



## HUMAN CAPITAL SOLUTIONS AT AON SERVICES AGREEMENT

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The Human Capital Solutions practice at Aon (which delivers products and services under the Aon, McLagan, Radford and Gauge names) provide a broad range of compensation and rewards and performance benchmarking, analytics, survey and consulting services.

This Human Capital Solutions Services Agreement (this "**Agreement**"), effective as of the date electronically approved or signed, is made and entered into by and between Government Office for Science ("**Client**") and McLagan (Aon) Limited and its Affiliates ("**Aon**" and, together with Client, the "**parties**").

Whereas, Client has selected Aon to provide certain of Aon Human Capital Solutions surveys, studies, products and consulting services, and Aon is willing to provide such services upon the terms and conditions contained in this Agreement. The parties agree to the following terms and conditions:

**1. Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below:

- a. "**Affiliates**" means an entity which is controlled by, controlling or under common control with Aon or Client respectively.
- b. "**Approved User**" means any Client employee approved by Client to use or access the Services or Site.
- c. "**Approved Consultant**" means any third-party individual or entity that obtains any Aon Confidential Information for the purpose of performing services for Client.
- d. "**Client Data**" shall mean the information provided by Client necessary for Aon to perform the Services.
- e. "**Confidential Information**" includes information of a business, compensation, or financial nature which one party discloses (the "Disclosing Party") to the other party (the, "Receiving Party") and is designated as being confidential or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, as confidential to the Disclosing Party, including, but not limited to Client Data, Deliverables (including information contained in survey/benchmark reports), company memoranda, documents, diagrams, data, and/or software provided by the Disclosing Party. Confidential Information does not include information which: (i) is or becomes generally available or known to the public through no fault of the Receiving Party; or (ii) has already been or is hereafter independently acquired or developed by the Receiving Party without violating any confidentiality agreement with or other obligation to the Disclosing Party.
- f. "**Deliverables**" means the results of the Services (including survey results, reports, processed data or other information or materials), written advice, letters and/or other advisory materials provided as part of the Services.
- g. "**Services**" means the benchmarking surveys, studies, products, and consulting services to be performed by or on behalf of Aon as further described in a Statement of Work attached to, or entered into pursuant to, this Agreement.
- h. "**Site**" will mean the website controlled by Aon through which certain Services may be accessible or Deliverables provided.
- i. "**Statement of Work**" shall mean a supplement to this Agreement that particularly describes the Services to be furnished by Aon, the fees for such Services, and any additional terms and conditions pertaining thereto.

### **2. Fees and Expenses.**

The fees set forth in the applicable Statement of Work shall be payable within thirty (30) days of the invoice date. If no specific written fee applies, the fees will be calculated with reference to the time spent by Aon, using our prevailing standard hourly rates for each category of staff and unless otherwise agreed Aon will bill Client monthly. Aon will invoice Client via email, and all payments will be made via electronic payment. Client shall pay all reasonable pre-approved travel and related living expenses incurred by Aon's personnel in performing Services. Aon reserves the right to charge interest on undisputed past due invoices at a rate up to 1% per

annum above Barclays Bank plc base lending rate from time to time calculated on a daily basis until payment is received. Client is responsible for any and all taxes, however designated, that are levied or based on this Agreement, the charges stated in this Agreement, or the Services or their use, excluding taxes based on the net income of Aon.

### **3. Client Responsibilities.**

- a. Client agrees to submit on-time, complete, up-to-date and accurate Client Data in accordance with Aon's instructions as necessary for the Services. If the Client Data submission is late or incomplete, Deliverables may be suspended until the Client Data is received.
- b. A password will be assigned to each Approved User for access to the Site, if applicable. Client will provide Aon with a list of its individuals to be enabled as Approved Users. Aon will disable passwords for any current Approved User upon request. Client and Approved Users will not share passwords without the express written consent of Aon. Any unapproved use of or access to the Site, is prohibited, and will terminate any permission or license granted under this Agreement to use the Site, and the Services.
- c. If Client desires to use a data entry contractor solely to provide Client Data to Aon on behalf of Client, Client will enforce this Agreement with such contractor, and will require the contractor to destroy any Aon Confidential Information the contractor received when its services to Client are complete.
- d. If Client desires to provide Aon Confidential Information to an Approved Consultant, at Aon's discretion, the Approved Consultant must first enter into a non-disclosure agreement provided by Aon. Client agrees that Aon may share this Agreement and any applicable Statement of Work with the requested Approved Consultant. Aon reserves the right to deny or terminate access of an Approved Consultant at any time, and Client will cease providing Aon Confidential Information to such Approved Consultant upon notice.

### **4. Confidential Information and Client Data**

- a. Each party agrees to keep the Confidential Information confidential and use an appropriate degree of care (which, in any case, shall not be less than a reasonable degree of care) to prevent disclosure or unauthorised access of the Confidential Information in contravention of the terms of this Agreement. Confidential Information remains the property of the Disclosing Party. Confidential Information shall not be made available to any third party except as specifically authorized by the Disclosing Party, or as otherwise set forth in this Agreement.
- b. Aon and its Affiliates may use Client Data to produce reports, analysis, or results for services and disclose them to: Aon Affiliates, employees, agents, subcontractors, counsel and auditors; Client; and other Aon customers provided that such Client Data is aggregated and is not individually identifiable. Due to the continued use of data in active and archival surveys, Client Data will not be returned or destroyed and will be retained in accordance with Aon's corporate record retention schedules.
- c. Subject to Section 3(d) and Section 4(d), Client and its Approved Users may only disclose Aon Confidential Information to Affiliates for which Client Data has been submitted, Approved Consultants and the employees of such entities with a need to know such Aon Confidential Information. Client and its Approved Users will not disclose or make available Aon Confidential Information, including Aon Confidential Information contained in the Deliverables, to any other Client Affiliates, or to any other third party.
- d. Where Client or Approved Users disclose any Deliverables to its Affiliates, Client shall procure: (i) the Deliverables are disclosed in full and no disclaimers are removed from the Deliverables prior to disclosure; and (ii) that all such recipients accept such Deliverables: (aa) on the basis Aon's aggregate liability, collectively, to those recipients and Client is no greater than our aggregate liability to Client as set out in this Agreement and (bb) subject to an obligation not to disclose such Deliverables to third parties, other than as required by law or court order.
- e. Client agrees that Aon may disclose that Client and/or Affiliates are participants in an applicable survey. Survey participant lists may show general company information specific to Client/Affiliates, including some or all of the following: (i) company name; (ii) industry; (iii) headquarters location; (iv) revenue category; (v) actual revenue amount for public independent corporations; (vi) headcount category; (vii) company ownership (public/private); (viii) month Client Data was submitted; (ix) primary location and countries from which Client Data was submitted; and (x) primary sales channel.
- f. To the extent that Client Data includes personal data that might allow Aon to identify an individual and that personal data is processed by the parties pursuant to this Agreement, then each Party will observe all applicable requirements of data protection laws and the data protection terms set forth at <https://www.aon.com/en/about/leadership-and-governance/data-protection-schedule> shall apply, which may be updated from time to time as required by applicable law.
- g. The parties agree that (i) Aon is not able to perform its obligations to Client under the Agreement unless Client provides Client Data relevant to the Services, (ii) that such Client Data is necessary to the performance of the Services in support of the purposes

specified in the Agreement, and (iii) such Client Data is not provided to Aon in exchange for any monetary or other valuable consideration from Aon to Client.

- h. Confidential Information may be disclosed pursuant to a subpoena or other valid legal or administrative process, provided that the receiving party shall notify the disclosing party of such required disclosure and the disclosing party has had a reasonable opportunity to quash, modify or otherwise contest, such process (at the disclosing party's expense).

## **5. Ownership and Licensing Rights.**

Aon will retain all right, title and interest in and to all intellectual property rights embodied in or associated with the Services and in and to any Deliverables posted or available through the Services, including copyrights, patents, and trademarks. If applicable, Aon hereby grants Client a paid-up, worldwide, non-transferable, and non-exclusive license to access and use the Site during the term of and only in accordance with this Agreement in order to provide Client Data and receive, use and copy the Deliverables. The Deliverables are copyrighted by Aon. Client is granted a perpetual, worldwide, paid-up, royalty-free, non-exclusive license to use and copy the Deliverables for Client's internal business purposes only. Client will not undertake, cause, permit or approve the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Services or Deliverables or any part thereof; and will not remove, obscure, make illegible or alter any notices or indications of the intellectual property rights that are affixed on, contained in or otherwise connected to any Services or Deliverables or other Aon materials.

## **6. Term.**

The term of this Agreement shall continue in perpetuity until either party provides 30 days prior written confirmation of termination. The term of each SOW will be set forth therein. If Client terminates this Agreement or an applicable SOW, all unpaid undisputed fees and expenses will become immediately due and payable and no refunds or credits are provided. Client will dispute any fees without undue delay and in good faith.

## **7. Liability and Indemnification.**

- a. THE SERVICES ARE MADE AVAILABLE ON AN "AS-IS WHERE IS" BASIS WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. CLIENT ACKNOWLEDGES THAT THE SERVICES AND THE CONTENT DO NOT CONSTITUTE OR SUBSTITUTE FOR LEGAL ADVICE.
- b. AON'S TOTAL LIABILITY TO CLIENT AND ITS AFFILIATES RELATING TO THIS AGREEMENT AND SERVICES PERFORMED FOR CLIENT SHALL NOT EXCEED THE ANNUAL FEES PAID FOR SUCH SERVICES UNDER THE APPLICABLE STATEMENT OF WORK. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, LOSS OF PROFITS, GOVERNMENT FINES, OR OTHER SIMILAR DAMAGES, EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.
- c. AON WILL INDEMNIFY AND DEFEND CLIENT FROM ANY CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT THE SITE OR SERVICES INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, UNLESS THE CLAIM IS BASED ON THE CLIENT'S ALTERATION OR MISUSE OF THE SITE OR SERVICES. SUBJECT TO AON'S INFRINGEMENT INDEMNITY OBLIGATION, CLIENT WILL INDEMNIFY AND DEFEND AON FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) MADE BY CLIENT'S CURRENT AND FORMER EMPLOYEES, AFFILIATES, BENEFIT PLANS, AND OTHER PARTICIPANTS RELATED TO CLIENT'S USE OF THE SERVICES.
- d. Aon will endeavor to make the Site available to Client's Approved Users 24 hours per day, 7 days per week, except during periods of scheduled or emergency maintenance.
- e. Each party acknowledges that damages may be an inadequate measure of loss in the event of breach by the other party of this Agreement and accordingly in such event the non-breaching party shall be entitled to seek equitable remedies (including injunction or otherwise).

## **8. Miscellaneous.**

- a. This Agreement, the applicable Statements of Work, or fully executed amendments that may be presented to Client from time to time, constitute the entire agreement of the parties and supersede all previous oral or written negotiations and agreements relating to the subject matter of this Agreement. Each Statement of Work will be a separate agreement between Aon (or an Aon Affiliate) and Client (or a Client Affiliate). Only the entities that sign a Statement of Work shall be liable for their respective obligations under

[REDACTED]

that Statement of Work. In the event any terms of any Statement of Work conflict with the terms contained in this Agreement, the terms in a Statement of Work shall prevail. Moreover, in the event of any conflict between the Agreement, any Statement of Work, and the Data Protection Schedule, the Data Protection Schedule controls.

- b. This Agreement will be construed and enforced in accordance with the laws of England and the jurisdiction of the courts of England to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- c. It is agreed that the parties' respective obligations that by their nature continue beyond the termination or expiration of this Agreement include, but are not limited to, those contained in Sections 4, 5, 7, and 8.
- d. Neither party will be liable for inadequate performance to the extent caused by a condition (for example: natural disaster, act of war or terrorism, riot, labour condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.
- e. If any part of this Agreement is found unenforceable, the remaining provisions will remain in full force.
- f. There are no third-party beneficiaries to this Agreement.
- g. This Agreement will be binding on the parties and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, except either party may assign its rights and obligations to an Affiliate.
- h. Client agrees that Aon may provide Client with notices by email or regular mail.
- i. The delay or failure to assert a right or to insist upon compliance with any term of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition.
- j. Nothing in this Agreement shall be interpreted as placing the parties in an employment, partnership, joint venture or agency relationship and neither party shall have the right or authority to obligate or bind the other party on its behalf.
- k. Client may access content and resources, compensation tools and compensation news (the "Content") through the Site for internal business purposes of Client only. Aon shall have the right to alter or remove such Content from the Site from time to time in its sole discretion, and such Content is provided on an "as is" basis.

This Services Agreement is agreed to by:

**For and on behalf of Client:**

**Approved Signature:**

Signature

Name:

Title:

Commercial Lead

Date:

3/9/2025

For and on behalf of Aon:

Approved Signature:

By:

Name:

Title:

Date:

Head of UK Health & EMEA Talent

August 18, 2025