**AGREEMENT RELATING TO THE SUPPLY OF DATA FOR EVALUATION PURPOSES**

This Agreement is made on the date of the second signature of the parties below

**Between:**

1. **The Ark (CM) Limited**, a company registered in England (Registration No. 04659992), whose registered office is at Unit 1, The old Barn, Wicklesham Lodge Farm, Faringdon, Oxon, SN7 7PN (“Supplier”),
2. **XXXXX**, a company registered in England and Wales (Registration No. 000000000 ) whose registered office is at xxx,xxxxx,xxxxxx,xxxxxx,xxxxxx,xxxxxxx (“**XXXXX**”); and (together the “Parties” and each a “Party”).

**Recitals**

In accordance with **XXXXX’s** request and to facilitate the Purpose, Supplier has agreed to provide evaluation data (the Data defined below) to **XXXXX** under the terms of this Agreement.

1. **Definitions**

**“Data”** means an extract of the gone-away suppression file, Re-mover **“Re-mover”.**

**“Purpose”** means use of the Data to enable **XXXXX** to evaluate the Supplier’s services in relation to the Data

1. **Agreement**
   1. In consideration of Supplier supplying the Data to **XXXXX, XXXXX** acknowledges and accepts the following terms of Data supply:

2.1.1 the Data will be used for evaluation purposes only and solely in connection with the Purpose;

2.1.2 the Data will not be exploited commercially, resold or passed to any third party other than for the Purpose;

2.1.3 the Data will not be added in whole or in part to any new or existing database except for the Purpose;

2.1.4 **XXXXX** will comply with the relevant provisions of the Data Protection Act 1998 (“the Act”) with regard to use of the Data and will process any Data which constitutes Personal Data within the meaning of the Act using appropriate technical and organisational measures. Action shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

2.1.5 other than as specified in this Agreement, no licence is granted to use the data and **XXXXX** shall not acquire any ownership or intellectual property rights in the Data; and

* 1. **XXXXX** will delete the Data from its systems on completion of the Purpose. Unless otherwise agreed evaluation of the Supplier Data will be completed within 28 working days of receipt of the Data by **XXXXX;**
  2. **XXXXX** agrees to share the results of the evaluation with the Supplier.

1. **Liability**

Except in respect of injury to or death of any person (for which no limit applies) XXXXX’s maximum aggregate liability to The Ark for any loss arising from breach of contract or warranty, or under any indemnity, or for negligence or otherwise and whether arising under or in connection with this agreement shall in no circumstances exceed £50,000.

1. **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 on behalf of **The Ark** Signed on behalf of **XXXXX**

Signature: ……………… Date: Signature...................Date:

Print Name: ………………Position: Print Name:................Position: