



# Agreement - Terms of Engagement

Terms of Engagement Ref	T004
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<b>The Customer:</b>	<COMPANY NAME> <ADDRESS>
<b>The Supplier:</b>	<b>Technoivity</b> 71-75 Shelton Street, London, United Kingdom, WC2H 9JQ
<b>Date:</b>	

This Agreement outlines the terms by which the parties noted above will interact. In addition to the agreement of these terms, specific **Delivery of Service Specification(s)** will be agreed to confirm the specific services to be delivered. The agreement of any subsequent Delivery of Service Specification(s) will be made under the overarching terms of engagement commencing from the date above.

## Signed by the authorised representative of Customer:

<b>Name:</b>		<b>Signature:</b>	
<b>Position:</b>		<b>Date:</b>	

## Signed by the authorised representative of the Supplier:

<b>Name:</b>		<b>Signature:</b>	
<b>Position:</b>		<b>Date:</b>	

This Agreement will only become binding once it has been signed by both parties.

## 1. Definitions

1.1 In this agreement:

“**Business Day**” means any day other than a Saturday, Sunday, English bank holiday

“**Charges**” means the prices to be charged by the Supplier for the provision of the Services are set out in the Delivery of Service Specification

“**Customer**” means <COMPANY NAME>

“**Customer Materials**” means Documents, information and materials relating to the Services that Customer has agreed to provide to the Supplier, including without limitation computer programs, data, reports, and specifications

“**Deliverables**” means all Documents, products and materials developed or provided by the Supplier as part of providing the Services

“**Document**” means 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

“**Equality Legislation**” means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory which, or in respect of which the Supplier provides the Services

“**Intellectual Property Rights**” means all intellectual property rights, including but not limited to copyright and related rights, patents, trademarks, domain names, database rights, design rights, whether registered or unregistered, and all similar or equivalent rights or forms of protection in any part of the world

“**Services Standards**” means the exercise of the degree of professional integrity, skill and diligence which would be expected from a skilled and experienced person undertaking the same or similar obligations under the same or similar circumstances, compliance with all relevant Customer policies and procedures (as notified to the Supplier from time to time), and with all relevant laws and regulations (including, without limitation, those relating to Health and Safety)

“**Supplier**” Technoivity Ltd

“**Supplier Personnel**” means collectively and individually all employees, consultants, agents and sub-contractors which the Supplier engages in any way in relation to the supply of the Services

## 2. Supplier's Obligations

2.2 The Supplier will provide the Services and deliver the Deliverables to the Customer, in accordance with the Delivery of Service Specification and this agreement. The Supplier will provide the Services with reasonable skill and

care, in accordance with the Service Standards and its own internal procedures. The Supplier will allocate sufficient resources to the Services to enable it to comply with this obligation.

The Supplier will meet the agreed milestones, as per the Delivery of Services Specification.

If the Supplier becomes aware of reason the agreed milestones cannot be met, they must notify the Customer as soon as practicable to re-negotiate the milestone.

The Supplier will remain financially solvent for the term of this Agreement.

The Supplier will comply with all obligations under the Modern Slavery Act 2015 as may apply to its business.

The Supplier will ensure that it does not, and that the Supplier Personnel do not, discriminate within the meaning of the Equality Legislation and the Supplier will comply with any of the Customer's equal opportunities or diversity policies.

The Supplier will, provide all labour, equipment, materials, IT and telecommunications infrastructure and premises required for the supply of services as per the Delivery of Services Specification.

### 3. Customer's Obligations

The Customer will provide the Customer Materials required to deliver the Delivery of Service Specification in a timely manner and ensure that it is accurate.

In the event the Customer's IT security policies mandate the sole use of their systems to undertake the works via remote access technology, the Customer will provide the required access and licenses to the Supplier. Details of access protocols will be documented and agreed within the Delivery of Service Specification, prior to access being granted.

The Customer will:

- 3.3.1 provide the Supplier with all necessary and timely co-operation in relation to this Agreement; and all necessary access to such information as may be required by The Supplier in order to render the Services, including but not limited to, Customer personnel, premises and other facilities, security access information and configuration services and Customer Data and documentation requested for the provision of the Services (and ensure that such information and data is accurate in all material respects). In the event of any delays in the Customer's provision of such assistance as agreed by the parties, The Supplier may without liability adjust any agreed timetable or delivery schedule as reasonably necessary;
- 3.3.2 appoint a single customer representative (Product Owner) who will work with the Supplier delivery team and have the authority to contractually bind the Customer on matters relating to the Services;

- 3.3.3 be responsible for procuring any third-party co-operation reasonably required for the receipt of Services and will be responsible (at its own cost) for preparing the relevant Customer premises and ensuring that the Customer Environment complies with the relevant specifications to use the Services provided by the Supplier in the Delivery of Service Specification and as amended from time to time.
- 3.3.4 comply with all applicable laws and regulations with respect to its activities under this Agreement;
- 3.3.5 ensure that Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and will be responsible for any Authorised User's breach of this Agreement;
- 3.3.6 obtain and will maintain all necessary licences, consents, and permissions necessary for The Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- 3.3.7 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify The Supplier. To the extent permissible by law, The Supplier will not be liable for any loss that the Customer, an Authorised User or any third party may incur as a result of any use or misuse of any part of the Services, whether with or without the Customer's knowledge.
- 3.4 The Customer will, subject to clause 0.1, give the Supplier access to the Premises and any associated facilities (as may be agreed by the Customer) to the extent required to enable them to provide the Services as per the Delivery of Service Specification.

## 1 Conflict of Interest

The Supplier and their Supplier Personnel will comply with the Bribery Act 2010 and all other laws and regulations relating to bribery and corruption. The Supplier will not accept, offer, request or pay any commission, transfer fee, referral fee, gift, financial benefit or inducement from any third party in connection with this Agreement and will immediately notify the Customer if any are offered or requested.

The Supplier guarantees to the Customer that there are no existing, actual or potential conflicts of interest, financial arrangements or any restrictive obligations between the Supplier and any third party associated with or connected to the Services under this Agreement. If any of the circumstances detailed in this clause arise or are likely to arise, the Supplier will immediately notify the Customer.

## 2 5. Quality and Performance

### 3

The Customer reserves the right to reject any Services which are defective, or which are otherwise not in accordance with the requirements of the Delivery of Service Specification and to apply the remedies set out at clause 0.

Ownership of Deliverables and risk in the Deliverables will pass to the Customer on delivery.

## 4 6. Charges

### 5

Unless otherwise stated in Delivery of Service Specification(s), the Charges will be fixed for the duration of the Agreement and are inclusive of all disbursements or expenses of whatever nature incurred by the Supplier in the provision of the Services. The Customer will not be liable to pay for any services or Deliverables that are not within the scope of this Agreement.

Unless stated otherwise, the Charges are exclusive of VAT, which will be applied at the applicable rate.

Unless stated otherwise in Delivery of Service Specification(s), the Supplier will invoice for the Charges monthly in arrears and all such invoices will be accompanied by a statement setting out the Services supplied in the relevant month in sufficient detail to justify the Charges charged.

The Customer will pay each of the Supplier's valid and accurate invoices within 30 days after receipt of the invoice.

If Customer fails to pay any sum properly due and payable (other than any sum disputed in good faith) by the due date for payment, the Supplier may charge interest on the amount of any such late payment at the rate of 3% per annum above the base rate from time to time of Barclays Bank Plc, such interest to accrue from the date on which payment was due to the date on which payment is actually made.

Payment by the Customer will be without prejudice to any claims or rights which the Customer may have against the Supplier and will not constitute any admission by the Customer as to the performance by the Supplier of its obligations in relation to the Services and this Agreement.

## 6 7. Status of the Supplier

The parties' intention is that Customer will engage the Services of the Supplier upon the basis that the Supplier will have the status of a Limited Company

carrying on business on its own account and the Supplier will therefore be responsible for accounting for all its tax (including Value Added Tax) liabilities.

The parties agree that nothing in this Agreement will be construed or interpreted as, or have the effect of, any Supplier Personnel being employed by the Customer whilst the Services are being provided by the Supplier. Accordingly, the Supplier agrees to indemnify Customer from and against any liabilities which relate to or arise out of any claim by any Supplier Personnel that he or she was employed by Customer.

The Supplier will be responsible for making appropriate PAYE deductions for tax and National Insurance contributions from the remuneration it pays to Supplier Personnel providing the Services and the Supplier agrees to indemnify the Customer in respect of all claims, costs, actions, demands, penalties and liabilities which may be made by such personnel or the relevant authorities against, or incurred by, the Customer in respect of national insurance contributions and/or any income tax or other tax, relating to the provision of the Services by the Supplier and Supplier Personnel

The Supplier warrants to the Customer that it is not (and does not intend to be held out as) a managed service company as defined in section 61B of the Income Tax (Earning and Pensions) Act 2003 and the Supplier hereby indemnifies the Customer from and against any and all costs, liabilities or expenses arising (whether directly or indirectly) out of, or in connection with, any breach of the warranty in this clause or any determination or finding that the Supplier is a managed service company.

## 7 8. Premises and Associated Facilities

The Supplier will be entitled to use such parts of the Premises and any associated facilities as the Customer may designate as necessary as per the Delivery of Services Specification. Use of and access to any premises and facilities may be varied or withdrawn at any time at the sole discretion of Customer.

## 8 9. Indemnity

### 9

The Supplier will indemnify and hold Customer harmless from all claims and all direct losses or liabilities, costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Customer as a result of or in connection with any claim, loss or damage of whatsoever kind made against or caused to the Customer in connection with or relating to the provision of the Services or Deliverables or arising as a consequence of any negligent act or omission or any breach of this Agreement by the Supplier.

The Supplier will take out and maintain adequate insurance to provide cover against the liabilities and risks referred to in this clause and will on demand

produce to the Customer satisfactory evidence that such insurance is in force.

The provisions of this clause 10 will survive termination of this Agreement, however arising.

## 10 10. Limitation of liability

### 11

Save in respect of death or personal injury resulting from the Customer's negligence and fraudulent misrepresentation by Customer, the Customer's maximum liability under this Agreement will not exceed the Charges payable to the Supplier under the terms of this Agreement.

The provisions of this clause will survive the termination of this Agreement, however arising.

## 12 Confidentiality

The Supplier will, ensure that all Supplier Personnel will, treat as confidential and will not use or communicate to any person any Material and any information obtained from the Customer which, by its nature, should be treated as confidential or which is marked as such, including, without limitation, information relating to the Customer's business affairs, membership and regulatory functions, which may come into its possession or into the possession of any Supplier Personnel in connection with any agreement governed by these conditions and any information which has been or which may be derived from such information. In addition, the Supplier will ensure that all Supplier Personnel will, use all reasonable efforts to keep such information secure against disclosure to third parties in breach of this clause.

On termination of this Agreement for whatever reason, all documents or other materials incorporating the information protected by this clause in whatever form (and all other property of the Customer in the possession of the Supplier) will be returned promptly to the Customer or otherwise dealt with as the Customer may agree. The obligations of the Supplier under this clause will continue following such termination.

## 13 Termination and Consequences of Termination

### 14

Without prejudice to any other rights or remedies which Customer may have, the Customer may terminate this Agreement without liability to the Supplier immediately on giving notice to the Supplier: -

if the Supplier commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 7 days after notice being given requiring it to be remedied; or

if the Supplier or any Supplier Personnel is suspected on reasonable grounds of any fraud, dishonesty or serious or professional misconduct or of any conduct which may bring Customer or the Supplier into disrepute.

The Customer may terminate this Agreement at any time by giving not less than 7 days' written notice to the Supplier. In such circumstances, the Customer will pay for the Services properly performed up to the date of termination.

On termination of this Agreement for any reason the Supplier will immediately deliver to Customer:

all Material and all copies of information and data provided by Customer to the Supplier for the purposes of this Agreement; and

all specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete and all Intellectual Property Rights in such materials will automatically pass to Customer (to the extent that they have not already done so by virtue of clause 0).

Termination of this Agreement, however it arises, will not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

## 15 Remedies

If any Services are not supplied in accordance with, or the Supplier fails to comply with, any terms of this Agreement, the Customer will be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

to require the Supplier, without charge to Customer, to carry out such additional work as is necessary to correct the Supplier's failure; and

to obtain a refund in relation to any monies paid to the Supplier in relation to any rejected Deliverables or Services; and

in any case, to claim such losses or damages in accordance with clause 0 as it may have sustained in connection with the Supplier's breach or breaches of this Agreement not otherwise covered by the provisions of this clause.

## 16 Force Majeure



Neither party will be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (save that the Supplier will be liable for and will not be excused non-performance of the Agreement due to, any breach by its sub-contractors).

## 17 Customer Data and Data Protection

### 18

The parties agree that Customer is a Controller and that the Supplier is a Processor. The Supplier represents, warrants and undertakes that it has complied and will continue to comply with the Data Protection Act 2018 and the General Data Protection Regulation (together “Data Protection Law”) (as applicable), including by maintaining any relevant notifications. The Supplier will not, by its act or omission, cause the Customer to breach Data Protection Law.

The Customer will ensure that:

the Customer is entitled to transfer the relevant personal data to the Supplier so that Supplier may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf; and use of the Services is in accordance with all applicable Data Protection Legislation;

the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable Data Protection Legislation.

To the extent that the Supplier or any Supplier Personnel processes any Personal Data it will:

process it only for the purposes of complying with its obligations under this Agreement, in accordance with Customer's documented instructions from time to time and good industry practice.

ensure that appropriate technical and organisational measures will be taken to ensure a level of security of Personal Data appropriate to the risk (including measures taken against unauthorised or unlawful Processing of Personal Data and the accidental loss or destruction of, or damage to, such data) and promptly provide the details of those measures from time to time on receipt of Customer's written notice;

not transfer, or otherwise directly or indirectly disclose, any Personal Data to a third party or to a country or territory outside the European Economic Area without the prior written consent of Customer which may be refused or granted subject to such conditions as Customer deems necessary; and

immediately and fully notify Customer on receipt of any notices received by the Supplier relating to the Processing of Customer Personal Data including (but not limited to) Data Subject requests, complaints and/or correspondence or if any Personal Data has been disclosed in breach of this clause or if it is lost, becomes corrupted, is damaged or is deleted in error

and provide Customer with such information and assistance as Customer may require in relation to such notice or breach (at no cost to Customer). The Supplier will provide and implement technical and organisational measures to help Customer fulfil its obligations in relation to such notices from or on behalf of Data Subjects in connection with the rights conferred on them by Data Protection Law. For the avoidance of doubt, in no event will the Supplier respond directly to any notice relating to any Personal Data.

The Supplier will comply with the provisions set out in Article 28 of the GDPR (if applicable) (together with any provisions referenced therein) which will have effect as obligations on the Supplier as if set out in full in this clause 15 and the expressions “Controller” and “Processor” used in those provisions and incorporated in this Agreement pursuant to this clause will be deemed references to Customer and the Supplier respectively.

The Parties acknowledge and agree that the only type of Personal Data that will be processed by the Supplier in connection with this Agreement is that necessary for the purposes of the provision of Services as per the Delivery of Services Specification. All such processing will be carried out only to the extent and duration necessary for those purposes.

The Customer will own all rights, title and interest in and to all of the Customer Data and will have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

The Supplier will not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party outside of the Supplier’s reasonable control.

The Supplier will, in providing the Services, comply with its Privacy Policy relating to the privacy and security of the Customer Data as amended from time to time by the Supplier in its sole discretion.

The obligations and rights of the Customer as the applicable Controller of Customer Personal Data Processed in connection with this Agreement are set out in this Agreement and in the Data Protection Law.

All defined terms in this clause will be as defined in the applicable Data Protection Law.

## 19 Third Party Rights

- 16.1 This Agreement does not create any rights or benefits enforceable by any person not a party to it (within the meaning of The Contracts (Rights of Third Parties) Act 1999).

## 20 Audit

The Supplier, if so requested will (at its own cost) fully co-operate with and assist the Customer in meeting its reasonable audit and regulatory requirements.

## 21 Dispute Resolution Procedure

### 22

The parties will endeavour in good faith to resolve all disputes arising out of, or connected with, this Agreement or the delivery of the Services and the Deliverables. However, nothing will restrict either party seeking to enforce its rights under this Agreement in the courts, including the right to seek injunctive relief.

The Supplier if so requested by Customer will continue to supply the Services in accordance with the terms of the Agreement until a dispute has been resolved.

## 23 General

No variation of this Agreement will be valid unless it is in writing and signed by both parties.

A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

If any of the provisions of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced unless the substantive purpose of this Agreement is thereby frustrated, in which case either party may terminate this Agreement forthwith on written notice.

Nothing in this Agreement is intended to, or will operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party will have authority to act in the name or on behalf of or otherwise to bind the other in any way other than with the prior written consent of the other for express purposes in connection with the performance of the Services under this Agreement.

Notices given under this Agreement will be in writing.

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, will be governed by, and construed in accordance with, the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior arrangements, negotiations and discussions between the

parties relating to it. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on and will have no right or remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

## 24 Delivery of Service Specification Process

### 25

Additional Services can be requested by authorised personnel of the Customer for consideration by the Supplier. The Supplier will draft a Delivery of Service Specification form detailing the deliverables for review and approval by the Customer.

The terms of this contract will apply to all linked Delivery of Service Specifications.

Following receipt of a Delivery of Service Specification Form from the Customer, the Supplier and Customer will agree and finalise the Form containing the information required.

An Additional Delivery of Service Specification will not enter into force, be legally binding or have any other effect unless:

the Delivery of Service Specification Form has been signed by the authorised representatives of both parties to it; and

as at the date the Delivery of Service Specification Form is signed, this Agreement has not terminated.

Each Delivery of Service Specification Form forms a separate contract between its signatories and will incorporate this Agreement (including without limitation the Terms and Conditions).



**Technoivity**  
Enabling your digital workforce

## Delivery of Service Specification

Terms of Engagement Ref	T004
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<b>The Customer:</b>	<COMPANY NAME>
<b>The Supplier:</b>	<b>Technoivity</b> 71-75 Shelton Street, London, United Kingdom, WC2H 9JQ
<b>Date:</b>	

Description of Services to be performed:																									
Significant tasks to be completed and any milestones:																									
Commencement date of Services:																									
Completion date of Services:																									
Agreed Charges for Services:	<table border="1"> <thead> <tr> <th>Role</th> <th>Day Rate</th> <th>Days</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>£650</td> <td></td> <td></td> </tr> <tr> <td>HCM Consultant</td> <td>£650</td> <td></td> <td></td> </tr> <tr> <td>Business Analyst</td> <td>£555</td> <td></td> <td></td> </tr> <tr> <td>ETL Technical Architect</td> <td>£650</td> <td></td> <td></td> </tr> <tr> <td colspan="3"><b>Total:</b></td> <td></td> </tr> </tbody> </table>	Role	Day Rate	Days	Total	Project Manager	£650			HCM Consultant	£650			Business Analyst	£555			ETL Technical Architect	£650			<b>Total:</b>			
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Project Manager	£650																								
HCM Consultant	£650																								
Business Analyst	£555																								
ETL Technical Architect	£650																								
<b>Total:</b>																									
Order Specific Terms:	Premises for undertaking of delivery: Remote  This deliverable reports into the authorised representatives for the customer and supplier.																								

Agreement – Terms of Engagement

Any other information:	

**Signed by the authorised representative of Customer**

Name:		Signature:	
Position:		Date:	

**Signed by the authorised representative of the Supplier**

Name:		Signature:	
Position:		Date:	