CLINICAL ARCHITECTURE CONSULTING AGREEMENT APPENDED TO
G-CLOUD 14 CALL-OFF CONTRACT
AS THE
SUPPLIER TERMS & CONDITIONS

Date: [insert agreement date]

Parties:

(1) [insert customer] whose registered office address is [Insert Address] (**"The Client"**)

   AND

(2) Clinical Architecture Limited a company incorporated in England & Wales with company number 08537138 whose registered office address is Unit 13, Okehampton Business Centre, Higher Stockley Mead, Okehampton, England, EX20 1FJ (**"Clinical Architecture"**)

1   Interpretation and Definitions.

This Agreement constitutes the Supplier Terms and Conditions and shall be incorporated into the Call-Off Contract (which includes the Order Form) made between Clinical Architecture (as Supplier) and Client for the Consulting Services/ Capitalised terms not otherwise defined in this Section 1 shall have the meanings ascribed thereto elsewhere in this Agreement. Capitalised terms not otherwise defined in this Agreement shall have the meanings ascribed thereto in the Call-Off Contract.

1.1 "Call-Off Contract" shall mean the G-Cloud 14 Call-Off Contract by and between Clinical Architecture and Buyer, issued under the Framework Agreement which came into existence upon the agreement by Clinical Architecture to the terms set forth in the Order Form, and to which this Agreement is attached.

1.2 "Order Form" shall mean the Order Form submitted by Buyer to Clinical Architecture, acceptance of which caused the Call-Off Contract to come into existence.

2   Appointment of Clinical Architecture

The Client appoints Clinical Architecture to provide the Consulting Services to The Client and Clinical Architecture agrees to provide the Consulting Services to The Client for the duration of this Agreement upon the following terms and conditions.

3   Consulting Services

"Consulting Services" in this Agreement means:

3.1   services as more particularly described in the Order Form.

AND/OR

3.2   such other services as The Client and Clinical Architecture may agree from time to time during the duration of this Agreement ("Agreed Consulting Services").

4   Duration of the Agreement

This duration of this Agreement shall be from [insert date] and shall continue until [insert date] or until this Agreement is terminated in accordance with Clause 10.

5   Clinical Architecture's Obligations

For the duration of this Agreement Clinical Architecture shall:

5.1 provide the Consulting Services;

5.2 provide individuals to perform the Consulting Services who are employed by Clinical Architecture or any other person/s nominated by Clinical Architecture from time to time provided that any person so named or nominated shall be adequately and suitably skilled, capable and experienced ("Employees");

5.3 ensure that the Employees are available to The Client at such times and such locations as The Client and Clinical Architecture shall agree from time to time;

5.4 ensure that the Consulting Services are carried out with reasonable care, skill and diligence;

5.5 provide the Consulting Services to the best of its ability and in accordance with the best practice in Clinical Architecture's industry, profession or trade; and

5.6 whenever possible and practicable, Clinical Architecture shall use its own equipment, materials and resources to carry out the Consulting Services.

6 The Clients Obligations

For the duration of this Agreement The Client shall:

6.1 provide to Clinical Architecture access to such IT Systems and data which are required to undertake the Consulting Services,

6.1 provide to Clinical Architecture access to any documentation and reports which are required to undertake the Consulting Services,

6.3 respond in a timely manner to questions and other matters raised by Clinical Architecture in the course of the delivery of the Consulting Services.

6 Fee under Sub-Clause 3.1

6.1 The Client shall pay to Clinical Architecture a fee of [insert fee] for the Consulting Services described in Sub-Clause 3.1. This fee is exclusive of any value added tax ("VAT"). Any VAT chargeable on the fee shall be added to the fee and payable together with the fee.

6.2 The fee referred to in Sub-clause 6.1 shall be invoiced together with any applicable VAT chargeable thereon in one invoice.

6.3 If a valid and correct invoice for an instalment is delivered by Clinical Architecture to The Client, it shall be due and payable within 14 days after the date on which it is actually delivered

AND/OR

7 Fees under Sub-Clause 3.2

7.1 The Client shall pay to Clinical Architecture fees of [insert fee schedule] for each day that Clinical Architecture spends carrying out the Agreed Consulting Services referred to in Sub-Clause 3.2. These fees are exclusive of any value added tax ("VAT"). Any VAT chargeable on the fees shall be added to the fees and payable together with the fees.

7.2 The fees referred to in Sub-clause 6.1 for all days spent carrying out the Agreed Consulting Services in each calendar month shall be invoiced (together with any applicable VAT chargeable thereon) on the first working day of the following calendar month. If VAT is charged on the fees, the invoice for those fees must be a valid VAT invoice.

7.3 If a valid and correct invoice for any calendar month is delivered by Clinical Architecture to The

Client, it shall be due and payable within 14 days after the date on which it is delivered.

8 Expenses

8.1 The Client shall reimburse Clinical Architecture all travelling and other out of pocket expenses wholly and reasonably incurred in the performance of its obligations hereunder, provided that on request Clinical Architecture shall provide The Client with such vouchers or other evidence of actual payment of such expenses as The Client may reasonably require.

8.2 Any expense properly claimable under Sub-clause 8.1 shall be invoiced on the first working day of the calendar month following the calendar month in which that expense was incurred. A valid and correct invoice for any expense shall be due and payable within 14 days after the date on which it is delivered.

9 Late Payment

If The Client fails to make any payment due to Clinical Architecture under Clauses 6,7 or 8 by the due date then, without prejudice to any other right or remedy available to Clinical Architecture, Clinical Architecture shall be entitled to:

9.1 terminate this Agreement by giving written notice to The Client provided that The Client fails to make the due payment within 5 working days' after receiving written notice from Clinical Architecture giving full particulars of the payment due and requiring such payment to be made within 5 working days'; and

9.2 charge The Client interest (both before and after any judgement) from the due date on the amount unpaid, at the rate of two per cent per annum above Barclays Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

10 Termination

10.1 The Client may terminate this Agreement at any time in respect of any Agreed Consulting Services as are referred to in clause 3 by giving Clinical Architecture not less than 30 days' notice in writing and The Client shall be liable for payment of fees for all hours of those Agreed Consulting Services actually carried out by Clinical Architecture by the date on which the notice period expires (whether or not the Agreed Consulting Services are complete or could reasonably be expected to be complete by that date).

AND/OR

10.2 Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if that other Party shall commit any breach of this Agreement (excluding late payment under Clause 9) and, in the case of a breach which is capable of remedy, fails to remedy it within 21 days' after receiving written notice giving full particulars of the breach and requiring it to be remedied within that period.

11 Confidential Information

11.1 Each Party shall at all times keep confidential (and take reasonable steps to procure that its employees and agents shall keep confidential) and shall not at any time for any reason disclose or permit to be disclosed to any person or make use of or permit to be made use of any information relating to the other Party's business methods, plans, systems, finances, projects, trade secrets or provision of products or services or customers, clients or suppliers, to which it attaches confidentiality or in respect of which it holds an obligation to a third party.

11.2 Upon termination of this Agreement for whatever reason each Party (the "First Party") shall deliver to the other Party all working papers or other material and copies which have either been provided to the First Party by that other Party or have been prepared by the First Party, in either case pursuant to or for the purposes of this Agreement.

12 Notice

12.1 Notices shall be deemed to have been duly given:

12.1.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

12.1.2 when sent, if transmitted by e-mail and a return receipt is generated

12.2 Notices shall be addressed as follows or to the most recent address or e-mail address notified to the other Party.

If to The Client:

Attn: _____

Address: _____

_____

_____

email: _____

If to Clinical Architecture:

CLINICAL ARCHITECTURE LIMITED
Unit 13, Okehampton Business Centre, Lower Stockley Mead, Okehampton, Devon. EX20 1FJ
Attn: [insert name]
email: [insert email address]

13 Nature of Engagement etc

13.1 Clinical Architecture's Consulting Services activities and working methods and those of the Employees engaged on the Consulting Services shall at all times be exclusively for Clinical Architecture to determine, supervise, direct and control. The Client shall not seek to supervise, direct or control Clinical Architecture or any Employees nor shall The Client have any right to do so.

13.2 Subject to the provisions of this Agreement, Clinical Architecture shall at all times be exclusively responsible for organising and entitled to organise where, when, how, and in what order the Consulting Services are performed but shall liaise with The Client to ensure that due account is taken of The Client's requirements.

13.3   The engagement under this Agreement is mutually non-exclusive that is to say that at any time Clinical Architecture and Employees can provide to other clients services which are the same as or similar to the Consulting Services and The Client can engage other contractors to provide it with services which are the same as or similar to the Consulting Services.

13.4   Clinical Architecture is not obliged to make its services available except to fulfil its obligations under this Agreement. The engagement and appointment of Clinical Architecture to provide Consulting Services under this Agreement does not create any mutual obligations on the part of Clinical Architecture or The Client to offer or accept any further contract, engagement or services. No continuing relationship shall hereby be created or implied.

14   Engagement of Employees on Consulting Services

14.1   Clinical Architecture in its complete discretion on one or more occasions may substitute any replacement Employee/s for any Employee/s engaged by it or engage any additional Employee/s on the Consulting Services, provided that any Employee/s chosen by Clinical Architecture have adequate and suitable skills, capabilities and experience to perform the Consulting Services.

14.2   Clinical Architecture shall use all reasonable endeavours to avoid or minimise such changes or additions and to consult with The Client beforehand about any such proposed change in engagement of persons carrying out the Consulting Services. However, Clinical Architecture shall in any event provide such a substitute or addition where the provision of the Consulting Services is unduly delayed by absence due to incapacity or for any other reason upon notification by The Client (or The Client's representative) that a delay is unacceptable or where it is otherwise necessary to provide such a substitute or addition.

14.3   The Client shall only be entitled to refuse to accept any Employee/s if in its reasonable opinion they are not suitable due to lack of adequate or suitable skill, capability or experience.

15   Status of Clinical Architecture and Employees, and Tax Indemnity

15.1   Clinical Architecture shall at all times be an independent contractor

15.2   Nothing in this Agreement shall render Clinical Architecture or any of the Employees to be an employee, agent or partner of The Client and neither Clinical Architecture nor the Employees shall hold themselves out as such.

15.3   Clinical Architecture shall be responsible for making appropriate PAYE deductions for tax and National Insurance contributions from the remuneration it pays the Employees, and Clinical Architecture shall compensate The Client in full on demand for any liability which The Client suffers in connection with such taxes.

16   Applicable Law and Jurisdiction

16.1   This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

16.2   The Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

17   Data Protection and Data Processing

The provisions of Schedule 1 apply as if set out in the body of this Agreement

18   Limitation of Liability.

In no event will either Clinical Architecture or Client be liable for any special, exemplary, incidental, indirect, punitive, or consequential damages (including but not limited to lost profits, revenue, and

business), whether based on breach of contract, tort (including negligence), statute, equity, product liability, fundamental breach, or otherwise, arising from or related to this Agreement, regardless of whether or not either party has been advised of the possibility of any such damages. In no event shall Clinical Architecture's liability exceed the amount paid to Clinical Architecture by Client for the preceding twelve (12) month period, regardless of whether the action or claim is based on any alleged act or omission of Clinical Architecture. Nothing in this agreement excludes the liability of Clinical Architecture for death or personal injury caused by Clinical Architecture's negligence; or for fraud or fraudulent misrepresentation.

18.   Miscellaneous

This Agreement contains the entire understanding and agreement between The Client and Clinical Architecture respecting the subject matter hereof and supersedes and cancels all previous agreements, commitments, and writings in respect thereof other than the provisions of any nondisclosure or similar agreement. This Agreement shall only become effective and binding upon full execution hereof by Clinical Architecture and delivery of a signed copy to The Client; submission of this document to The Client for examination shall not be deemed to be an offer. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement; provided, however, no counterpart shall be effective until each party has executed and delivered at least one (1) counterpart to the other. This Agreement may not be supplemented, modified, amended, released, or discharged except by an instrument in writing signed by The Client and Clinical Architecture.

In witness whereof, Clinical Architecture and The Client have caused their duly authorised representatives to execute this Software Licence Agreement as of the Effective Date.

CLINICAL ARCHITECTURE: CLIENT:

CLINICAL ARCHITECTURE LIMITED

By:_____   By:_____

                                                            Printed:_____
                                                            _____

Date:_____   Title:_____

                                                            Date:_____

SCHEDULE 1

1. **Data Protection**

1.1 All personal data that Clinical Architecture may use will be collected, processed, and held in accordance with the provisions of the UK's "Data Protection Legislation" (all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended) and The Client's rights thereunder.

1.2 For complete details of Clinical Architecture's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of The Client's rights and how to exercise them, and personal data sharing (where applicable), please refer to Clinical Architecture's Privacy Notice available from info@clinicalarcitecture.co.uk.

2. **Data Processing**

2.1 In this Schedule:

2.1.1 **"personal data", "data subject", "data controller", "data processor",** and **"personal data breach"** shall have the meaning defined in Article 4 of the UK GDPR; and

2.1.2 **"Data Protection Legislation"** means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.

2.2 Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. Neither this Clause 2 nor any other provisions of this Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation and shall not remove or replace any of those obligations.

2.3 For the purposes of the Data Protection Legislation and for this Clause 2, Clinical Architecture is the "Data Processor", and The Client is the "Data Controller".

2.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing shall be set out in the Annex to this Schedule.

2.5 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in the Annex to this Schedule.

2.6 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:

2.6.1 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law;

2.6.2 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be

proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures.

2.6.3 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;

2.6.4 Not transfer any personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

2.6.4.1 The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;

2.6.4.2 Affected data subjects have enforceable rights and effective legal remedies;

2.6.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and

2.6.4.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.

2.6.5 Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);

2.6.6 Notify the Data Controller without undue delay of a personal data breach;

2.6.7 On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of this Agreement unless it is required to retain any of the personal data by law; and

2.6.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 2 and to allow for audits by the Data Controller and/or any party designated by the Data Controller.

2.7 The Data Processor shall not sub-contract any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 2 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data Processor appoints a sub-processor, the Data Processor shall:

2.7.1 Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor by this Clause 2 and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and

2.7.2 Ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation.]

2.8 Either Party may, at any time, and on at least 30 Calendar days notice, alter the data protection provisions of this Agreement, replacing them with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to this Agreement.]