Scott Logic Limited Master Services Agreement

This Agreement is entered into as of the [*day*] day of [month], [*year*] by and between

Scott Logic Limited a company incorporated in England (Company number 05377430), with its registered office at 6th Floor, Helix, The Lumen, St James' Blvd, Newcastle upon Tyne NE4 5BZ ("Scott Logic");

and

[***Name of company***]**,** a company incorporated in [*location*] (Company number [number]) with its registered office at [*Company address*] ("Client"),

(together, "**the Parties**").

It is agreed as follows:

1.   Interpretation

1.1   The definitions and rules of interpretation in this condition apply in these conditions **(Conditions)**.

Agreement: this agreement.

Client: the person, firm or company who purchases Services from Scott Logic.

Client's Equipment: any equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services.

Client's Manager: the Client's manager for the Services, appointed in accordance with condition 5.1.

Commencement Date: the date of this Agreement.

Contract Year: a period of 12 months (or such shorter period if this agreement is terminated earlier), commencing on the Commencement Date and/or each anniversary of the Operational Services Commencement Date.

Data Protection Legislation: the GDPR and the DPA, together with all applicable directives, statutory instruments, orders and rules relating to data protection and privacy issued in force in any relevant jurisdiction including any rules or regulations relating to the United Kingdom's departure from the European Union and/or the transition period that relate to data protection or privacy.

Deliverables: all Documents, products and materials developed by Scott Logic in any form, including computer programs, data, reports, and specifications as specified in the Statement of Work.

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

DPA: the Data Protection Act 2018.

GDPR: the UK General Data Protection Regulation and any primary or secondary legislation enacted pursuant to or in the exercise of any rights, obligations or options conferred on the United Kingdom by the said regulation together with any successor or replacement legislation.

In-put Material: all Documents, information and materials provided by the Client relating to the Services including, computer programs, data, reports and specifications as specified in the Statement of Work.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral 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 for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Personal Data: shall have the meaning given to that term in the GDPR.

Personal Data Breach: shall have the meaning given to that term in the GDPR.

Pre-existing Materials: all Documents, information and materials provided by Scott Logic relating to the Services which existed prior to the commencement of the Contract including computer programs, data, reports and specifications.

Scott Logic's Equipment: any equipment, including tools, systems, cabling or facilities, provided by Scott Logic or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Client.

Services: the services to be provided by Scott Logic as set out in a Statement of Work.

Statement of Work an order for Services under this Agreement.

Supervisory Authority: shall have the meaning given to that term in the GDPR.

Supplier's Manager: Scott Logic's manager for the Services appointed under condition 4.3.

Supplier Personnel: officers, employees, contractors and other staff of Scott Logic.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Condition, headings shall not affect the interpretation of these conditions.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 Words in the singular shall include the plural and vice versa.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 A reference to "written" and "writing" includes email, but not fax.

2. Commencement and duration

2.1 This Agreement shall commence on the Commencement Date and subject as provided in clause 12 shall continue for a period of [three (3)] years, or if longer, until the period for the provision of Services under each Statement of Work in accordance with clause 3.2 has expired.

2.2 This Agreement is a framework agreement which provides the governance structure and standard provisions for the Parties to agree Statements of Work in respect of the provision of Services in accordance with the terms of this Agreement and the relevant Statement of Work.

2.3 The provisions of this Agreement shall apply to all Statements of Work. In the event of any conflict between the terms of this Agreement and any Statement of Work, the latter shall prevail.

3. Provision of Services

3.1 The Services shall be provided by Scott Logic to the Client from the date specified in the Statement of Work.

3.2   The Services that are to be provided under each Statement of Work shall be performed only for the period set out in that Statement of Work (subject always to early termination of this Agreement in accordance with clause 12). However, Scott Logic may at its sole discretion continue to supply the Services beyond such period, in which event this Agreement shall continue to apply in relation to Services provided in such additional period.

4.   Supplier's obligations

4.1   Scott Logic shall use reasonable endeavours to provide the Services and to deliver the Deliverables to the Client, in accordance with, and in all material respects with the relevant Statement of Work.

4.2   Scott Logic shall use reasonable endeavours to meet any performance dates specified in the Statement of Work, but any such dates shall be estimates only and time shall not be of the essence.

4.3   Scott Logic shall appoint Scott Logic's Manager who shall have authority contractually to bind Scott Logic on all matters relating to the Services. Scott Logic shall use reasonable endeavours to ensure that the same person acts as Scott Logic's Manager throughout the term of this Agreement, but may replace them from time to time where reasonably necessary in the interests of Scott Logic's business.

4.4   Scott Logic shall use all reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises and that have been communicated to it under condition 5.1(e), provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

4.5   Provided that Scott Logic performs the Services in accordance with this Agreement, and that the Deliverables comply with the specification set out in the Statement of Work, nothing in this Agreement shall make Scott Logic responsible for ensuring that the use of the Deliverables will not result in the breach of any applicable law, regulation or code of practice.

4.6   The Client acknowledges and agrees that:

(a)   the Services shall be performed by such Supplier Personnel as Scott Logic may from time to time notify to the Client, and Scott Logic reserves the right to make changes to the Supplier Personnel engaged in the provision of the Services from time to

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time (and Scott Logic shall, where reasonably practicable in the circumstances, give reasonable notice of any such change);

(b) Supplier Personnel will from time to time take annual leave, compassionate leave, sick leave, maternity/paternity leave and other forms of absence, or may cease to be employed by Scott Logic. Scott Logic will give the Client advance notice of such events, where it is possible and practicable to do so. In the case of long term absence or Supplier Personnel leaving the employment of Scott Logic, then Scott Logic will at its discretion provide replacement Supplier Personnel having a similar level of qualification and experience, subject always to availability of suitable alternatives.

4.7 The Client agrees that the Services will be provided by Supplier Personnel operating from a combination of Supplier's premises, Scott Logic's premises, and the Supplier Personnel's home.

5. Client's obligations

5.1 The Client shall:

(a) co-operate with Scott Logic in all matters relating to the Services and appoint the Client's Manager, who shall have the authority contractually to bind the Client on matters relating to the Services;

(b) provide, for Scott Logic, its agents, sub-contractors and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as requested by Scott Logic ;

(c) provide, in a timely manner, such In-put Material and other information as Scott Logic may request and ensure that it is accurate in all material respects;

(d) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing Scott Logic of all of its obligations and actions under this clause 5.1(d);

(e) inform Scott Logic of all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises;

<table>
<tr><td>(f)</td><td>ensure that all Client's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements; and</td></tr>
<tr><td>(g)</td><td>obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the use of In-put Material and the use of the Client's Equipment in all cases before the date on which the Services are to start.</td></tr>
</table>

5.2   If Scott Logic's performance of its obligations under this Agreement or any Statement of Work is prevented or delayed by any act or omission of the Client, its agents, sub-contractors or employees, Scott Logic shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

5.3   The Client shall be liable to pay to Scott Logic, on demand, all reasonable costs, charges or losses sustained or incurred by Scott Logic (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to Scott Logic confirming such costs, charges and losses to the Client in writing.

5.4   The Client shall not, at any time from the date of the Contract to the expiry of twelve months after the last date of supply of the Services solicit or entice away from Scott Logic or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Scott Logic in the provision of the Services.

5.5   In the event that the Client shall breach clause 5.4, the Client shall pay to Scott Logic a sum equivalent to 50% of the then current annual remuneration of Scott Logic's employee or sub-contractor or, if higher, 50% of the annual remuneration to be paid by the Client to that employee or sub-contractor.

6.   Change control

6.1   The Client's Manager and Scott Logic's Manager shall meet at least once every month to discuss matters relating to the Services. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.

6.2   If either party requests a change to the scope or execution of the Services, Scott Logic shall, within a reasonable time, provide a written estimate to the Client of:

   (a)   the likely time required to implement the change;

   (b)   any variations to Scott Logic's charges arising from the change;

   (c)   the likely effect of the change on overall progress and time for completion of the Services; and

   (d)   any other impact of the change on the terms of Contract.

6.3   Scott Logic may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If Scott Logic requests a change to the scope of the Services for any other reason, the Client shall not unreasonably withhold or delay consent to it.

6.4   If the Client wishes Scott Logic to proceed with the change, Scott Logic has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges and any other relevant terms of the Contract to take account of the change.

6.5   Scott Logic may charge for its time spent in assessing a request for change from the Client on a time and materials basis in accordance with condition 6.2.

7.   Charges and payment

7.1   Condition 7.2 shall apply if Scott Logic provides the Services on a time and materials basis. Condition 7.3 shall apply if Scott Logic provides the Services for a fixed price. The remainder of this condition 7 shall apply in either case.

7.2   Where the Services are provided on a time and materials basis:

   (a)   the charges payable for the Services shall be calculated in accordance with Scott Logic's standard daily fee rates as set out in the Statement of Work, (provided that Scott Logic may from time to time by notice in writing to the Client amend such rates from time to time, and/or give notice that a member of Supplier Personnel has been moved to a different rank or role and therefore that a different rate will be applied to them from the date that such change takes effect);

(b) without prejudice to clause 7.2(a), the agreed standard daily fee rates will be subject to an increase of 5% every 12 months following the date of the first invoice;

(c) Scott Logic's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked at any time between 7.30am and 22.00 on weekdays (excluding public holidays);

(d) Scott Logic shall be entitled to charge an overtime rate of 150% of the normal daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services that are:

(i) in excess of eight hours per day;

(ii) outside the hours referred to in condition 7.2(c);

(iii) at weekends or on public holidays,

provided that Scott Logic must obtain the Client's prior agreement to all overtime working.

(e) all charges quoted to the Client shall be exclusive of VAT which Scott Logic shall add to its invoices at the appropriate rate;

(f) Scott Logic shall ensure that every individual whom it engages on the Services completes time sheets recording time spent, and Scott Logic shall use such time sheets to calculate the charges covered by each monthly invoice referred to in condition 7.2(g); and

(g) Scott Logic shall invoice the Client monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this condition 7.2. Each invoice shall set out the time spent by each individual whom it engages on the Services and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.

7.3 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Statement of Work. The total price shall be paid to Scott Logic (without deduction or set-off) in instalments, as set out in the Statement of Work. At the end of a period specified in the Statement of Work, in respect of which an instalment is due, Scott Logic shall invoice the Client for the charges that are then payable, together with expenses, the costs of materials and VAT, where appropriate, calculated as provided in condition 5.

7.4 The cost for the Services will be quoted and payable in GBP.

7.5 Any fixed price or daily rate contained in the Statement of Work excludes:

    (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Scott Logic engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by Scott Logic for the supply of the Services. Such expenses, materials and third party services shall be invoiced by Scott Logic at cost; and

    (b) VAT, which Scott Logic shall add to its invoices at the appropriate rate.

7.6 The Client shall pay each invoice submitted to it by Scott Logic, in full and in cleared funds, within 30 days of receipt.

7.7 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Scott Logic on the due date for payment of any invoice rendered pursuant to this Agreement or any other contract between Scott Logic and the Client, then Scott Logic may:

    (a) charge interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and Scott Logic may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and/or

    (b) suspend all Services until payment has been made in full; and/or

    (c) by notice in writing to the Client require that all invoices are paid immediately upon presentation and that clause 7.6 shall be amended accordingly (and upon service of any such notice, any invoices previously rendered, but which are for the time being unpaid, shall also become immediately due and payable).

7.8 Time for payment shall be of the essence of the Agreement.

7.9 All sums payable to Scott Logic under the Contract shall become due immediately on its termination, despite any other provision. This condition 7.9 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

7.10   Scott Logic may, without prejudice to any other rights it may have, set off any liability of the Client to Scott Logic against any liability of Scott Logic to the Client.

8.   Intellectual property rights

8.1   As between the Client and Scott Logic, all Intellectual Property Rights and all other rights in the Deliverables shall be owned by the Client.

8.2   The Client acknowledges that, where Scott Logic does not own any Pre-existing Materials, the Client's use of rights in Pre-existing Materials is conditional on obtaining a written licence (or sub-licence) from the relevant licensor or licensors.

9.   Confidentiality and Scott Logic's property

9.1   Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 9.2.

9.2   Each party may disclose the other party's confidential information:

(a)   to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9; and

(b)   as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3   Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

9.4   All materials, equipment and tools, drawings, specifications and data supplied by Scott Logic to the Client (including Pre-existing Materials) shall, at all times, be and remain [as between Scott Logic and the Client] the exclusive property of Scott Logic, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to Scott Logic, and shall not be disposed of or used other than in accordance with Scott Logic's written instructions or authorisation.

9.5   This condition 9 shall survive termination of the Contract, however arising.

10.   Data Protection

10.1   Each Party shall comply with all applicable requirements of the Data Protection Legislation. This condition 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

10.2   This condition 10, together with Part 1 of the Schedule, sets out the scope, nature and purpose of processing by Scott Logic, the duration of the processing and the types of Personal Data and categories of data subject.

10.3   Without prejudice to the generality of condition 10.1, the Client shall ensure that it has all necessary, appropriate consents and notices in place to enable the lawful transfer of the Client Personal Data to Scott Logic for the duration and purposes of the Contract.

10.4   Without prejudice to the generality of condition 10.1, Scott Logic shall, in relation to any Client Personal Data processed in connection with the performance by Scott Logic of its obligations under this Contract and taking into account the nature of the processing:

(a)   process that Personal Data only on the documented instructions of the Client;

(b)   ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;

(c)   ensure that all personnel who have access to and/or process Client Personal Data are obliged to keep the Client Personal Data confidential;

(d)   assist the Client in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities or regulators;

(e)   notify the Client in writing, without undue delay, on becoming aware of a Personal Data Breach caused by its processing activities in respect of the Client Personal Data;

(f)   at the Client 's direction, delete or return Client Personal Data and copies of the same to the Client on termination of the Contract unless otherwise required by any applicable law;

(g)   maintain complete and accurate records and information to demonstrate its compliance with this condition 10, allow for audits by the Client or its designated auditor(s) once in every 12 month period; and

(h)   immediately inform the Client if, in the opinion of Scott Logic, an instruction infringes the Date Protection Legislation.

10.5   Scott Logic shall provide the Client with an opportunity to object to the appointment of a third party processor to process Client Personal Data or other third parties' Personal Data processed in the course of providing the Services). Scott Logic shall ensure that it shall enter into a written agreement with any such third party processor incorporating terms which are the same as or substantially similar to those set out in this condition 10.

11.   Limitation of liability - THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION

11.1   References to liability in this clause 11 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.2   Nothing in this clause 11 shall limit the Client's payment obligations under the Contract.

11.3   Subject to clause 11.5, Scott Logic's total liability to the Client in each Contract Year:

(a)   for loss arising from the Scott Logic's failure to comply with its data processing obligations under clause 10 shall not exceed £1,000,000; and

(b)   for loss or damage that does not fall within clause 11.3(a) shall not exceed following:

(i)   in the first Contract Year, the sum of £500,000;

(ii)   in each subsequent Contract Year, the price paid or payable to Scott Logic for Services performed in the preceding Contract Year.

11.4 Subject clause 11.2 and clause 11.5 (liabilities which cannot legally be limited) the Client's total liability to the Supplier shall not exceed £1,000,000.

11.5 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

    (a)   death or personal injury caused by negligence;

    (b)   fraud or fraudulent misrepresentation; and

    (c)   breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.6 Subject to clause 11.2 and clause 11.5, this Clause 11.6 sets out the types of loss that are wholly excluded:

    (a)   loss of profits;

    (b)   loss of sales or business;

    (c)   loss of agreements or contracts

    (d)   loss of anticipated savings;

    (e)   loss of use or corruption of software, data or information;

    (f)   loss of or damage to goodwill; and

    (g)   indirect or consequential loss.

11.7 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12. Termination

12.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement or a particular Statement of Work without liability to the other immediately on giving notice to the other if:

    (a)   the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

    (b)   an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or

(c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

(d) a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

(e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

(f) the other party ceases, or threatens to cease, to trade; or

(g) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

12.2 Without prejudice to any other rights or remedies, if the Client shall fail to pay any invoice or invoices issued by Scott Logic amounting to five thousand pounds (£5,000) or more, and:

(a) such invoice(s) shall have become due and payable;

(b) Scott Logic has served a written notice on the Client given on or after the due date for payment, specifying the outstanding amount and requiring such amount to be paid within fourteen (14) days; and

(c) the Client fails to pay the overdue amount within seven (7) days after service of the above notice;

then Scott Logic may by written notice served on the Client terminate this Agreement immediately.

12.3 On termination of this Agreement for any reason:

(a) Scott Logic shall cease to provide the Services; and

(b) the Client shall immediately pay to Scott Logic all of Scott Logic's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Scott Logic may submit an invoice, which shall be payable immediately on receipt; and

(c) the Client shall, return all Pre-existing Materials and Deliverables (to the extent that the latter have not been paid for in accordance with this Agreement). If the Client fails to do so, then Scott Logic may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping; and

(d) the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

13. Force majeure

Scott Logic shall have no liability to the Client under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of Scott Logic or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, pandemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

14. Anti-Bribery

14.1 Scott Logic shall:

(a) comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");

(b) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements;

(c) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by Scott Logic in connection with the performance of this agreement.

15. Compliance with Anti-Slavery and Human Trafficking Laws

15.1 In performing its obligations under the agreement, Scott Logic shall:

(a) comply with the Modern Slavery Act 2015;

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(b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

(c) include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Clause 15;

(d) notify the Client as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.

16. Variation

Subject to condition 1 and condition 6, no variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

17. Assignment

17.1 Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.

18. Use of Name and Media Releases

18.1 Scott Logic reserve the right to name the Client in marketing material.

18.2 Should Scott Logic wish to publish any media releases, public announcements, or marketing material covering details of the engagement, then the exact wording used will be sent to the Client for approval prior to release, such approval is not to be unreasonably withheld.

19. General

19.1 Each right or remedy of Scott Logic under the Contract is without prejudice to any other right or remedy of Scott Logic whether under the Contract or not.

19.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal,

invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

19.3   Failure or delay by Scott Logic in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

19.4   Any waiver by Scott Logic of any breach of, or any default under, any provision of the Contract by the Client shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

19.5   The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

19.6   The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

20.   Communications

20.1   Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified below:

(a)   In the case of Scott Logic to legal@scottlogic.com;

(b)   In the case of Client to the address specified in the Statement of Work..

20.2   Any notice shall be deemed to have been received:

(a)   if delivered by hand, at the time the notice is left at the proper address;

(b)   if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(c)   if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business

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hours resume. In the clause 20.2(c) business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

This clause 20 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

20.3   Notices addressed to Scott Logic that are not sent by email shall be marked for the attention of the Legal Department.

21.   Status of pre-contractual statements

Each of the parties acknowledges and agrees that, in entering into [this the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.

IN WITNESS whereof, this contract has been entered into on the date set out above

Signed	Signature:	…………………………
for and on behalf of	Print Name:	…………………………
<insert company name>		
	Title:	…………………………
	Date:	…………………………

Signed	Signature:	…………………………
for and on behalf of	Print Name:	…………………………
Scott Logic Limited	Title:	…………………………
	Date:	…………………………

Schedule 1

Part 1

The following Part 1 of the Schedule provides a description of the Personal Data processing activities:

Subject matter of processing	[e.g. Client personal data]
Duration of processing	[e.g. for the duration of the provision of the Services]
Nature of processing	[e.g. data flows required to perform the Services may involve processing of Client Personal Data]
Purpose of processing	[e.g. to enable Scott Logic to perform the Services set out in the Specification]
Type of personal data	[e.g. Client Personal Data held within the Client's systems which are processed during the performance of the Services]
Categories of data subjects	[e.g. employees of Client, suppliers of Client, customers of Client]