

DATE 2nd November 2020

**Covid-19 Certification/passport - MINIMUM VIABLE PRODUCT COMMERCIAL
AGREEMENT**

(subject to contract)

**for the development services relating to a Minimum Viable Product for Covid-19
Certification/Passport App**

PART A : Project Details & Contract Execution

PART B : Further Terms and Conditions

Annex A: NDA

PART A: Project Details & Contract Execution

1. Parties
(1) Netcompany UK Ltd, Northburgh House, 10 Northburgh Street, London EC1V 0AT (the " Supplier "); and
(2) Department for Health and Social Care, 39 Victoria Street, London SW1H 0EU (" DHSC ").
2. Project Name
Covid-19 Certification/passport Minimum Viable Product
3. Overview
<p>a. DHSC is planning to deploy negative Covid-19 test certification minimum viable product, to enable workplaces, educational centres, health and social care services and places of business to open to members of the public who have tested negative for COVID-19 within a specified timeframe in addition to other criteria.</p> <p>b. As part of developing the negative Covid-19 test certification minimum viable product, the Supplier has been requested to provide a Minimum Viable Product to allow trials to take place to enable members of the public to show negative COVID Test status evidence electronically as soon as possible.</p> <p>c. Upon completion of the Minimum Viable Product Services, DHSC may award a further contract to a supplier to provision the technology developed by the Supplier. This Minimum Viable Product Commercial Agreement does not guarantee the Supplier any future work or orders from DHSC relating to the Minimum Viable Product Services. The award of any further contracts relating to the Minimum Viable Product Services is subject to approvals of the Minimum Viable Product, the business case and funding.</p> <p>d. The Supplier has agreed to carry out work for the Project as described in section 6 of this Minimum Viable Product Commercial Agreement ("Minimum Viable Product Services").</p> <p>e. DHSC shall evaluate the progress and quality of the Minimum Viable Product Services and resulting deliverables at each Review Point set out below in section 4 and 5.</p>

4. Duration

- a. This Minimum Viable Product Commercial Agreement shall take effect from the date signatures are completed for all parties.
- b. This Minimum Viable Product Commercial Agreement shall expire on completion of the MVP (20.10.2020)
- c. DHSC shall be entitled to terminate this Minimum Viable Product Commercial Agreement by giving written notice at any of the Review Points if the progress is unsatisfactory to the extent that on a reasonable analysis it is unlikely that DHSC will realise the benefits for the costs which are set to accrue if the Minimum Viable Product Services continued beyond that Review Point.
- d. This Minimum Viable Product Commercial Agreement can only be extended by DHSC, confirming the new expiry date in writing.

5. Costs / Charges

The charges for the Minimum Viable Product Services shall be agreed during contract finalisation.

The payment profile for the Minimum Viable Product Services is to be agreed, as per a milestone delivery plan – subject to agreement.

If DHSC is satisfied following the final delivery milestone that all the Minimum Viable Product Services have been delivered, then it shall notify the Supplier in writing that the final invoice can be issued, or if DHSC (acting reasonably) asserts that material aspects of the Minimum Viable Product Services have not been delivered, the Supplier shall then remedy the issues without increasing the charges until DHSC is satisfied (acting reasonably) that those issues have been remedied, following which the Supplier may issue the final invoice for the agreed sum.

If DHSC awards a related/follow up contract to the Supplier following the completion of the Minimum Viable Product Services, the Supplier agrees that it shall discount from such related/follow up contract's charges the sums received pursuant to this Minimum Viable Product Commercial Agreement.

6. Scope of Minimum Viable Product Services

Sample use case:

1) Assisted Tests. Supervisor registers citizen by entering name, email address (optional), photo (from smartphone camera) and scans QR code on testing box to enter details including unique identifier of the test itself automatically. An audit trail is required to determine who assisted with the test. Citizen takes test, supervisor validates result and Negative COVID Test Status is issued, possibly as a QR code.

- Procedure to allow citizens to obtain evidence of their negative COVID test status
- Negative COVID Test Status Evidence is provided in form of a QR code that can be scanned and verified by other individuals/organisations
- Appropriate anti-Fraud measures

This agreement may be executed in any number of counterparts and by the Parties on different counterparts. Each counterpart shall constitute an original of this agreement but all the counterparts shall together constitute one and the same agreement.

IN WITNESS WHEREOF this document has been executed and delivered on the date of the last signature.

Signed on behalf of the Department of
Health and Social Care

[REDACTED]

Chris Barlow / [REDACTED]

Commercial Lead Test & Trace

Date: 12/11/2020

Position: Commercial Lead

Signed on behalf of the Supplier

[REDACTED]

[REDACTED]

Partner

Date: 12.11.20

Position: PARTNER

PART B – FURTHER TERMS AND CONDITIONS

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1. INTERPRETATION

- 1.1 For the purposes of this Minimum Viable Product Commercial Agreement, the following definitions shall apply unless the context requires otherwise:

"Background IP" means:

- (a) Intellectual Property Rights owned by the Party before the Commencement Date, for example those subsisting in the Party's IT systems/solutions, guidance and other documents, standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Party's know-how or generic business methodologies; and/or
- (b) Intellectual Property Rights created by the Party independently of the Project;

"Commencement Date" means the date of the Minimum Viable Product Commercial Agreement as set out in Part A;

"Confidential Information" means any and all information of a technical, commercial, financial or sensitive nature (including without limitation data, know-how, formulae, processes, source code, designs, photographs, audio or videotape, CD ROMs, drawings, specifications, samples, programmes, materials, records, business plans, consumer research, analysis or experience) in whatever medium which is disclosed by or on behalf of either Party ("**Discloser**") to the other Party or to any person on behalf of that other Party ("**Recipient**") orally, pictorially, electronically, in writing, by demonstration, by viewing in machine readable form, or by any other means;

"DHSC" has the meaning given to it in part A of this Minimum Viable Product Commercial Agreement;

"Disclosing Party" means the Party disclosing the Confidential Information;

"EIR" means the Environmental Information Regulations 2004 (SI 2004/3391);

"FOIA" means the Freedom of Information Act 2000;

"Information" has the meaning given under section 84 of FOIA;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database 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 (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

"Law" means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory

guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply. For the avoidance of doubt, this shall include any Laws arising out of or in connection with any withdrawal of the United Kingdom from the European Union;

"Supplier" has the meaning given to it in part A of the Minimum Viable Product Commercial Agreement;

"Party" means the Supplier or DHSC as appropriate and 'Parties' means both the Supplier and DHSC;

"Project" has the meaning given to it in part A of this Minimum Viable Product Commercial Agreement;

"Project Specific IPR" means Intellectual Property Rights in items (including Specially Written Software) created specifically as a result of the activities of the Project, and updates to and amendments of these items, but shall not include the Background IP;

"Receiving Party" means the Party receiving the Confidential Information;

"Request for Information" shall have the meaning set out in the FOIA or the EIRs as relevant (where the meaning set out for the term "request" shall apply);

"Specially Written Software" means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created specifically for the Project, or as a result of carrying out activities for the Project;

"System" means the relevant Party's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) which is owned by that Party or licensed to it by a third party;

"Term" shall mean the duration of the referred to in part A of this Minimum Viable Product Commercial Agreement;

"Ways of Working Document" means the set of responsibilities and processes referred to in part A of this Minimum Viable Product Commercial Agreement; and

"Working Day" any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.2 In this Minimum Viable Product Commercial Agreement references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 1.3 References to paragraphs are references to the paragraphs of this Minimum Viable Product Commercial Agreement.
- 1.4 References to days are references to calendar days.
- 1.5 The headings in this Minimum Viable Product Commercial Agreement shall not affect the construction or interpretation of this Minimum Viable Product Commercial Agreement.

2. SERVICES

- 2.1 During the Term, the Supplier shall provide the Minimum Viable Product Services in a professional manner in accordance with the timescales and the terms and conditions set out in this Minimum Viable Product Commercial Agreement, using all due skill and care.

3. CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 3.1 The parties shall comply with the mutual non disclosure agreement to be executed by the parties and attached for reference at Annex A. It is a condition of this Minimum Viable Product Commercial Agreement that the NDA (or a replacement agreement executed by both parties) remains in force. The NDA shall apply to performance of the Minimum Viable Product Services. If there is any conflict between the NDA and this Minimum Viable Product Commercial Agreement with regard to how Confidential Information is dealt with, then this Minimum Viable Product Commercial Agreement shall prevail to resolve such conflict.
- 3.2 Subject always to the provisions of clause 4 (Exceptions to the Obligation of Confidentiality) and clause 7 (Freedom of Information), and in addition to the provisions of the NDA, each of the Parties shall and shall procure that its officers, employees, subcontractors, agents, professional advisers, shareholders, partners and associates shall:
- 3.2.1 use all Confidential Information disclosed to it, or discovered by the Disclosing Party, exclusively in, and for the purpose of, the Project and for no other purpose whatsoever;
 - 3.2.2 to keep and maintain confidential all Confidential Information belonging to the Disclosing Party howsoever acquired in the strictest confidence including, without limitation, taking the measures set out in clause 5 (Practical Measures to Preserve Confidentiality);
 - 3.2.3 shall ensure that such Confidential Information is neither reproduced nor copied for any other purpose than the Project; and
 - 3.2.4 not communicate, disclose or otherwise make available any Confidential Information to any third party.

4. EXCEPTIONS TO THE OBLIGATIONS OF CONFIDENTIALITY

- 4.1 Notwithstanding any other provisions of this Minimum Viable Product Commercial Agreement, the obligations of confidentiality shall not apply to any Confidential Information where the Confidential Information:
- 4.1.1 was already in the Receiving Party's lawful possession prior to the Commencement Date and was not disclosed or made available to the receiving party by the other party to this Minimum Viable Product Commercial Agreement; or
 - 4.1.2 was, is, or comes to be, within the public domain other than as a result of any action or omission of the Receiving Party in violation of the terms of this Minimum Viable Product Commercial Agreement; or

- 4.1.3 was released into the public domain, reproduced or disclosed with the express written consent of the Disclosing Party; or
- 4.1.4 is obtained by the Receiving Party in good faith from a third party possessing such information as a matter of right and who was not under any obligation to the Disclosing Party to this Minimum Viable Product Commercial Agreement or under any statutory obligation to keep such information confidential; or
- 4.1.5 is developed by the Receiving Party or any of its employees or sub-contractors independently from any Confidential Information disclosed by the Disclosing Party; or
- 4.1.6 is required to be disclosed by applicable law (including but not limited to FOIA or EIRs) or by a court of competent jurisdiction or by another appropriate regulatory body provided that the Receiving Party:
 - 4.1.6.1 where it is legally permitted to do so, gives the Disclosing Party as much notice as is reasonably possible of the disclosure;
 - 4.1.6.2 provides reasonable assistance in contesting the required disclosure at the request and cost of the Disclosing Party; and
 - 4.1.6.3 discloses only the minimum Confidential Information necessary to comply with its legal obligations; or
- 4.1.7 in the case of DHSC being the Receiving Party only, is shared with other public bodies or government Suppliers (including any Central Government Body) in accordance with DHSC's lawful performance of its functions. Confidential Information disclosed by the Receiving Party under this provision shall otherwise continue to be subject to the confidentiality obligations of this Minimum Viable Product Commercial Agreement.
- 4.2 Subject to clause 4.3 below, the Parties shall be entitled to share the other Party's Confidential Information with the following third parties:
 - 4.2.1 officers;
 - 4.2.2 employees;
 - 4.2.3 subcontractors;
 - 4.2.4 agents;
 - 4.2.5 professional advisers;
 - 4.2.6 shareholders; and
 - 4.2.7 partners and associates.
- 4.3 Each Party shall procure that if it shares the other Party's Confidential Information with any of the parties listed at clause 4.2 above, that such third party will be subject to obligations of confidentiality to at least the standard required under this

Minimum Viable Product Commercial Agreement in respect of the Confidential Information.

- 4.4 If required by DHSC, the Supplier shall execute a data processing agreement in relation to the handling of personal data. The Parties do not envisage any access or processing of personal data as part of the Minimum Viable Product Services.

5. PRACTICAL MEASURES TO PRESERVE CONFIDENTIALITY

- 5.1 To assist in securing the confidentiality attaching to the Disclosing Party's Confidential Information, the Receiving Party shall:

5.1.1 allow access to the Confidential Information only to those of its officers, employees subcontractors and agents who have reasonable need to see and use it for the purposes of the Project and shall inform each of the said persons of the confidential nature of the Confidential Information and procure that they shall comply with the obligations on such party in respect thereof; and

5.1.2 take or ensure that all reasonable precautions are taken in dealing with the Confidential Information so as to prevent any third party from having access thereto or from learning of the fact of, or the reason for, the possession of such Confidential Information and shall use all reasonable endeavours to prevent disclosure or publication thereof; and

5.1.3 keep separate all Confidential Information and all information generated by it based thereon from the Receiving Party's other documents and records; and

5.1.4 exercise no lesser security measures and degree of care that those which it applies to its own Confidential Information.

6. RETURN / DESTRUCTION OF CONFIDENTIAL INFORMATION

- 6.1 Upon demand the Receiving Party shall promptly, at the Disclosing Party's election, either return to the Disclosing Party or destroy, all documentation, magnetic media and other material in the possession, custody or control of the Receiving Party incorporating any Confidential Information, and all copies (electronic or otherwise) thereof, provided that the Receiving Party may retain Confidential Information which is copied automatically to its electronic archives and subsequently destroyed in accordance with the Receiving Party's standard data destruction policy.

7. FREEDOM OF INFORMATION

- 7.1 The Supplier acknowledges that DHSC is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

7.1.1 provide all necessary assistance and cooperation as reasonably requested by DHSC to enable DHSC to comply with its obligations under the FOIA and EIRs;

7.1.2 transfer to DHSC all Requests for Information relating to this Minimum Viable Product Commercial Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

- 7.1.3 provide DHSC with a copy of all Information held on behalf of DHSC which is requested in a Request for Information and which is in its possession or control in the form that DHSC requires within 5 Working Days (or such other period as DHSC may reasonably specify) of DHSC's request for such Information; and
- 7.1.4 not respond directly to a Request for Information addressed to DHSC unless authorised in writing to do so by DHSC.
- 7.2 The Supplier acknowledges that DHSC may be required under the FOIA and EIRs to disclose Confidential Information (including commercially sensitive information) without consulting or obtaining consent from the Supplier. DHSC shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Minimum Viable Product Commercial Agreement) DHSC shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.
- 7.3 DHSC will use its reasonable efforts to ensure that Confidential Information (and in particular Confidential Information comprising commercially sensitive information of Supplier) is only disclosed to the extent absolutely required by the FOIA and EIRs and will in good faith (to the full extent permitted by law) consider all potential grounds for the information being exempt from disclosure prior to making the determinations described herein.

Transparency

- 7.4 The parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA or EIRs, the content of this Minimum Viable Product Commercial Agreement is not Confidential Information. DHSC shall determine whether any of the content of this Minimum Viable Product Commercial Agreement is exempt from disclosure in accordance with the provisions of the FOIA. DHSC may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion as to whether to make such redactions.
- 7.5 Notwithstanding any other provision of this Minimum Viable Product Commercial Agreement, the Supplier hereby gives its consent for DHSC to publish to the general public this Minimum Viable Product Commercial Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Minimum Viable Product Commercial Agreement agreed from time to time.
- 7.6 The Supplier shall assist and co-operate with DHSC to enable DHSC to publish this Minimum Viable Product Commercial Agreement, should DHSC choose to do so pursuant to its right in clause 7.5.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Except as expressly set out in this Minimum Viable Product Commercial Agreement, neither Party shall acquire any right, title or interest in or to the other Party's System or Background IPs.
- 8.2 Where either Party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in clause 8.1, in consideration of the mutual rights and obligations under this Minimum Viable Product Commercial Agreement, each Party hereby assigns to the other Party, by way of a present and future assignment, such Intellectual Property Rights as it has acquired.
- 8.3 The Supplier hereby grants to DHSC, for the Term of this Minimum Viable Product Commercial Agreement, a non-exclusive, royalty-free, sub-licensable, transferrable licence to use the Background IPs that are owned by the Supplier and/or the use of which the Supplier is able to license, to the extent such use is necessary for the purposes of the Project and/or for the purpose of DHSC performing its obligations and enjoying the benefit of this Minimum Viable Product Commercial Agreement. This licence shall be converted to a perpetual licence with the right to sub-licence to a third party providing services to DHSC, provided that such third party shall be permitted only to use the Background IP for the purposes of the Project and not to commercially exploit the Background IP independently of its use for DHSC, to the extent such Background IPs are required by DHSC to enjoy the benefits of any Project Specific IPRs assigned to it pursuant to clause 8.4.
- 8.4 Notwithstanding anything to the contrary, any Project Specific IPR that may arise from the Project shall exclusively vest in the DHSC. The Supplier hereby assigns to DHSC, with full title guarantee, title to and all rights and interest in Project Specific IPRs, in consideration of the mutual rights and obligations under this Minimum Viable Product Commercial Agreement and by way of a present and future assignments. The assignments referred to in this clause shall take effect immediately on the coming into existence of the relevant Project Specific IPRs
- 8.5 The Parties shall identify any third party licences for software or other Intellectual Property Rights which are required for the purposes of the Project and the Parties shall agree and record in writing who shall be responsible for procuring and paying for any such licence.
- 8.6 The Supplier acknowledges that DHSC intends to work with other suppliers in the market, on similar terms to those governing this Project. As such, the Supplier shall not unreasonably withhold its consent for DHSC to share the Supplier's Background IP with other suppliers, to the extent it will promote and assist with the success of the Project.
- 8.7 The Supplier shall be responsible for procuring and paying for any third party licences for software or other Intellectual Property Rights required at the Commencement Date for the purpose of the Project and in the event that such additional third party licences for software or other Intellectual Property Rights are required during the Project the Supplier will immediately notify DHSC and procure and pay for any such licence.
- 8.8 The assignments referred to in clause 8.4 shall take effect immediately on the coming into existence of the relevant Project Specific IPRs and DHSC shall grant a non-exclusive, royalty-free, transferable licence for the duration of this Minimum

Viable Product Commercial Agreement to the Supplier to use the Project Specific IPRs to the extent such use is necessary for the purposes of the Project. Such licence shall come into effect on the date the relevant assignment takes place.

- 8.9 The Supplier shall indemnify, and keep indemnified, DHSC in full against all costs, expenses, damages and losses (whether direct or indirect), including but not limited to any interest, penalties, and legal and other professional fees awarded against or incurred or paid by DHSC as a result of or in connection with any third party claim made against DHSC for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the activities or materials of the Supplier including any such actual or alleged infringement relating to the Supplier's Background IP or Project Specific IPR notwithstanding the assignment set out in clause 8.4.

9. LIMITATION ON LIABILITY

- 9.1 Neither Party shall be liable to the other Party (as far as permitted by law) for indirect, special or consequential loss or damage in connection with this Minimum Viable Product Commercial Agreement, which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.
- 9.2 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Minimum Viable Product Commercial Agreement.
- 9.3 Subject to clauses 9.3 and 9.5, each Party's liability shall be limited to 150% of the maximum sum payable for the Minimum Viable Product Services set out in section 5 of part A of this Minimum Viable Product Commercial Agreement.
- 9.4 Notwithstanding clause 9.3, the Supplier does not limit or exclude its liability for the indemnity given under clause 8.9 or for breaches of its obligations in respect of Confidential Information.
- 9.5 Notwithstanding clauses 9.1 to 9.4, neither Party limits or excludes any of the following:
- 9.5.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - 9.5.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - 9.5.3 any liability that cannot be excluded or limited by Law

10. TERMINATION

- 10.1 Without prejudice to any other right or remedy it might have, either Party shall be entitled to terminate this Minimum Viable Product Commercial Agreement by written notice to the other Party with immediate effect in the event the other Party is in material breach of any obligation under the Agreement, or repeatedly breaches any of the provisions of this Minimum Viable Product Commercial Agreement.

- 10.2 Following the termination of this Minimum Viable Product Commercial Agreement, then each Party shall cease to use the other Party's Confidential Information and shall return or destroy such Confidential Information (as instructed by the Party who owns the Confidential Information), and the Supplier shall provide all materials to DHSC which are Project Specific IPR and return all other materials provided by or owned by DHSC.

11. FUTURE PROCUREMENT

- 11.1 The Supplier shall comply with DHSC's procurement process requirements for any future procurements relating to the Project, including:
- 11.1.1 applying probity arrangements, including information barriers within the Supplier's business which could restrict sharing of information by any or all of the individuals involved in the provision of the Minimum Viable Product Services to other persons in the business if required;
 - 11.1.2 declaring and mitigating conflicts of interest; and
 - 11.1.3 complying with relevant requirements relating to sharing of information.
- 11.2 DHSC does not guarantee the Supplier any exclusivity, quantity or value of work following the conclusion of this Minimum Viable Product Commercial Agreement.

12. MEDICAL DEVICES

- 12.1 The Supplier warrants and represents that it has all consents, registrations, approvals, licences and permissions relating to medical devices as recommended or stipulated by any materials published by the UK's Medicines and Healthcare Products Regulatory Agency.

13. DISPUTE RESOLUTION PROCEDURE

- 13.1 The Parties agree to co-operate with each other in an amicable manner with a view to resolving disputes.
- 13.2 If a dispute arises between the parties during the Term in relation to any matter which cannot be resolved by local operational management of each Party within 14 days of being raised, either Party may refer the matter for escalation to senior management.
- 13.3 Any dispute escalated to senior management shall be considered by a meeting of an equal number of members of each Party's senior management team, who shall meet within 30 days and seek in good faith to resolve the dispute reasonably. If any dispute is not resolved at such meeting then the Parties shall first attempt to settle the matter by mediation and before either party commences formal action.
- 13.4 Nothing in this process prevents a Party from seeking any interim order restraining the other Party from, or compelling the other Party to do, any act.

14. PAYMENT TERMS

- 14.1 A sum of £42,000.00 (excluding VAT) is payable to the Supplier on completion of the scope agreed for the MVP.

- 14.2 DHSC shall pay undisputed amounts due to the Supplier within 30 days of receipt of a valid and undisputed invoice.
- 14.3 The Supplier shall not be entitled to raise an invoice or receive payment for any work which was not expressly authorised by DHSC.
- 14.4 The Supplier shall provide with each invoice a description of the time spent and activities undertaken in the period relevant to the invoice plus an update on cumulative time, activities and invoiced costs for the Minimum Viable Product Services over the life of the Minimum Viable Product Commercial Agreement.

15. GENERAL

- 15.1 This Minimum Viable Product Commercial Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its specific subject matter.
- 15.2 If there is a conflict between part A and part B of this Minimum Viable Product Commercial Agreement, then part A shall take precedence.
- 15.3 Nothing in this Minimum Viable Product Commercial Agreement shall confer on any third party any benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999. This does not affect any of the rights or remedies of either Party, or those of any other person, which exists or is available other than by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 15.4 This Minimum Viable Product Commercial Agreement may only be varied by written agreement of each Party's authorised representative.
- 15.5 The expiry or termination of this Minimum Viable Product Commercial Agreement for whatsoever reason will not affect such of the provisions of it as are expressed to operate or have effect after its termination and will be without prejudice to any right of action already accrued to either party in respect of any breach of this agreement by the other party.
- 15.6 This Minimum Viable Product Commercial Agreement shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the courts of England, to which the Parties submit.

ANNEX A: NDA



Mutual NDA
Covid-19 Certification