

## RMC-XX-SA-001

This service agreement made on [date] ("Effective Date") between Rittman Mead Consulting Ltd incorporated and registered in England and Wales with company number 06032852 whose registered office is Platf9rm, Tisbury Road, Hove Town Hall, Hove, BN3 3BQ ("Rittman Mead") and [client name] incorporated and registered in England and Wales with company number [company number] whose registered office is [registered address] ("Client").

**It is hereby agreed that:**

### 1. DEFINITIONS

**"Adequacy Decision"** shall mean an adequacy decision made by the European Commission.

**"Agreement"** shall mean these terms and conditions together with any referenced Statement of Work.

**"Charges"** shall mean fees and expenses as further defined in clause 2.1 and 2.3.

**"Data Controller"** shall have the meaning set out in the Data Protection Legislation.

**"Data Processor"** shall have the meaning set out in the Data Protection Legislation.

**"Data Protection Legislation"** shall mean the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the General Data Protection Regulation (EU) 2016/679 ("GDPR"), all as amended from time to time and any laws amending or replacing any of them from time to time, and any other applicable laws relating to the protection of personal data and the privacy of individuals.

**"Data Subject"** shall have the meaning set out in the Data Protection Legislation.

**"EEA"** shall mean the European Economic Area.

**"Material"** shall include but not be limited to any intellectual property rights, know-how, concepts, techniques, methodologies, ideas, templates, designs or other like material supplied or created for the performance of the Services.

**"Permitted Sub-processors"** shall mean any sub-processor approved in writing by the Client and individuals whether subcontracting as sole traders or through personal service companies who Rittman Mead engages to augment Rittman Mead's personnel and assist Rittman Mead in providing the Services".

**"Personal Data"** shall have the meaning set out in the Data Protection Legislation.

**"Process"** and **"Processing"** shall have the meaning set out in the Data Protection Legislation.

**"Services"** shall mean work performed by Rittman Mead for Client pursuant to a Statement of Work agreed to by the parties in writing.

**"Standard Contractual Clauses"** shall mean the terms entered into between a data importer and data

exporter pursuant to the Data Protection Legislation for the transfer of Personal Data to Processors established in third countries which do not ensure an adequate level of protection.

“**Statement of Work**” shall mean Rittman Mead's standard form for ordering Services or any other written document or letter which references these terms and conditions and which specifies the Services and applicable Charges.

## **2. CHARGES, PAYMENT and VAT**

### **2.1 Fees**

Unless otherwise expressly specified in the applicable Statement of Work, Services shall be provided on a time and material ("T&M") basis; that is, Client shall pay Rittman Mead for the time spent performing such Services, plus materials, taxes, and expenses.

### **2.2 Invoicing and Payment**

Unless otherwise expressly specified in the applicable Statement of Work: (a) Rittman Mead shall invoice Client monthly in arrears; (b) invoices shall be payable 30 (thirty) days from the date of invoice; and (c) invoices shall be deemed overdue if they remain unpaid thereafter. Rittman Mead reserves the right to charge interest on such overdue sum on a day to day basis from the original due date until paid in full at a rate of 5% per annum above the Bank of England base lending rate in force from time to time.

### **2.3 Expenses**

Client shall reimburse Rittman Mead for reasonable travel, accommodation, administrative, equipment, and out-of-pocket expenses incurred in conjunction with the Services.

### **2.4 VAT**

The Charges do not include VAT, which will be billed at the applicable rate.

## **3. TERM and TERMINATION**

### **3.1 Term**

This Agreement shall commence on the Effective Date shall remain in effect until completion of the Services or terminated in accordance with this clause 3.

### **3.2 Termination of Agreement**

Either party may terminate a Statement of Work by providing the other party with 30 (thirty) days written notice.

### **3.3 Effect of Termination**

Termination of any Statement of Work shall not relieve Client of its obligation to pay all Charges that accrued prior to such termination.

#### 4. CONFIDENTIALITY

The parties may provide to one another information that is confidential ("Confidential Information"). Confidential Information shall be limited to information clearly identified as confidential. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is disclosed by operation of law. The parties agree to hold each other's Confidential Information in confidence while the Services are being performed and for a period of three years thereafter.

#### 5. DATA PROTECTION

5.1 Each party shall comply with its obligations under the Data Protection Legislation in connection with its activities under this Agreement.

5.2 If Rittman Mead Processes any Personal Data on the Client's behalf when performing its obligations under this Agreement, the Client shall be the Data Controller and Rittman Mead shall be a Data Processor and in any such case:

- (a) Client shall ensure that the Client is entitled to transfer the Personal Data to Rittman Mead;
- (b) Rittman Mead shall only the Personal Data in accordance with the terms of this Agreement and any instructions given by the Client from time to time;
- (c) Rittman Mead shall take appropriate technical and organisational measures against unauthorised or unlawful Processing of the Personal Data or its accidental loss, destruction or damage;
- (d) Rittman Mead shall ensure that only those of its personnel and Permitted Sub-processors who may be required to assist in it meeting its obligations under this Agreement shall have access to the Personal Data;
- (e) Rittman Mead shall promptly carry out any request from Client requiring Rittman Mead to amend, transfer or delete the Personal Data or any part of the Personal Data;
- (f) Rittman Mead shall notify Client immediately upon receiving any notice or communication from any Data Subject, supervisory or government body which relates directly or indirectly to the Processing of the Personal Data;
- (g) Rittman Mead shall assist Client promptly with all subject access requests which may be received from Data Subjects and shall not respond to any such request without the consent of Client;
- (h) Rittman Mead shall provide to Client a copy of the Personal Data if requested in writing by Client.

5.3 Rittman Mead may transfer any Personal Data outside the EEA or the UK provided that Rittman

Mead ensures that such transfer is to a territory covered by an Adequacy Decision and/or Rittman Mead has ensured appropriate safeguards are in place to govern such transfer in accordance with the Data Protection Legislation such as Standard Contractual Clauses or binding corporate rules. Rittman Mead will provide Client with details of any such transfers on written request.

## **6. RELATIONSHIP BETWEEN THE PARTIES**

Rittman Mead is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each party will maintain appropriate employer's liability, public liability and other necessary insurance. Rittman Mead may refer to the Client as a Client and use the Client's corporate logo in sales presentations and marketing activities.

## **7. LIMITATION OF LIABILITY**

Except in respect of personal injury or death caused by negligence Rittman Mead's total liability shall be limited to the lesser of £250,000 (Two Hundred and Fifty Thousand Pounds Sterling) or the fees due under this Agreement in the year in which a claim arises for any one event or connected events. Notwithstanding any other provision of this Agreement neither party be liable for indirect or consequential loss of whatever nature, howsoever caused, whether occurring in contract, tort, negligence or otherwise.

## **8. WARRANTY**

Services shall be performed consistent with generally accepted computer software services industry practices. Any deficiencies in the Services must be reported to Rittman Mead in writing within 30 (thirty) days of completion of those Services. This warranty is exclusive and in lieu of all other warranties and conditions, whether express or implied and nothing herein shall constitute a warranty of merchantability or fitness for a particular purpose. Nothing in any description of Services is intended by Rittman Mead as an additional warranty. Rittman Mead will re-perform Services to remedy any breach of warranty.

## **9. INTELLECTUAL PROPERTY RIGHTS**

Rittman Mead will retain exclusive ownership of all Material. Rittman Mead hereby grants to Client a non-exclusive, non-transferrable, royalty free licence to use Material delivered as part of Services upon payment of all fees and charges. Rittman Mead shall indemnify Client against any claim that the normal use or possession of Material supplied by Rittman Mead infringes the intellectual property rights of any third party provided that Rittman Mead is given control of any such claim and that Client gives Rittman Mead such assistance as may be reasonably required to settle or oppose any such claim provided that Rittman Mead shall meet Client's costs of so doing. Rittman Mead shall have the right to replace or change all or any part of the Material created by Rittman Mead in order to avoid infringement or alleged infringement.

## **10. NON-POACHING**

Neither party shall directly or indirectly employ or contract the services of any employees or sub-contractors of the other party involved in the Services without the prior written agreement of the other party, for a period of twelve months from the completion of the Services or termination of the Agreement.

## **11. FORCE MAJEURE**

Neither party shall be liable in respect of any breach of this Agreement due to any cause beyond its reasonable control including but not limited to act of god, inclement weather, flood, lightning, fire, industrial action, any act or omission of government or any other competent authority, war, military operations, riot, act of terrorism, epidemic, pandemic or the act or omission of any third party for whom Rittman Mead Consulting or the Client (as appropriate) is not responsible. .

## **12. GENERAL**

### **12.1 Severability**

If any term, part or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable as being contrary to applicable law or public policy, in whole or in part, such term, part or provision shall to the extent reasonably possible be construed in a manner so as to be enforceable and the remainder of this Agreement shall remain in full force and effect and in no way be affected, impaired or invalidated, except by reason thereof the fundamental nature of this Agreement is thereby frustrated.

### **12.2 Waiver**

The failure of either party at any time to enforce any provisions of this Agreement shall in no way affect that party's rights thereafter to require complete performance by the other party hereto, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself. Any waiver to be effective must be in writing.

### **12.3 Assignment**

Neither party may assign this Agreement without the prior written consent of the other party.

### **12.4 Subcontracting**

Rittman Mead may subcontract all or any of its rights or obligations under this Agreement. Rittman Mead shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

### **12.5 Entire Agreement**

This Agreement constitutes the complete agreement between the parties in relation to the Services and supersedes all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the Services.

### **12.6 Amendments**

Neither this Agreement nor a Statement of Work may be modified or amended except in writing signed by a duly authorised representative of each party.

## 12.7 Governing Law

This Agreement and all matters arising out of or relating to this Agreement shall be governed by and interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

## SIGNATURES

Signed for and on behalf of Client:

Signed:

Name:

Title:

Date:

Signed for and on behalf of Rittman Mead:

Signed:

Name:

Title:

Date: