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TRAFFIKANALYSIS2018

AND

[*PARTICIPANT*]

DATA HUB PARTICIPATION AGREEMENT

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BETWEEN:

- (1) **TRAFFIKANALYSIS2018**, a company limited by guarantee, incorporated in England and Wales (registered no. 11451182), whose registered office is at la Kennington Road, London SE1 7QP, United Kingdom ("**TA18**"); and
- (2) [**PARTICIPANT**], a [], incorporated in [] [(registered no. []),] whose [registered office / principal place of business] is [] (the "**Participant**").

INTRODUCTION:

- (A) The parties have a mutual interest in the analysis of information relating to reports of apparent or actual human trafficking.
- (B) TA18 has established the Hub as a secure environment within which participants can share and analyse such information.
- (C) The parties have agreed to enter into this Agreement to govern the terms on which the Participant may contribute data to, and access and analyse data within, the Hub.

THE PARTIES AGREE as follows:

1. INTERPRETATION

1.1 In the Agreement:

"**Access Charges**" has the meaning given to it in clause 9.1;

"**Access Credentials**" means user ids, passwords (or means to generate passwords) and/or such other electronic credentials as are required to allow an individual to access the Hub from time to time;

"**Anti-Human Trafficking Purposes**" means the purposes of detecting, investigating, reporting on and/or combating human trafficking, modern slavery, forced labour and/or related and/or associated criminal activities;

"**Authorised User**" means, subject to clause 3.4, an individual who is from time to time authorised to access the Hub on behalf of the Participant under clause 3.2;

"**Business Day**" means a day other than a Saturday, a Sunday or an English public holiday;

"**Competitively Sensitive Information**" means information that may reasonably lead the Participant or Other Participants to alter their competitive or strategic behaviour, including information regarding current or future pricing (including commissions and discounts), strategy marketing plans, current or future costs, discounting policy, customer strategy, profit margins or profitability targets and proprietary non-public technology;

"Contract Period" means:

- (a) if the parties enter into this Agreement before 1 July 2020:
 - (i) the period beginning on the date of this Agreement and ending on 30 June 2020;
 - (ii) the period beginning on 1 July 2020 and ending on 31 December 2020; or
 - (iii) a subsequent consecutive period of one year; or
- (b) otherwise:
 - (i) the period of one year beginning on the date of this Agreement; or
 - (ii) a subsequent consecutive period of one year;

"Contributed Data" means, in relation to the Participant, an Other Participant or TA18, Hub Data which were contributed to the Hub by or on behalf of that person, whether before, on or after the date of this Agreement;

"Contribution Protocol" means the protocol set out in Schedule 1 (*Contribution Protocol*);

"Hub" means the virtual data hub made available by TA18 from time to time to various participants to host data contributed by them, through a "cloud" information technology solution, including functionality allowing participants to contribute, analyse and extract data for Anti-Human Trafficking Purposes, at <https://tah.traffikanalysis.org> or such other url as TA18 notifies to the Participant from time to time;

"Hub Data" means data or other information which are from time to time within, or have from time to time been extracted from, the Hub;

"Hub Security Measures" means the security measures described in Schedule 2 (*Hub Security Measures*);

"Hub Security Policies" means reasonable and appropriate policies governing access to and security of the Hub, as provided by TA18 to the Participant in writing from time to time (including as those policies are (reasonably and appropriately) amended by TA18 from time to time by providing replacement copies in writing to the Participant);

"Other Hub Agreement" and **"Other Participant"** have the respective meanings given to them in clause 10.2;

"Protected Data" means, in relation to the Participant or an Other Participant, Contributed Data of that person which:

- (a) identify that person, either by name or in another direct manner;
- (b) are sufficient, alone, or together with other information available in the public domain, to identify a Source; and/or

(c) are personal data;

"**Sources**" means persons who provide information relating to actual or alleged human trafficking which is compromised within the Hub Data;

"**TA18 Fee / Payment Term Schedule**" means the fee schedule set out in Schedule 3 (*TA18 Fee / Payment Term Schedule*), as amended from time to time under clause 9.4; and

"**Third Party Rights Act**" means the Contracts (Rights of Third Parties) Act 1999.

1.2 Terms defined in EU General Data Protection Regulation 2016/679 have the same meanings when used in this Agreement.

1.3 In this Agreement, a reference to:

1.3.1 a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time whether before or after the date of this Agreement and any subordinate legislation made or other thing done under the statutory provision whether before or after the date of this Agreement;

1.3.2 a document is a reference to that document as modified or replaced from time to time;

1.3.3 a person includes a reference to a government, state, state agency, corporation, body corporate, association or partnership, and a person includes a reference to that person's legal personal representatives, successors and permitted assigns;

1.3.4 the singular includes the plural and vice versa (unless the context requires otherwise); and

1.3.5 a "**clause**" or "**Schedule**", unless the context requires otherwise, is a reference to a clause of or schedule to this Agreement.

1.4 The *ejusdem generis* principle of construction does not apply to this Agreement. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words. Any phrase introduced by the terms "other", "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

1.5 The headings in this Agreement do not affect its interpretation.

2. **HUB AVAILABILITY**

2.1 Subject to clause 2.2, TA18 shall use its reasonable endeavours to keep the Hub available to the Authorised Users at all reasonable times, subject to reasonable downtime for maintenance and development, during the term of this Agreement.

2.2 The Participant acknowledges that the Hub will be made available over the internet and that:

- 2.2.1 the Participant is responsible for ensuring that its Authorised Users have the technical means to access and use the Data over the internet (including browsers and other technology infrastructure meeting TA18's reasonable standard requirements as communicated to the Participant in writing from time to time); and
- 2.2.2 TA18 is not responsible for communications between the Participant and the Hub over the internet and has no responsibility for any failures in such communications.

3. AUTHORISED USERS

3.1 The Participant:

- 3.1.1 may from time to time provide TA18 with the names and email addresses of individuals employed by or otherwise representing the Participant who the Participant wishes to have access to the Hub; and
- 3.1.2 shall provide TA18 with such further information as TA18 reasonably requests and the Participant is reasonably and lawfully able to provide in order to verify the identity and integrity of any such individual.

3.2 TA18 shall without undue delay, having taken whatever steps it reasonably considers necessary to verify the identity and authority of the nominated individual (and subject to successful completion of those steps), provide to any individual nominated by the Participant under clause 3.1.1 Access Credentials sufficient to enable that individual to access the Hub.

3.3 The Participant shall ensure that each of its Authorised Users:

- 3.3.1 adopts reasonable and proper standards of online behaviour;
- 3.3.2 abides by all applicable safety, security and other policies of TA18; and
- 3.3.3 uses his or her reasonable endeavours not to cause any injury, damage or loss to the Hub, TA18 or any Other Participant,

while accessing the Hub in connection with this Agreement.

3.4 Subject to clause 3.5, TA18 may terminate any Authorised User's access to the Hub if, acting reasonably and in good faith, it considers that the Authorised User has caused the Participant to breach this clause 3 or clause 4 (*Data Contribution*), 5 (*Data Use*), 6 (*Hub Security*) or 7 (*Personal Data Protection*).

3.5 Before terminating any Authorised User's access to the Hub under clause 3.4, TA18 shall:

- 3.5.1 give the Participant (a) at least three Business Days' notice of its intention to terminate that Authorised User's access (the "**Notice Period**"), with an explanation of its reasons for proposing to so, and (b) a reasonable opportunity, within the Notice Period or such other period as the parties may agree in writing, to make representations regarding the proposed termination; and

3.5.2 take reasonable account of any representations that the Participant may make, unless TA18, acting reasonably and in good faith, considers that the relevant breach of this Agreement is sufficiently serious that it needs to terminate the Authorised User's access as a matter of urgency, in which case it shall take the steps set out in clauses 3.5.1 and 3.5.2 as soon as is reasonably practicable after terminating the Authorised User's access.

4. **DATA CONTRIBUTION**

4.1 Subject to clauses 4.3, 6 (*Hub Security*) and 7 (*Personal Data Protection*):

4.1.1 the Authorised Users may from time to time contribute data to the Hub and

4.1.2 TA18 may also from time to time contribute data to the Hub.

4.2 If the Contribution Protocol states that the Participant will contribute significant data to the Hub, it shall do so during each Contract Period.

4.3 The Participant shall not, and shall ensure that its Authorised Users do not, contribute data to the Hub outside the scope of the Contribution Protocol.

5. **DATA USE**

5.1 Subject to clauses 5.2, 5.4, 6 (*Hub Security*) and 7 (*Personal Data Protection*), the Authorised Users may from time to time:

5.1.1 use the functions and facilities provided by the Hub to:

(a) analyse Hub Data within the Hub; and

(b) extract Hub Data from the Hub; and

5.1.2 analyse, use and otherwise process Hub Data extracted from the Hub, alone or in combination with other data available to the Participant.

5.2 The Participant shall not (and ensure that its Authorised Users do not):

5.2.1 analyse, use, disclose or otherwise process any Hub Data (other than its own Contributed Data) other than:

(a) for Anti-Human Trafficking Purposes;

(b) for the purposes of complying with the Participant's binding legal and/or regulatory obligations; or

(c) in the case of Hub Data which are the Contributed Data of an Other Participant or TA18, and where clauses 5.2.1(a) and (b) above do not apply, with the prior written consent of that Other Participant or TA18 (respectively); or

5.2.2 disclose any Protected Data of any Other Participant to any person (including disclosure to any law enforcement, prosecuting, regulatory or other governmental agency) except:

- (a) to an Other Participant, by disclosure within the Hub;
- (b) to a person contracted to provide storage or other services to the Participant in relation to those Protected Data, on strict terms of confidentiality and security (and the Participant shall ensure that each such person abides by this clause 5.2 as if it were party to this Agreement in place of the Participant);
- (c) with the prior written consent of that Other Participant; or
- (d) where the Participant is subject to a binding legal obligation to disclose (in which case clause 5.4 will apply).

5.3 TA18 shall not:

5.3.1 analyse, use, disclose or otherwise process any Contributed Data of the Participant other than for:

- (a) Anti-Human Trafficking Purposes, including the administration, maintenance, support and development of the Hub; and/or
- (b) the purposes of complying with TA18's binding legal and/or regulatory obligations; or

5.3.2 disclose any of the Participant's Contributed Data to any person other than:

- (a) to the Participant;
- (b) to an Other Participant in accordance with the relevant Other Hub Agreement;
- (c) to a person contracted to provide hosting, maintenance, support, development or other services to TA18 in relation to the Hub, on strict terms of confidentiality and security; or
- (d) where TA18 is subject to a binding legal obligation to disclose (in which case clause 5.4 will apply).

5.4 If either party receives a demand or other request for disclosure of or access to Hub Data from a court, a law enforcement, prosecuting, regulatory or other governmental agency or any other person having or purporting to have the legal power to compel disclosure, which might justify disclosure under clause 5.2.2(d) or 5.3.2(d), that party shall:

5.4.1 immediately inform the other party of the demand or other request; and

5.4.2 if the demand or other request is for disclosure of or access to any of the other party's Protected Data (or, where TA18 is the other party, any of the Protected Data of an Other Participant):

- (a) not disclose or give access to any of the relevant Protected Data in response to the demand or other request except to the extent that it is legally obliged to do so;
- (b) take all reasonable and lawful steps to resist the demand or other request; and
- (c) give the other party (or, where relevant, the Other Participant) such information and assistance as it may reasonably request in relation to the demand or other request and any steps that the other party (or, where relevant, an Other Participant) may wish to take to resist the demand or other request,

except, in each case:

- (x) to the extent that to do so would place that party in breach of applicable law; or
- (y) where the other party (or, where relevant, the Other Participant) agrees otherwise in writing.

5.5 TA18 shall promptly inform the Participant in writing, with reasonable details, if it receives a communication from any Other Participant under a provision in an Other Hub Agreement equivalent to clause 5.4.1 which relates in whole or in part to the Participant's Contributed Data.

6. HUB SECURITY

6.1 TA18 shall at all times while the Hub contains the Contributed Data of the Participant maintain in place, and regularly and thoroughly test, the Hub Security Measures. The Participant will not contribute any data or other information to the Hub unless the Participant is satisfied (and, by contributing information to the Hub, the Participant is deemed to acknowledge and agree that it is satisfied) that the Hub Security Measures:

- 6.1.1 constitute appropriate technical and organisational measures to protect its Contributed Data, including its Protected Data, against unauthorised or unlawful processing and accidental loss, destruction or damage; and
- 6.1.2 meet any data security or related requirements of any applicable data protection, data privacy or other law as they apply to that information.

6.2 TA18 shall promptly:

- 6.2.1 inform the Participant in writing, with reasonable details, if it becomes aware of any material prejudice to the security of the Participant's Contributed Data while it is within the Hub (a "**Hub Security Breach**");
- 6.2.2 give the Participant such assistance and information as it reasonably requests to assist it in mitigating the effects of the Hub Security Breach;

- 6.2.3 take all reasonable steps to investigate the Hub Security Breach and ensure that it is not repeated and that similar Hub Security Breaches do not occur; and
 - 6.2.4 give the Participant reasonable information regarding the steps taken under clause 6.2.3.
- 6.3 The Participant shall:
- 6.3.1 comply, and ensure that its Authorised Users comply, with the Hub Security Policies (including, in the case of Authorised Users and where required by the Hub Security Policies, accepting and complying with (in their own right and on behalf of the party that they represent) any reasonable access terms displayed in the Hub);
 - 6.3.2 at all times have in place, regularly and thoroughly test, and comply with (and ensure that its Authorised Users comply with), its own reasonable security and confidentiality measures to protect any Contributed Data of Other Participants and TA18 against unauthorised or unlawful processing and accidental loss, destruction or damage while those data are in the possession or under the control of the Participant or any of its Authorised Users or other individual representatives;
 - 6.3.3 promptly:
 - (a) if it becomes aware of any material prejudice to the security of any Other Participant's or TA18's Contributed Data while they are in the Participant's possession or under its control or as a result of or in connection with its Authorised Users' access to those data (an "**Accessed Data Security Breach**"), promptly notify TA18 of that material prejudice, with reasonable details;
 - (b) promptly give TA18 and each Other Participant such assistance and information as it reasonably requests to assist it in mitigating the effects of the Accessed Data Security Breach;
 - (c) take reasonable steps to:
 - (i) investigate the Accessed Data Security Breach; and
 - (ii) ensure that it is not repeated and that similar Accessed Data Security Breaches do not occur; and
 - (d) give TA18 and each Other Participant, on written request, reasonable information regarding the steps taken under clause 6.3.3(c);
 - 6.3.4 ensure that each of its Authorised Users (a) keeps any Access Credentials used to access the Hub confidential and does not disclose any of them to any other person, including within that party; and (b) immediately informs TA18 if he or she believes that his or her Access Credentials may have been compromised;
 - 6.3.5 promptly inform TA18 in writing if any of its Authorised Users ceases to be authorised to access the Hub on behalf of the Participant;

- 6.3.6 promptly inform TA18 if any of its Authorised Users has by any act or omission placed the Participant in breach of this clause 6.3, ensure that no individual employee or other individual acting on behalf of the Participant who is not an Authorised User accesses or attempts to access the Hub and promptly inform TA18 in writing if it becomes aware of any such unauthorised access or attempted access; and
 - 6.3.7 abide by all applicable data protection, data privacy and other laws in relation to the Hub Data.
- 6.4 TA18 shall promptly inform the Participant in writing, with reasonable details, if it receives a communication from any Other Participant under a provision in an Other Hub Agreement equivalent to clause 6.3.3(a) which relates in whole or in part to the Participant's Contributed Data.

7. PERSONAL DATA PROTECTION

- 7.1 The Participant shall (and shall ensure that its Authorised Users shall), and TA 18 (in relation to its Contributed Data) shall:
- 7.1.1 comply with applicable data protection and data privacy laws when processing personal data in connection with this Agreement;
 - 7.1.2 use all reasonable endeavours not to contribute any personal data to, extract any personal data from, or process any personal data within, the Hub; and
 - 7.1.3 in particular, not seek to identify any individual to whom any Hub Data may relate.
- 7.2 The Participant shall:
- 7.2.1 promptly notify TA18 in writing, with reasonable details, if it becomes aware that it has contributed any personal data to, extracted any personal data from or processed any personal data within the Hub or otherwise that the Hub contains any personal data; and
 - 7.2.2 if it becomes aware that it has extracted any personal data from the Hub (or that any data that it has extracted from the Hub are personal data when combined with other information in or likely to come into the possession or control of the Participant), promptly delete those personal data or anonymise them so that they are no longer personal data.
- 7.3 If TA18 becomes aware that the Hub contains any personal data, including by notification from the Participant under clause 7.2.1, TA18 shall:
- 7.3.1 as soon as is practicable delete those personal data, or anonymise them so that they are no longer personal data; and
 - 7.3.2 if those personal data are Contributed Data of the Participant, and unless TA18 has become aware of them by notification from the Participant under clause 7.2.1, as soon as practicable notify the Participant in writing that it has identified those personal data, with reasonable details.

8. COMPETITIVE CONSIDERATIONS

8.1 The parties acknowledge that (a) the purpose of the Hub is to facilitate the sharing of information for Anti-Human Trafficking Purposes; and (b) the Hub is not intended to be, and should not be, used to share Competitively Sensitive Information between the Participant and Other Participants (or other persons).

8.2 The Participant shall:

8.2.1 comply with applicable competition and anti-trust law, including the UK Competition Act 1998 and articles 101 and 102 of the Treaty on Functioning of the European Union (including as those articles may be implemented into UK law following the UK's exit from the European Union);

8.2.2 ensure that its Contributed Data does not include Competitively Sensitive Information;

8.2.3 promptly remove from the Hub, or delete, any of its Contributed Data if it becomes aware that those data comprise Competitively Sensitive Information (and TA18 shall co-operate as reasonably required in such removal or deletion); and

8.2.4 if notified in writing by TA18 or an Other Participant that any Contributed Data of an Other Participant comprises Competitively Sensitive Information, delete (and not use for any purpose other than the performance of its obligations under this Agreement) any copies of that information that it has downloaded from the Hub.

8.3 TA18 shall:

8.3.1 ensure that each Other Participant makes a commitment equivalent to the Participant's commitment in clause 8.2 in its Other Hub Agreement; and

8.3.2 promptly notify the Participant in writing if it receives notice from an Other Participant in relation to any of the Participant's Contributed Data under a provision in that Other Participant's Other Hub Agreement equivalent to clause 8.2.4.

9. ACCESS CHARGES, PAYMENT AND VAT

9.1 In consideration for its rights of access to the Hub under this Agreement, the Participant shall pay the charges set out in the TA18 Fee / Payment Term Schedule (the "**Access Charges**") to TA18.

9.2 TA18 shall invoice the Participant in respect of the Access Charges as set out in the TA18 Fee / Payment Term Schedule. The Participant shall pay each Hub Access Charge within the period specified in the TA18 Fee / Payment Term Schedule following receipt of TA18's invoice. If an invoice is not paid within three days after notice from TA18 (given after the due date for its payment) requiring payment to be made, then TA18 may charge interest on the overdue amount at an annual interest rate set at four per cent. above the base rate of Barclays Bank plc from time to time, accruing on a daily basis until payment is made, whether before or after judgment.

- 9.3 All sums set out in or otherwise payable under this Agreement by one party to the other shall be deemed to be exclusive of any VAT which is chargeable on any supply or supplies for which such sums or any parts of them are the consideration (in whole or in part) for VAT purposes. If under this Agreement, one party makes a supply to the party for VAT purposes and VAT is or becomes chargeable on that supply (being VAT for which the first party is required to account to the relevant tax authority), the second party shall on receipt of a valid VAT invoice for that supply pay the first party a sum equal to the amount of that VAT in addition to any other consideration payable for the supply.
- 9.4 TA18 may amend the TA18 Fee / Payment Term Schedule, as it applies to Access Charges arising in any given Contract Period, by providing a replacement copy of the TA18 Fee / Payment Term Schedule to the Participant, in writing, at least 30 days before the beginning of that Contract Period. The parties may also agree changes to the TA18 Fee / Payment Term Schedule in writing from time to time.

10. OTHER PARTICIPANTS

- 10.1 The parties acknowledge that other persons may wish to participate in the Hub from time to time.
- 10.2 TA18 may from time to time give access to the Hub to persons (each, an "**Other Participant**") who have entered into agreements with TA18 governing their access to the Hub which (with the exception of the contents of their schedules equivalent to the Contribution Protocol and the TA18 Fee / Payment Term Schedule, which are participant-specific) are on materially similar terms to the terms of this Agreement (each, an "**Other Hub Agreement**").
- 10.3 TA18 shall inform the Participant in writing of the identity of each new Other Participant before entering into an Other Hub Agreement with that Other Participant.
- 10.4 Each Other Participant may enforce each provision of this Agreement against the Participant, as a third party beneficiary of this Agreement, subject to and in accordance with clauses 10.5 and 10.6, any other relevant provisions of this Agreement and the Third Party Rights Act.
- 10.5 The parties do not require the consent of any Other Participant to rescind or vary this Agreement at any time.
- 10.6 If an Other Participant brings proceedings to enforce this Agreement, the Participant shall only have available to it by way of defence, set-off or counterclaim a matter that would have been available by way of defence, set-off or counterclaim if that Other Participant had been a party to this Agreement.
- 10.7 TA18 shall give the Participant such information, assistance and co-operation as the Participant reasonably requests and TA 2018 is reasonably able to provide to assist the Participant in enforcing against Other Participants its rights as a third party beneficiary of the relevant Other Hub Agreements.

11. LIABILITY

11.1 Except as set out in this Agreement, all conditions, warranties and representations, expressed or implied by (i) statute, (ii) common law or (iii) otherwise, in relation to the Hub and/or the Hub Data (including all Contributed Data) are excluded. In particular:

11.1.1 except as set out in clause 2 (*Hub Availability*), TA18 makes no representation or warranty, and accepts no condition, regarding the availability, functionality or performance of the Hub or any information within it or that access to or use of the Hub or any such information as contemplated by this Agreement will be uninterrupted or error-free or will not infringe the copyright, database right or other intellectual property or other proprietary right of any person; and

11.1.2 the Participant makes no representation or warranty and accepts no condition that its Contributed Data are accurate, complete or not misleading, that it is entitled lawfully to contribute its Contributed Data to the Hub or that their access or use as contemplated by this Agreement will not infringe the copyright, database right or other intellectual property or other proprietary right of any person.

11.2 Subject to clause 11.5, neither party is liable to the other or to any Other Participant, under or in connection with this Agreement, whether for negligence, breach of contract, misrepresentation or otherwise, for:

11.2.1 loss of profit, goodwill, business opportunity or anticipated saving; or

11.2.2 indirect or consequential loss or damage,

suffered by the other party or any Other Participant.

11.3 Without prejudice to clause 10.7, TA18 is not liable to the Participant under or in connection with this Agreement, whether for negligence, breach of contract, misrepresentation or otherwise, for any loss, liability or cost to the extent that it arises as a result of a breach by an Other Participant of an Other Hub Agreement.

11.4 The entire aggregate liability of each party to the other party under or in connection with this Agreement, whether for negligence, breach of contract, misrepresentation or otherwise, but excluding the categories of liability referred to in clause 11.5, is limited, in respect of liabilities arising in each Contract Period, to the greater of GBP £10,000 and the aggregate of the Access Charges arising in that Contract Period. (In the circumstances described in paragraph (a) of the definition of "Contract Period" in clause 1.1, the first two Contract Periods will be treated as a single Contract Period for the purposes of this clause 11.4.)

11.5 Nothing in this Agreement shall operate to exclude or restrict a party's liability:

11.5.1 for failure to pay the Access Charges or interest on them or related VAT under clause 9 (*Access Charges, Payment and VAT*);

11.5.2 for death or personal injury resulting from negligence;

11.5.3 for fraud or fraudulent misrepresentation; or

11.5.4 for any liability which cannot be limited by law.

11.6 The invalidity, illegality or unenforceability of a provision of this clause 11 does not affect or impair the continuation in force of the remainder of this clause.

12. **TERM**

This Agreement commences when it has been executed by both parties and shall continue indefinitely unless and until it is terminated under clause 13 (*Termination*).

13. **TERMINATION**

13.1 **Termination for convenience**

13.1.1 The Participant may in its sole discretion terminate this Agreement at any time on at least 30 days' notice to TA18.

13.1.2 TA18 may in its sole discretion terminate this Agreement:

- (a) with effect from the end of any Contract Period; or
- (b) at any time, subject to clause 14.1, if it simultaneously terminates all Other Hub Agreements,

on at least 30 days' notice to the Participant.

13.2 **Termination for cause**

TA18 may terminate this Agreement with immediate effect by notice to the Participant on or at any time after the occurrence of any of the following events in relation to the Participant:

Breach

13.2.1 the Participant being in material breach (whether or not a repudiatory breach) of an obligation under this Agreement and, if the breach is capable of remedy, failing to remedy the breach within 30 days starting on the day after receipt of notice from TA18 giving details of the breach and requiring the Participant to remedy the breach;

Insolvency

13.2.2 the Participant passing a resolution for its winding up or a court of competent jurisdiction making an order for the Participant's winding up or dissolution;

13.2.3 the making of an administration order in relation to the Participant or the appointment of a receiver over, or an encumbrancer taking possession of or selling, an asset of the Participant;

13.2.4 the Participant making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for

protection from its creditors generally (including proceedings under Chapter 11 of the U.S. Bankruptcy Code); or

- 13.2.5 an event occurring in any jurisdiction in relation to the Participant which has substantially equivalent effect under the laws of that jurisdiction to one of the events identified in clauses 10.2.2, 10.2.3 and 10.2.4.

14. CONSEQUENCES OF TERMINATION

- 14.1 If TA18 terminates this Agreement under clause 13.1.2(b), it shall promptly refund to the Participant such proportion of any Access Charges paid in advance as relates to the period after termination.
- 14.2 Termination of this Agreement does not affect a party's accrued rights and obligations at the date of termination.
- 14.3 Each party's further rights and obligations shall cease immediately on termination except that:
- 14.3.1 clauses 1 (*Interpretation*), 5 (*Data Use*) (other than clause 5.1.1), 6.3.2, 7.1.3, 7.2, 7.3.2 and 11 (*Liability*), this clause 14, and clauses 15 (*Announcements*) to 23 (*Jurisdiction*) inclusive, shall survive termination of this Agreement and continue in full force and effect indefinitely; and
- 14.3.2 clause 6 (*Hub Security*) shall survive termination of this Agreement and continue in full force and effect for so long as the Hub contains any of the Participant's Protected Data, but (with the exception of clause 6.3.2, to which clause 14.3.1 applies) shall expire when this is no longer the case.

15. ANNOUNCEMENTS

- 15.1 Subject to clause 15.2, neither party may make or issue a public announcement, communication or circular concerning the transactions referred to in this Agreement unless it has first obtained the written consent of the other party (and, in the case of an announcement, communication or circular by the Participant which identifies an Other Participant, the written consent of that Other Participant), which may not be unreasonably withheld or delayed.
- 15.2 Clause 15.1 does not apply to a public announcement, communication or circular required by law, by a rule of a listing authority by which either party's shares are listed, a stock exchange on which either party's shares are listed or traded or by a governmental authority or other authority with relevant powers to which a party is subject or submits, whether or not the requirement has the force of law, provided that the public announcement, communication or circular shall so far as is practicable be made after consultation with the other parties and after taking into account the reasonable requirements of the other party as to its timing, content and manner of making or despatch.

16. **COSTS**

Subject to clause 9 (*Access Charges, Payment and VAT*), each party shall pay its own costs relating to the negotiation, preparation, execution and performance by it of this Agreement and of each document referred to in it.

17. **FURTHER ASSURANCE**

Each party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing as may be reasonably requested of it by the other party to implement this Agreement.

18. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement, and supersedes any previous agreements, between the parties relating to the subject matter of this Agreement.

19. **GENERAL**

19.1 A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each party.

19.2 A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

19.3 Except where this Agreement provides otherwise, the rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

19.4 No provision of this Agreement creates a partnership between the parties or makes a party the agent of the other party for any purpose. A party has no authority or power to bind, to contract in the name of, or to create a liability for the other party in any way or for any purpose.

19.5 Except as set out in clause 10 (*Other Participants*), a person who is not a party to this Agreement has no right under the Third Party Rights Act to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

20. **ASSIGNMENT**

Neither party may assign, transfer or create any trust in respect of, or purport to assign, transfer or create any trust in respect of, a right or obligation under this Agreement without having first obtained the written consent of the other party, which may not be unreasonably withheld or delayed.

21. **NOTICES**

21.1 A notice under or in connection with this Agreement (a "**Notice**"):

- 21.1.1 shall be in the English language; and
- 21.1.2 shall be in writing, by email and confirmed by personal delivery or first class post pre-paid recorded delivery (and air mail if overseas) to the party due to receive the Notice to the address specified in clause 21.2 or to another address (or for the attention of another person) specified by that party by not less than seven days' Notice to the other party.

21.2 The address referred to in clause 21.1.2 is:

21.2.1 in the case of TA18:

Address: 1, Kennington Road
London SE17QP
England

Marked for the attention of Neil Giles;

Email: neil.giles@stophetraffic.org; and

21.2.2 in the case of the Participant:

Address: []

Marked for the attention of [];

Email: [].

21.3 A Notice is deemed given:

21.3.1 if confirmed personally, when left at the address referred to in clause 21.1.2;

21.3.2 if confirmed by post, except air mail, two business days after it is posted; and

21.3.3 if confirmed by air mail, six business days after it is posted;

In this clause, "**business day**" means a day other than a Saturday or Sunday or a public holiday in either the country where the Notice is posted or that to which it is sent.

21.4 This clause 21 does not apply to the service of legal proceedings in connection with this Agreement, which may be effected in any manner permitted by law.

22. GOVERNING LAW

This Agreement and all non-contractual or other obligations arising out of or in connection with it are governed by English law.

23. JURISDICTION

23.1 The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement, including a dispute regarding the existence, validity or termination of this Agreement or relating to any non-contractual or other obligation

arising out of or in connection with this Agreement or the consequences of its nullity (a "**Dispute**").

23.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

24. **COUNTERPARTS**

24.1 This Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

24.2 This Agreement shall not come into effect until each party has executed at least one counterpart.

SCHEDULE 1 CONTRIBUTION PROTOCOL

1. *[[This paragraph is only to be included if the Participant is identified as an NGO, Law Enforcement Agency or Multi-Lateral Agency in Schedule 3:]]* The Participant *[[will]]* / *[[is not required to]]* contribute in each Contract Period significant data, meaning (for the purposes of this Agreement):
 - (a) data in excess of 2,000 records (that is, 2,000 lines of data relating to individual trafficking instances) (or, in the circumstances described in paragraph (a) of the definition of "Contract Period" in clause 1.1 and in relation to each of the first and the second Contract Periods only, in excess of half of that amount of records); or
 - (b) data meeting such other threshold for significance as TA18, acting reasonably and in good faith and taking into account all the circumstances of the Participant's contribution, may from time to time agree in writing with the Participant,
to the Hub.]
2. Authorised Users may submit data to the Hub which match any of the 'Golden Tags' categories in the annexed list. At a minimum, each record must include the date, location and exploitation type identified.
3. Data which falls outside of the Golden Tag categories may not be submitted to the Hub without the prior approval of TA18's Head of Analysis.
4. Where address data is submitted it should be confined to country, state, town and street. Postal codes (or equivalent) may be submitted but should be abbreviated to avoid identifying a specific building address.
5. *[[Placeholder for provisions dealing with the particular kinds of data that a given Participant will contribute:]]* Specifically, the Participant will contribute data of the following kinds to the Hub:
[[to be specified, where desirable, on a Participant-by-Participant basis]].]]

Annex – Golden Tag Spreadsheet



SCHEDULE 2 HUB SECURITY MEASURES

1. TA18 operates the Hub and its associated database with the support of IBM.
2. Data held in the database is held in a cloud based environment administered by IBM through multiple servers. IBM have control of which data center(s) are used to deploy the operation of the HUB and its database, the current deployment is in Frankfurt.
3. IBM as a service provider is fully certified as meeting ISO 270001 standards (<https://www.ibm.com/cloud/compliancevn>). This link takes you to a full description of the security standards to which IBM operates in its provision of cloud and IT services to TA18: <https://www.ibm.com/cloud/garage/architectures/securityArchitecture/security-policy-governance-risk-compliance>.
4. The Hub shall configured in such a way that the Participant is not identifiable to Other Participants as having contributed any particular data unless it includes within its Contributed Data information from which it can be identified.

Security standards expected of the Participant and Other Participants

5. Clause 6.1 requires TA18 to test the security of the Hub regularly and thoroughly. The security testing environment will be regularly reviewed and revised as the Hub processes and tools develop.
6. The Participant and each Other Participant will be issued with user based authentication credentials (a standard username & password). These credentials are specific to the Participant and each Other Participant and cannot be shared for use by others. TA18 will implement a self-service password reset feature for all named users.
7. Currently Authorised Users may upload data to the Hub using submitted source data files which should be virus checked by the Authorised User.
8. The Participant and Other Participants are required by the policies referred to in clause 3.3.2, and by clause 6.3.3(a), to report Accessed Data Security Breaches and other security incidents to TA18. The initial procedure for incident reporting will be through an email to a specified TA18 inbox (but this procedure may be replaced by a new procedure notified by TA18 to the Participant from time to time). This inbox will be monitored by the nominated TA18 staff member for such incidents and then actioned as appropriate.

SCHEDULE 3
TA18 FEE / PAYMENT TERM SCHEDULE

1. Subject to paragraph 3, the Access Charge for each Contract Period during the term of this Agreement is the amount set out against the category of organisation applicable to the Participant (as stated in paragraph 2) and (in the case of a Participant in one of the first three categories in the table) depending on whether, according to the Contribution Protocol, the Participant will contribute significant data to the Hub, in the following table:

Category (see paragraph 2 below)	Not required to contribute significant data	Will contribute significant data
	(see Contribution Protocol)	
NGO	£1,000	£100
Law Enforcement Agency	£2,500	£1,000
Multi-Lateral Agency or Academic Institution	£2,500	£1,000
Corporation (£35m pa +)	£20,000	
Business (less than £35m pa)	£10,000	
Financial Services	£20,000	

2. The Participant is in the following category: **choose one of the following:** NGO Law Enforcement Agency Multi-Lateral Agency or Academic Institution Corporation (£35m pa +) Business (less than £35m pa) Financial Services.
3. If the parties enter into this Agreement before 1 July 2020 then:
- (a) no Access Charge will arise in respect of the first Contract Period (expiring on 30 June 2020) (participation during that period being provided free of charge); and
- (b) the Access Charge in respect of the second Contract Period (starting on 1 July 2020) will be halved (to reflect the short duration of the second Contract Period).
4. Subject to paragraph 5, TA18 shall invoice the Access Charges Contract Periodically in advance.
5. If the category of organisation applicable to the Participant, as set out in paragraph 2, is Business or Financial Services, TA18 shall invoice the Access Charges quarterly in advance.
6. The payment period referred to in clause 9.2 is 30 days.

EXECUTED by the parties

Signed by
for and on behalf of
TRAFFIKANALYSIS2018:

)
)
) _____
Signature

Signed by
for and on behalf of
[*PARTICIPANT*]:

)
)
) _____
Signature