 3.2. Contractor may disclose Confidential Information and allow its use in accordance with this Agreement by, the following (as long as the conditions in Clause 3.3 are met):
- 3.2.1. employees and officers of the Contractor who necessarily require it as a consequence of the performance of the Contractor's obligations under this Agreement or otherwise for the Specified Purpose;
- 3.2.2. Contractor's auditors and professional advisors solely for the purposes of providing professional advice and any other persons or bodies having a legal right or duty to have access to, or knowledge of, the Confidential Information in connection with the business of the Contractor in relation to the Specified Purpose.
- 3.3. As a condition of the rights set out in Clause 3.2 Contractor must:
- 3.3.1. ensure that any party to whom it discloses Confidential Information is under a written obligation of confidentiality in relation to such Confidential Information equivalent to the terms of this Agreement; and
- 3.3.2. procure that such persons observe the restrictions in this Clause 3.
- 3.4. The restrictions in Clause 3.1 do not apply to any information to the extent that:

- 3.4.1. it is or comes within the public domain other than through a breach of Clause 3.1; or
- 3.4.2. it is in Contractor's possession (with full right to disclose) before receiving it from Experian QAS; or
- 3.4.3. it is lawfully received from a third party (with full right to disclose); or
- 3.4.4. it is independently developed by Contractor without access to or use of the Confidential Information.

4. ACKNOWLEDGEMENTS

- 4.1. If Contractor acknowledges that it shall not acquire by implication or otherwise any right in or title to or licence in respect of any Confidential Information other than as set out in this Agreement.

5. KNOWLEDGE OF UNAUTHORISED USE

- 5.1. If Contractor becomes aware of any unauthorised copying, disclosure or use of any Confidential Information, it shall notify Experian QAS immediately and shall take such steps as are necessary to prevent further unauthorised copying, disclosure or use.

6. RETURN OF CONFIDENTIAL INFORMATION & EQUIPMENT

- 6.1. Contractor shall return to Experian QAS all materials containing Experian QAS' Confidential Information (without retaining copies) and/or equipment belonging to Experian QAS immediately upon the earlier of:
- 6.1.1. the completion of the Specified Purpose or the negotiations or discussions between the parties ending without any further contractual obligation as to confidentiality arising between the parties; or
- 6.1.2. upon termination of any further contractual obligation arising between the parties as a result of the Specified Purpose or other negotiations or discussions; or
- 6.1.3. Experian QAS' demand.

7. SURVIVAL OF AGREEMENT

- 7.1. Contractor acknowledges and agrees that the undertakings given about the Confidential Information shall survive the termination of this or any other Agreement between the parties and shall continue in force until such Confidential Information becomes public knowledge other than by breach of this Agreement.
- 7.2. Each party acknowledges that information will not be deemed public knowledge solely by virtue of the fact that it is embraced by more general information that may have become public knowledge.

8. EQUITABLE RELIEF

- 8.1. Contractor acknowledges that the value of the Confidential Information is such that an award of damages or an account of profits may not adequately compensate Experian QAS in the event of a breach or threatened breach of this Agreement by Contractor. Accordingly:
- 8.1.1. Experian QAS may seek and obtain an interim or final injunction (with or without giving notice to Contractor) to prohibit or restrain it or its employees or officers from any breach or threatened breach of this Agreement; and
- 8.1.2. the Contractor agrees that this Agreement does not in any way compromise Experian QAS' right to seek damages or any other form of relief.

9. INTELLECTUAL PROPERTY

- 9.1. The Contractor shall acquire no rights or interests in any Intellectual Property Rights of Experian QAS by virtue of this Agreement. Contractor warrants, represents and undertakes that it shall only use Intellectual Property Rights of Experian QAS insofar as it is given access for the Specified Purpose and as instructed by Experian QAS.
- 9.2. The Contractor:
- 9.2.1. shall immediately upon creation of any Intellectual Property Right, disclose and deliver to Experian QAS all information and data in its possession, power or control necessary for a full understanding, application and, where applicable, registration of the Intellectual Property Right; and
- 9.2.2. shall deliver to Experian QAS the source code of any software Deliverable when it has been created;
- 9.2.3. assigns to Experian QAS by this Agreement all rights, title and interest with full title guarantee, free from any adverse rights or claims, in all present and future Intellectual Property Rights and all other rights in the Deliverables, and any other products of the Services, which assignment shall include but shall not be limited to, all rights of action for damages for Intellectual Property Rights infringement, all rights in any modifications or enhancements to existing software performed as part of the Services and if necessary it shall procure the assignment to Experian QAS and the waiver of moral rights by the author or creator of such Intellectual Property Rights produced during the performance of the Services; and
- 9.2.4. promptly, and at Experian QAS' request, do all such further acts and execute all such documents as Experian QAS may from time to time require for the purpose of securing for Experian QAS the full benefit of this Agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to Experian QAS in accordance with this Clause.

- 9.3. The Contractor shall irrevocably and unconditionally waive any and all moral rights to any Intellectual Property Rights produced by Contractor pursuant to performance of the Services under the Copyright Design and Patents Act 1988 Chapter IV or any rights or a similar nature under any law in any other jurisdiction.
- 9.4. The Contractor shall indemnify and keep Experian QAS indemnified against any and all losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by Experian QAS (including legal expenses reasonably and properly incurred) arising out of any claim brought against Experian QAS by any third party alleging that its Intellectual Property Rights are infringed by the use by Experian QAS of the Services provided that Experian QAS: informs Contractor of such claim; does not make any admissions that prejudice, or might prejudice the defence of such claim; allows Contractor complete control over the defence of, and over all negotiations relating to, such claim; and provides Contractor with all reasonable assistance as requested by it.
- 9.5. The know-how, techniques or principles used which are the property of the Contractor at the start of the Services shall remain the property of the Contractor.
10. **GENERAL**
- 10.1. This Agreement constitutes the entire agreement and understanding between the parties regarding the subject matter of this Agreement and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing, and except in the case of fraudulent misrepresentation, no representation undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as set out in this Agreement.
- 10.2. The failure of either party to enforce or to exercise, at any time or for any period of time, any term of 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 that party's right later to enforce or exercise it.
- 10.3. The invalidity of any term of or any right arising pursuant to this Agreement shall not in any way affect the remaining terms or rights.
- 10.4. No variation or amendment to this Agreement shall be effective unless in writing signed by the authorised representatives of the parties.
- 10.5. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England and Wales.
- 10.6. If any disputes arise out of, under or in connection with this Agreement, the parties agree that exclusively the English courts shall deal with such disputes.