



# NEST payroll test facility (PTF) agreement

**Between** NEST Corporation (NEST, we, us, our); and Software Developer (you/yours)  
Each a Party and together the Parties.

**Background** NEST has developed a Test Environment for the testing of system interfaces with NEST. You have requested that NEST permits you to access the Test Environment, and we agree that you may do so subject to your compliance with the terms of this agreement.

These terms form the agreement between you and us (the **Agreement**) in relation to Testing. If you do not agree with these terms you must not use the Test Environment or submit your Data for Testing.

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<b>Confidential Information</b>	means the Test Output and any confidential information disclosed by one Party (the Discloser) to the other (the Recipient) in connection with this Agreement, whether identified as confidential or not;
<b>Documentation</b>	means any user guidance, technical specification or other documentation which we may make available from time to time in respect of the Test Environment;
<b>Software Developer</b>	means a developer of software who wishes to use the Test Environment subject to the terms of this Agreement.
<b>Scheme</b>	means the National Employment Savings Trust established by the National Employment Savings Trust Order 2010 (S.I. 2010/917);
<b>Test Data</b>	means information and data entered by you for the purposes of Testing;
<b>Test Environment</b>	means the test software platform developed for the Scheme;
<b>Test Output</b>	means the data, results and/or output arising from performance of any Testing carried out by you;
<b>Testing</b>	means the processing of or validating of Test Data using the Test Environment.

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**Duration** These terms will take effect from the date you start Testing and will continue for the period(s) that the Parties are engaged in active Testing.

- Obligations**
- You may submit your Test Data to the Test Environment for Testing, subject to the terms of this Agreement. We shall use reasonable endeavours to make the Test Environment available during the periods and times set out in the Documentation. You are responsible for arranging a time to carry out Testing.
  - Test Data should be submitted to us in the format, and should contain the information, set out in the applicable Documentation, as published from time to time by NEST.
  - On request, we will provide you with access to the Test Environment directly. Where we provide you with access, we hereby grant you a non-exclusive, non-transferable, revocable licence to remotely access the Test Environment for the sole purpose of conducting the Testing.
  - We reserve the right in our sole discretion to refuse any request for access to the Test

Environment.

- You shall only use the Test Environment in accordance with the applicable Documentation.
- You accept that the Test Environment is provided “as is”, and that we may suspend or terminate the Testing and any access to the Test Environment, at any time, without liability or notice.
- We may use your Test Output for the purpose of assessing and modifying our internal systems.
- You will use all reasonable care in accessing the Test Environment or performing any Testing and you will not cause any damage to our software, systems or other property, or do anything to compromise the security or stability of the Test Environment or any of our other systems.
- You agree that you will not:
  - a) use the Test Output or Test Environment for any purpose other than the development, evaluation or testing of your software systems;
  - b) pass any of the Test Output to any third party other than a contractor engaged by you who is directly involved in the development, evaluation or testing of your software systems and who is bound to observe the provisions of this Agreement;
  - c) commercially exploit, sell, license or distribute the Test Output or any access to the Test Environment; or
  - d) make any adverse statement or announcement in relation to the subject matter of this Agreement, including the performance or results of any Testing.

**Personal Data** You will not include Personal Data (as defined in the Data Protection Act 1998) in any Test Data.

**Intellectual property** We and our suppliers have intellectual property rights in NEST’s systems and software and the data contained within them. All intellectual property that you may be given access to under this Agreement remains the property of NEST (and, where applicable, our suppliers).

**Liability and warranties**

- We exclude all warranties, representations, conditions or terms (except for any liability that may not be excluded by law) in respect of any matter regarding the Testing, Test Environment, Test Output and/or any other services or deliverables provided by us in connection with this Agreement.
- We do not represent or warrant that any formats of data or methods of submission of data which produce correct results in Testing or in the Test Environment will produce correct results in the live environment for the Scheme. We reserve the right to change our systems at any time.
- Save as otherwise set out in this Agreement, in no event shall either Party be liable to the other in contract, tort or otherwise for any special, indirect or consequential losses or damages; or direct or indirect loss of profit or for any increased costs.
- You are solely responsible for complying with your obligations set out in the Documentation, and we shall not be liable to you for any consequences of your failure to do so.
- Our total aggregate liability to you under or in connection with this Agreement shall not exceed one hundred pounds sterling.

**Confidentiality** Each Party shall ensure that appropriate measures and systems are in place to keep all Confidential Information secure. The Recipient shall disclose Confidential Information to its staff, professional advisers and contractors on a need to know basis only.

**Events beyond our control** Neither Party will be responsible to the other for any delay or failure in carrying out obligations under this Agreement if the delay or failure is caused by circumstances beyond the reasonable control of the affected Party.

**Entire agreement** This Agreement, together with the Documentation and any other agreement referred to within these terms, sets out the entire agreement between you and us.

**Governing law and jurisdiction** This Agreement will be governed by and construed in accordance with English law and the Parties agree to submit to the exclusive jurisdiction of the English courts.

**Rights of third parties**

A person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.