

Framework Agreement with Statement of Work

(1) [Insert Client name]

(2) Goodman Masson (Managed Services) Limited

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Section 1 Framework Agreement

Between **Goodman Masson (Managed Services) Limited** a company incorporated in England & Wales (registered number 11903301) whose registered/principal office is at 120 Aldersgate Street, London, EC1A 4JQ ("**Supplier**") and the Client.

Client	[] (the " Client ")
Company number:	
Registered office:	

Background:

- (A) The Supplier is a company that provides IT consultancy services on an independent basis utilising the services of independent contractors that work on a subcontracted, statement of work, basis.
- (B) The Client wishes to appoint the Supplier to deliver Deliverables and/or Services on one or more projects as set out in Statement of Work contracts agreed and issued pursuant to the terms of this Framework Agreement.

It is agreed as follows:

We agree to be bound by this Framework Agreement (the terms of which are set out in Section 4) and any Statement of Work contracts agreed by the parties and issued hereunder.

Signed by a duly authorised representative on behalf of the **Supplier**:

Signature:

Print name:

Date:

Signed by a duly authorised representative on behalf of the **Client**:

Signature:

Print name:

Date:

Section 2 Statement of Work Template

Statement of Work reference: [insert details]

This Statement of Work is made on []

Between:

- (1) [Client] incorporated and registered in [] with company number [], whose registered office is at [] ("Client"); and
- (2) **Goodman Masson (Managed Services) Limited** a company incorporated in England & Wales (registered number 02769447) whose registered office is at 120 Aldersgate Street, London, EC1A 4JQ ("Supplier")

Background:

1. The Supplier and [Client] have entered into a Framework Agreement for the Purchase of Services dated [] (the "FA") permitting the Client [or any of its Group Companies] to request the provision of Goods and/or Services from the Supplier.
2. Pursuant to the FA, the Client and the Supplier now wish to enter into this Statement of Work to enable the Client to receive and the Supplier to provide the Goods and/or the Services on the terms and conditions of this Statement of Work ("**Statement of Work**").
3. The Goods and the Services to be provided pursuant to this Statement of Work shall be provided by the Supplier in the UK ("**Territory**").
4. The Client wishes the Supplier to provide certain Goods and/or Services, and the Supplier agrees to provide such Goods and/or Services to the Client in accordance with this Statement of Work.

It is agreed as follows:

1. This Statement of Work is a stand-alone agreement which incorporates the terms of the FA and any references to "this Agreement" in the FA shall be read as referring to this Statement of Work, and any references in the FA to "Client" shall be deemed to be references to the Client entity that has entered into this Statement of Work.
2. Unless expressly stated to the contrary in this Statement of Work, the provisions of the FA including its schedules and any incorporated document apply to the relationship between the parties to this Statement of Work.
3. If and to the extent that there are any contractual provisions in addition to those set out in the FA or which constitute a variation to the FA, they shall be as set out expressly in this Statement of Work.
4. Each party represents to the other that it has full power and authority to enter into this Statement of Work.
5. Any terms with capitalised letters in this Statement of Work shall have the meaning given to them in the FA as varied or supplemented by any meaning given to them in this Statement of Work.

6. Any changes to scope or timescales shall be agreed in writing by the parties in accordance with clause 13, by way of a Change Order in the form set out in Schedule 4. Pending completion of a Change Control Notice the Supplier shall be entitled to charge for Out of Scope Work on a time spent basis in accordance with the rates set out in Section 3 below.
7. The Supplier shall provide the following Services to the Client in the Territory:

Services	[insert details]
Amended Services	As from time to time agreed by Change Order.
Out of Scope Services	Any services which are provided in addition to those specified above shall be Out of Scope Services. For the avoidance of doubt Out of Scope Services shall include: [insert details]. Out of Scope Services shall be charged for on the basis of the time based rates in Schedule 3
Services Commencement Date Initial Term	[insert details]
Deliverables	[insert details]
Goods	[insert details]
Delivery Date Delivery Location	[insert details] [insert details]
Charges Currency	[insert details]
Minimum Fee	[insert details]
Minimum Volume in first year	[insert details]
Milestones, Key Milestones, Milestone Dates and Key Milestone Dates Longstop Date	[insert details] [insert details]
Project Plan	[insert details]
Service Levels	[insert details]
Retention Fee	[insert details] % of overall Charge

Client Dependency	[insert details]
Any terms to take precedence over the provisions of the Framework Agreement (with express reference to the relevant provision of the Framework Agreement):	[insert details]
Review meetings	[insert details]
Issues to be discussed	[insert details]
Additional termination rights	[insert details]
Confidential Information (<i>if any in addition to the general confidential information described in the Framework Agreement</i>)	[insert details]
Key Consultants [or Approved Subcontractors] (<i>if any</i>)	[insert details]
Delivery Location (to the extent any visits to Client will be required, it being accepted that the Services will in large part and in some cases entirely be performed remotely)	[insert details]
Special terms re insurance (amending the requirements of clause 18 for example where the Services relate to the United States of America)	[insert details]
Additional terms	[insert details]

This **Statement of Work** has been duly executed by the parties.

Signed for and on behalf of Goodman Masson (Managed Services) Limited

Signature:

Print name:

Title:

Date:

Signed for and on behalf of [Client]

Signature:

Print name:

Title:

Date:

Section 3 Charging Principles

Rate card

Unless otherwise agreed in a Statement of Work the following rates shall apply to the Services provided by the Supplier to the Client or any Client Group Company pursuant to this Agreement:

To be set out in individual Statement of Work.

Increases to the Charges

The Supplier reserves the right, by giving written notice to the Client at any time, to increase the Charges to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier such as without limitation:

- changes in Applicable Legislation, any foreign exchange fluctuation, currency regulation, increased fuel charges, alteration of duties, significant increase in the direct or indirect costs of labour, failure by the Client to perform any of its obligations); and/or
- any change in the Services which is requested by the Client, or any delay caused by any incorrect or misleading or negligent instructions of the Client or failure of the Client to give the Supplier adequate and accurate information or instructions.

The Charges shall in any event be increased on each anniversary of the Services Commencement Date by a percentage not exceeding the percentage increase in the Index over the preceding twelve month period.

If prior to any anniversary of the Services Commencement Date, the Index has not been published and is unlikely to be published in the foreseeable future, then any replacement index published by the Office of National Statistics will be binding on the parties, or in its absence the parties shall meet in an endeavour to agree upon an appropriate amendment to or replacement of the Index, and if within 3 months, no such agreement has been reached then, at the request of either party the matter shall be resolved in accordance with clause 41.

Section 4 Terms of Framework Agreement

1. Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"Agreement" means this framework agreement for the purchase of services (including any schedule or appendix to it and any incorporated document).

"Authorised Representative" means, in relation to a party, the employee or officer of that party who is designated by that party from time to time as its representative, and of whom the other party has been notified in writing as being the other party's initial point of contact for all matters arising out of, or in connection with, this Agreement.

"Business Day" means a day other than a Saturday, a Sunday, a public or bank holiday in the Territory.

"Change Order" means a document used to record the parties' agreement to a change to the scope of execution of a Statement of Work, which is substantially in the form of the template set out at Schedule 4(*Change Order*).

"Change Procedure" means the principles and procedure set out in Clause 12.

"Charges" means the fees and expenses payable by the Client to the Supplier for the Services, as set out in the relevant Statement of Work(s).

"Confidential Information" means all information which is disclosed by one party to the other whether before or after the Effective Date, which is designated in writing as confidential or would appear to a reasonable person to be confidential and which relates to a party's business including its products, operations, processes, plans or intentions, developments, trade secrets, know how, market opportunities, marketing, personnel, suppliers and Clients, Personal Data (as defined in Schedule 2 (*Data protection and security*)), ideas and concepts that the Supplier presents, pitches or suggests to the Client during the Term, any information identified as Confidential Information in a Statement of Work, and all information derived from any of the above together with the existence and provisions of this Agreement and the negotiations relating to it.

"Control" means the ability to control or direct, directly or indirectly, the board, executive body, decision making process or management of an entity by virtue of ownership, right of appointment, right to control election or appointment, voting rights, the ability to control the exercise of voting rights, management agreement or any other agreement and **"Controls"**, **"Controlled"** and **"Controlling"** shall be construed accordingly.

"Client Background IPR" means Intellectual Property Rights owned by or licensed to the Client prior to the Effective Date including any information the Client provides to the Supplier for the purposes of performing its obligations under this Agreement.

"Client Dependency" means the obligations and responsibilities of the Client in clauses 12.1, 12.2 and 12.3 and as detailed as a Client dependency in any Statement of Work.

"Data Protection Legislation" means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 ("GDPR"); (ii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR (including, in the UK, the Data Protection Act 2018

("DPA") and the applied GDPR as defined in the DPA; and (iii) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC) (including, in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003); in each case, as updated, amended or replaced from time to time.

"Deliverable" means any document, plan or other product which is included in the Services or which the Supplier is obliged to provide to the Client in the course of providing the Services under any Statement of Work and includes all drafts and working papers created for the purpose of producing the same.

"Delivery Date" means the date on which the Goods are to be delivered and/or the Services are to be provided, as appropriate, as detailed in a Statement of Work.

"Delivery Location" means (to the extent any visits to Client will be required, it being accepted that the Services will in large part and in some cases entirely be performed remotely) the location at which the Goods and/or the Services are to be delivered as detailed in a Statement of Work.

"Dispute" means any dispute, difference or question of interpretation arising out of or in connection with this Agreement (including any dispute regarding pre-contractual negotiations, the existence, validity or termination of this Agreement or the consequences of non-existence or invalidity of this Agreement) whether contractual or non-contractual.

"Dispute Resolution Procedure" means the process set out in clause 410 (Dispute resolution).

"Effective Date" means the earlier of the date of last signature of the main body of this Agreement and the date on which the first Statement of Work is agreed by the parties and commenced pursuant to this Framework Agreement.

"Force Majeure Event" means an event which is beyond the reasonable control of the relevant party including any strike, lock out or labour dispute (excluding, in all cases, by the employees of the Supplier or its Subcontractors or suppliers); fire, flood and storm; war, military action, riot, civil commotion, terrorism, epidemic; explosion or malicious damage; and provided that mere shortage of materials, equipment, labour or supplies shall not constitute a Force Majeure Event.

"Good Industry Practice" means the exercise of the skill, diligence, prudence, foresight and judgment which would be expected from a suitably skilled and experienced person engaged in the same type of work under the same or similar circumstances, applying the best standards currently generally applied in the relevant industry.

"Group Company" means, in relation to any company, any other person or entity that directly or indirectly Controls, is Controlled by, or is under common Control with such company.

"Goods" means any goods, products or materials supplied by the Supplier pursuant to this Agreement in whatever media including any Goods referred to expressly in any Statement of Work, any New Materials, and any software, data, diagrams, reports and specifications.

"Index" means the Retail Prices Index.

"Initial Term" means the period of [● months] [● years] from the Effective Date.

"Intellectual Property Rights" means any patent, copyright (including copyright in software), decryption right, trade mark, service mark or trade name, right in software, right in design, utility model, right in databases (including the right to prevent the extraction or reutilisation of information from a database), topography right, image right, moral right, right in an invention, right relating to passing off, domain name and all similar or equivalent rights in each case

whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in any country in the world.

"Key Milestone" means a Milestone that is specified to be a key milestone in any Statement of Work or Project Plan.

"Key Milestone Date" means the date for completion or achievement of a Key Milestone, as set out in a Statement of Work or Project Plan.

"Key Consultants" means those Key Consultants named in a Statement of Work or as otherwise agreed by the parties from time to time.

"Laws" means any applicable law, statute, bye-law, regulation, order, regulatory policy (including any requirement or notice of any Regulatory Authority), guidance or industry code of practice, rule of court, delegated or subordinate legislation in force from time to time.

"Longstop Date" means the longstop date identified in relation to completion of any Key Milestone in a Statement of Work or Project Plan.

"Loss" means any demand, contribution, claim, action, proceeding, liability, loss, damages, costs, compensation, settlements, expenses and/or professional costs and/or charges, tax, national insurance contributions (to the extent permitted by law) and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including without limitation all losses, liabilities and costs incurred as a result of defending or settling any claims).

"Milestone" means any act, event or achievement which is specified to be a milestone in any Statement of Work or Project Plan, including any Key Milestones.

"Milestone Date" means the date for completion or achievement of a Milestone, as set out in a Statement of Work or Project Plan.

"New Materials" means all materials (including any software, documentation, user guides, works or other item) conceived, prepared, created or designed by the Supplier, or commissioned by the Supplier from third parties, pursuant to this Agreement or arising out of or in consequence of the provision of the Services.

"Project Plan" means any project plan, timetable or implementation plan which is set out in a Statement of Work or which is required to be prepared and agreed in accordance with a Statement of Work, and which forms part of a Statement of Work.

"Rate Card" means the rate card set out in Schedule 2 (*Charging Principles*).

"Records" means detailed records of all activities carried out and costs incurred in connection with the provision of the Goods and the Services, and any other records as are expressly required to be kept by the Supplier under this Agreement.

"Regulatory Authority" means all governmental, statutory or regulatory bodies and any other competent authorities in any jurisdiction having responsibility for the regulation or governance of any of the activities of the Client or the Supplier, including data protection authorities and law enforcement agencies.

"Retention Period" means at least six years after the expiry or earlier termination of this Agreement.

"Services" means the services to be provided by the Supplier to the Client, including any Deliverables as set out in a Statement of Work. For the avoidance of doubt, any variable that is

not outlined in the Statement of Work (or any Change Order as relevant) shall not affect the services to be provided by the Supplier to the Client.

"Service Levels" means the service levels for performance of any Services set out in a Statement of Work.

"Service Failure" means any failure to meet one or more of the Service Levels and/or any other failure to provide the Services in accordance with this Agreement. For the avoidance of doubt, if any failure to meet one or more of the Service Levels and/or any other failure to provide the Services in accordance with this agreement is due to an unforeseen circumstance or caused by the Client or Client Group Company introducing a variable to the scope of Services that has not been detailed in the original Statement of Work or in a Change Order, this will not constitute a Service Failure.

"Service Remedies" has the meaning given in Schedule 1 (*Service Levels and Service Remedies*).

"Services Commencement Date" means the commencement date for the provision of the Services as specified in a Statement of Work, or if no date is specified, the date on which the Statement of Work is signed by both parties.

"Statement of Work" or "SOW" means an agreement between the parties with respect to the terms applicable to the provision of specific Goods and/or Services by the Supplier to the Client or a Client Group Company, agreed in accordance with clause 4, which is substantially in the form of the template set out at Section 2 (*Statement of Work*) or any other form of work brief provided to the Supplier in writing by the Client or a Client Group Company including in the form of a purchase order (whether electronic or otherwise).

"Subcontractor" means any consultant, contractor, agency or supplier (including any Supplier Group Company) engaged by the Supplier in connection with this Agreement or the supply of all or any part of the Goods or Services.

"Supplier Background IPR" means Intellectual Property Rights owned by or licensed to the Supplier prior to the Effective Date.

"Supplier Personnel" means all employees, staff, other workers, agents and consultants (including Key Consultants) of the Supplier and any Subcontractors who are engaged in the provision of the Services from time to time.

"Supplier Premises" means any premises from which the Supplier, any Subcontractor or any Supplier Personnel supplies or provides all or any part of the Goods or the Services or in which Records are held.

"Systems" means computer programs, databases, the tangible media on which they are recorded and their supporting documentation, including input and output format, narrative descriptions, source code, object code, operating instructions and user manuals.

"Term" means the term of this Agreement as specified in clause 2 including any renewal term.

"Territory" has the meaning given in the relevant Statement of Work.

"Third Party Supplier" means a supplier to the Client other than the Supplier.

"Transfer Fee" means 25% of all payments, bonuses, commission, profit sharing, London weighting allowance, benefits in kind and any other payment payable in relation to an engagement following a the Deemed Introduction, and whether payable to the consultant in question or to a third party (including, without limitation, a limited company connected with

the consultant), in respect of or referable to the first year of such engagement, or which would have been paid if the engagement had continued for a year.

1.2 In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or statutory provision includes:
 - (i) any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it;
 - (ii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement;
- (c) a reference to:
 - (i) any party includes its successors in title and permitted assigns;
 - (ii) words importing persons shall include any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);
 - (iii) a clause, schedule or paragraph is a reference to the clause, schedule, or paragraph of, or to, this Agreement. References to a paragraph made in a schedule to this Agreement shall, unless otherwise specified, be deemed to be a reference to a paragraph of that schedule;
- (d) the table of contents and headings are for reference only and shall not affect the interpretation of this Agreement;
- (e) the schedules and appendices form part of this Agreement and shall have the same effect as if contained in the body of this Agreement;
- (f) the words **"including"**, **"include"**, **"for example"**, **"in particular"** and words of similar effect shall not be deemed to limit the general effect of the words which precede them and **"including"**, **"include"** and **"for example"** shall be deemed to have the words **"but not limited to"** following them; and
- (g) if there is any conflict, ambiguity or inconsistency between the parts of this Agreement, the following order of precedence shall apply:
 - (i) the Statement of Work; then
 - (i) the clauses in the main body of Schedule 3 of this Agreement; then
 - (ii) the schedules;

2. Term

- 2.1 This Agreement shall come into force on the Effective Date and shall continue in force for the Initial Term, unless terminated earlier in accordance with its terms, or by operation of law.
- 2.2 At the expiry of the Initial Term, the Client shall have the right to extend the Term on written notice to the Supplier. If such notice is served, this Agreement shall continue in force for the renewal period unless terminated earlier in accordance with its terms, or by operation of law, until the expiry of the renewed period.

- 2.3 Each Statement of Work shall come into force on the relevant Services Commencement Date and shall continue in force for the Term specified in such Statement of Work unless and until terminated in accordance with its terms.

3. Appointment

- 3.1 The Client appoints the Supplier from the Effective Date to provide the Services, as agreed between the Supplier and the Client or a Client Group Company from time to time in a Statement of Work in accordance with the provisions of this Agreement.
- 3.2 This Agreement and each Statement of Work shall apply to and shall govern the relationship between the Client and the Supplier in relation to the provision of the Services under that Statement of Work to the exclusion of all other terms and conditions that either party may seek to impose or incorporate, or that may be implied by trade, custom, practice or in the course of dealing.
- 3.3 The Supplier shall be entitled to subcontract the performance of its obligations under this Agreement and/or the Services to any of its Group Companies.

4. Statements of Work

- 4.1 The Client and the Client Group Companies shall be entitled from time to time to request in writing the provision of Services from the Supplier.
- 4.2 The Supplier, and the Client or a Client Group Company shall be the signatories to a Statement of Work. Each Statement of Work shall incorporate the terms of this Agreement, save as expressly varied in such Statement of Work (by express cross reference to the relevant term of this Agreement), and each Statement of Work shall constitute a separate contract between the signatories to the relevant Statement of Work.
- 4.3 Each reference to "this Agreement" in this Framework Agreement as incorporated into a Statement of Work in accordance with clause 4.2 shall be read as referring to the Statement of Work into which these terms are incorporated, as the context requires, and all references in this Framework Agreement to "Client" shall be deemed to be references to the signing Client entity. In the event that the provision of the Goods or the Services in any Territory requires that additional or different terms or requirements are added to those set out in this Framework Agreement, such terms or requirements shall be set out in a Statement of Work, as agreed in accordance with clause 4.2.
- 4.4 Each Statement of Work shall be agreed in the following manner:
- (a) the Client or any Client Group Company shall request the Supplier to prepare a draft Statement of Work for certain services required by the Client or the relevant Client Group Company;
 - (b) within 5 Business Days of the Client's request, the Supplier shall notify the Client of any additional information it reasonably requires in order to prepare a Statement of Work;
 - (c) within 10 Business Days of receipt of the required information from the Client, the Supplier shall provide the Client with the draft Statement of Work requested;
 - (d) the Supplier and the Client shall discuss and agree that draft Statement of Work; and
 - (e) an Authorised Representative of each party shall sign the draft Statement of Work when it is agreed.

- 4.5 Once a Statement of Work has been agreed and signed in accordance with clause (e), no amendment shall be made to it except in accordance with clause (Change Procedure) or clause 12 (*Change Procedure*).

5. Provision of the Goods

- 5.1 To the extent Goods are supplied under a Statement of Work the provision of Schedule 5 (*Goods*) shall apply.

6. Provision of the Services

- 6.1 The Supplier shall commence performance of the Services on the relevant Services Commencement Date and shall perform the Services and deliver the Deliverables at the times required by the Project Plan. If there is no Project Plan and the relevant Statement of Work does not contain any requirement as to the time for performance of the Services or delivery of the Deliverables, the Supplier shall perform such Services within a reasonable time taking into account the Client's requirements.
- 6.2 The Supplier shall allocate sufficient resources (including personnel) to the Services to ensure it is able to comply with its obligations under this Agreement.

7. Milestones

- 7.1 The Supplier shall meet each Milestone by the relevant Milestone Date.
- 7.2 Subject to clause 7.3, if the Supplier fails to achieve a Key Milestone by its Longstop Date, or where no Longstop Date has been agreed, within 30 Business Days following the date specified for completion of that Key Milestone, the Client may exercise all of its rights and remedies set out in this Agreement, including the right to terminate this Agreement for material breach pursuant to clause 21.1(a).
- 7.3 If the Supplier fails to achieve a Milestone by the Relevant Milestone Date or if the Supplier fails to achieve a Key Milestone by its Longstop Date or where no Longstop Date has been agreed, within 30 Business Days following the date specified for completion of that Key Milestone, due to an unforeseen circumstance or caused by the Client or Client Group Company introducing a variable to the scope of Services that has not been detailed in the original Statement of Work or in a Change Order, clause 7.2 shall not apply.

7.4

8. Service Levels

- 8.1 The Supplier shall provide the Services to meet the Service Levels, and the parties shall comply with Schedule 1.
- 8.2 Clause 8.3 and Schedule 1 set out how the Service Levels shall be monitored and reported, and the consequences for failing to meet the Service Levels.
- 8.3 In respect of each Service Failure, the Supplier shall:
- (a) investigate, and use best endeavours to identify, the underlying causes of the Service Failure and provide such details as may be reasonably required by the Client to understand such causes and how they are to be remedied;
 - (b) take such reasonable action as may be necessary to remedy the Service Failure or provide a work around where such Service Failure has been caused by the Supplier; and

- (c) advise the Client of the status of remedial efforts being undertaken with respect to the underlying cause of the Service Failure, and keep the Client so advised including enabling the Client to test that such remedial efforts have rectified the Service Failure.
- 8.4 The Client shall, pending completion of the Services and/or remediation of any defective work, be entitled to retain an amount equivalent to the Retention Fee from the Charges.
- 8.5 Unless otherwise provided in the Statement of Work:
 - (a) one half of the outstanding Retention Fee shall become due to the Supplier on the Subcontractor's self-certification of completion of the Services; and
 - (b) the balance of the outstanding Retention Fee shall become due on the earlier of:
 - (i) the date the Client, exercising its reasonable discretion, considers that the Services have been completed; and
 - (ii) 1 month after the Subcontractor's self-certification of completion of the Services, save where the Client has sent written details to the Supplier of the reasons why it does not consider the Services to have been completed and giving the Supplier a reasonable opportunity to remedy. Where such written details have been provided the process in this clause 8.3(b) shall recommence.
- 8.6 Any Dispute as to what is satisfactory or defective shall be resolved in accordance with the Dispute Resolution Procedure in clause 40 or such other process as the parties may from time to time agree. For the avoidance of doubt payment by the Client for the Services and confirmation by the Client that the Services have been performed satisfactorily shall together be evidence that the Services have been completed.

9. Supplier's obligations

- 9.1 The Supplier shall perform its obligations under this Agreement:
 - (a) in accordance with this Agreement, including any Service Levels and all descriptions and specifications provided to, and agreed, with the Client;
 - (b) in accordance with Good Industry Practice;
 - (c) promptly and with all due skill, care and diligence;
 - (d) using appropriately skilled, experienced, qualified and trained Subcontractors;
 - (e) at such locations specified by the Client in writing as may be necessary for the due performance of the Services;
 - (f) in accordance with such professional standards in terms of presentation of the Services or any Deliverables as may from time to time be stipulated by the Client; and
 - (g) in co-operation with all relevant Third Party Suppliers.
- 9.2 The Supplier shall at all times comply with the lawful and reasonable requests of the Client from time to time in relation to the Services provided that those requests are not inconsistent with this Agreement (and provided further that if any such request constitutes a request for a Change they shall be subject to the Change Procedure).
- 9.3 The Supplier shall generally determine the method of performance of the Services but in doing so it shall co-operate with the Client in working towards meeting the agreed milestones or deliverables and targets.

10. Personnel

- 10.1 The Supplier shall, insofar as it is lawful, vet all of the Supplier Personnel to ensure that:
- (a) they have no criminal record (excluding minor motoring offences), save where such criminal record has been disclosed to the Client and the Client has given its prior written consent to such Supplier Personnel commencing work on providing the Services;
 - (b) they have provided satisfactory proof of their identity to the Supplier;
 - (c) they have complied with all relevant immigration regulations and lawfully work in the Territory.
- 10.2 The Supplier shall at all times be responsible for the engagement of the Supplier Personnel.
- 10.3 The Supplier shall be entitled from time to time to replace any Key Consultant and any other Supplier Personnel with any suitably qualified, skilled and experienced replacement(s). The Supplier shall inform the Client as soon as possible of any plans to make such changes and take into account any reasonable representations the Client may make in relation to planned changes.
- 10.4 The Supplier shall use all reasonable endeavours to ensure that any replacement for any member of the Key Personnel is engaged and available to perform their role as soon as reasonably practicable.

11. Client's obligations

- 11.1 The Client shall perform the Client Dependencies in accordance with this Agreement.
- 11.2 The Client shall ensure that it has and is responsible for providing, obtaining and maintaining in force all information, rights, permissions, authorisations, consents, personnel, expertise, equipment and other resources necessary to enable the Supplier to access relevant sites and systems as required to fulfil its obligations under this Agreement.
- 11.3 The Client shall, throughout the Term, make available appropriate personnel to liaise with the Supplier and the relevant Supplier Personnel.
- 11.4 The Client shall not and shall not seek to control, supervise or direct Supplier Personnel in relation to how they perform the Services.
- 11.5 The Client warrants that all information provided to the Supplier by or on behalf of the Client to enable the Supplier to perform the Services and calculate the Charges is, and remains, detailed and accurate.
- 11.6 If the information provided to the Supplier prior to the Services Commencement Date is incorrect on the Services Commencement Date, the Supplier shall:
- (a) be entitled on 10 business days' notice to the Client to vary the specifications and/or the Charges for the Services and the Supplier in such manner as it shall reasonably require in order to ensure that its net profit in relation to the Agreement is what it would have been had such information been correct; and
 - (b) until such variation takes effect have no liability for any costs, expenses, claims, losses or demands arising directly or indirectly from the Client's failure to comply with Clause 11.

12. Change Procedure

- 12.1 Due to the nature of the Services to be performed the parties accept that it may be necessary to alter or adjust the scope of Services. Either party may propose changes to the scope or execution of a Statement of Work, but no proposed changes shall come into effect until a

relevant Change Order has been signed by both parties. Each Change Order shall set out the proposed changes and the effect those changes shall have on:

- (a) the Goods and/or the Services, as appropriate;
- (b) the Charges;
- (c) the Project Plan or other timetable; and
- (d) any of the other terms of the relevant Statement of Work.

12.2 Within one week of receipt of the request the receiving party shall provide a written response. Neither party shall unreasonably withhold its consent to a change requested by the other.

12.3 In responding to a change request from the Client, the Supplier will advise the Client whether the change is practicable and, if so, any related changes it would wish to make to the Charges, the scope of Services and other terms and conditions of this Agreement.

12.4 Pending written agreement to implement changes, the Supplier shall be entitled to treat any Out of Scope Services as additional consultancy services, chargeable on a time spent basis in accordance with the rates set out in the Rate Card.

12.5 If the parties:

- (a) agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or
- (b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the Dispute Resolution Procedure set out in clause 40.

13. Warranties

Each party warrants on an on-going basis that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement pursuant to its terms;
- (b) this Agreement is executed by its duly authorised representative; and
- (c) there are no currently in force or binding agreements with third parties the terms of which would prevent it from entering into this Agreement or would materially impede the performance by it of its obligations under this Agreement.

14. Liability

14.1 Nothing in this Agreement shall exclude or limit:

- (a) either party's liability for death or personal injury caused by its negligence;
- (b) either party's liability for fraud or fraudulent misrepresentation;
- (c) either party's liability that cannot, as a matter of law, be limited or excluded.

14.2 Subject to clause 14.1, the Supplier's total liability to the Client in respect of all events arising in each calendar year, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising out of or in connection with this Agreement shall be limited to the lesser of:

- (a) £1 million ; and

- (b) an amount equivalent to [●] per cent of the Charges invoiced and and/or payable under the Statement of Work (to which the event relates) in the calendar year in which the event giving rise to the liability occurred.

14.3 Neither party shall be liable to the other party for any loss of profits, business, goodwill, indirect, consequential or special loss arising out of, or in connection with, this Agreement.

15. Ownership of Intellectual Property Rights

15.1 All Client Background IPR shall remain vested in the Client or its licensors and there shall be no assignment of any Client Background IPR to the Supplier. The Client grants the Supplier a licence to use such Client Background IPR solely to the extent required for the Supplier's performance of its obligations under this Agreement.

15.2 Subject to clause 15.3, all Intellectual Property Rights in any Deliverables, and in any materials which are created by or on behalf of the Supplier as a result of the provision of the Services and which are produced for, on behalf of or at the request of, the Client pursuant to this Agreement including a Statement of Work shall vest in the Client on payment by the Client to the Supplier for the relevant Services, Goods or Deliverables. If by operation of law such Intellectual Property Rights do not automatically vest in the Client at such moment then the Supplier hereby (from such moment) assigns or otherwise shall assign to the Client (including by way of an assignment of future Intellectual Property Rights), in each case at no cost to the Client, with full title guarantee and free from all charges, liens, licences and other encumbrances all such Intellectual Property Rights together with the right to sue for and obtain full and effective relief (including damages) in respect of any infringement of such Intellectual Property Rights by a third party.

15.3 Where any Goods, Deliverables and any other materials which are otherwise created by or on behalf of the Supplier as a result of the performance of this Agreement are supplied with or have embedded in them Supplier Background IPR then the Supplier shall retain ownership of such Supplier Background IPR, but hereby grants (on payment by the Client to the Supplier for the relevant Goods or Deliverables) to the Client a non-exclusive, perpetual (unless agreed otherwise in a Statement of Work), irrevocable, royalty-free licence to use such Supplier Background IPR in any way whatsoever to facilitate and/or enable full use of the Goods, Deliverables or other materials and, for this purpose, to sub-license such Supplier Background IPR to third parties.

16. Intellectual Property Rights indemnity

16.1 Each Party shall indemnify and hold the other Party harmless from all Losses awarded against, or suffered, incurred or paid as a result of or in connection with any alleged or actual infringement of any third party's Intellectual Property Rights or other rights arising out of: (a) where the Supplier is the indemnifying party, the receipt, use or supply of the Goods/Services, or Deliverables; or (b) where the Client is the indemnifying party, the use of the Client's Systems.

16.2 Each party shall notify the other in writing if an IPR Claim is made.

16.3 If an IPR Claim is made against the Client, the Client shall:

- (a) allow the Supplier to conduct all negotiations and proceedings and give the Supplier reasonable assistance, each at the Supplier's cost, regarding the IPR Claim; and
- (b) make no adverse admission relating to the IPR Claim without first notifying the Supplier of its intention to do so.

16.4 In the event of an IPR Claim, the Supplier shall be entitled at its own expense and option either to:

- (a) procure the right for the Client to continue using the Goods and/or Services or the infringing part; or
- (b) make such alterations, modifications or adjustments to the Goods and/or Services or that infringing part so that it becomes non-infringing without incurring a material diminution in performance, capacity or functionality; or
- (c) replace the Goods and/or Services or that infringing part with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance, capacity or functionality of the Goods and/or Services (and the provisions of this indemnity shall apply equally to any such substitutes) reimbursing the Client or such Client Group Companies their reasonable costs associated with such substitution.]

17. Charges

17.1 In consideration of the provision of the Services by the Supplier, the Client shall, as applicable, pay the agreed charges for the Charges detailed in the relevant Statement of Work. Clause 17.2 shall apply if the Supplier provides Services on a time and materials basis. Clause 17.3 shall apply if the Supplier provides Services for a fixed price. The remainder of this clause 17 shall apply in all cases.

17.2 Where Services are provided on a **time and materials** basis:

- (a) the Charges shall be calculated in accordance with the daily fee rates set out in the Rate Card and there shall be no increase in those rates during the term of the applicable Statement of Work;
- (b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of a business day of not less than 8 hours;
- (c) the Supplier shall ensure that every individual whom it engages on the Services completes time sheets recording time spent on the Services, and the Supplier shall use such time sheets to calculate the charges covered by each monthly invoice referred to in clause (d); and
- (d) the Supplier shall invoice fortnightly in arrears for its charges for time, expenses and materials for the fortnight concerned. Each invoice shall set out the time spent by each individual whom it engages on the Services.

17.3 Where Services are provided for a **fixed price**, the total price for the Services shall be the amount set out in the relevant Statement of Work. Where payment is against achievement of Milestones, payment shall be paid to the Supplier in instalments, against the Milestones set out in the relevant Statement of Work.

17.4 Unless otherwise stated in a Statement of Work:

- (a) the Charges constitute the only charges payable by the Client under this Agreement and in respect of the Services;
- (b) the Charges shall be inclusive of all costs and expenses of the Supplier and the Supplier Personnel;

- (c) the Charges shall be inclusive of all packaging, packing, shipping, loading, carriage, customs, insurance and delivery costs and any duties, imposts, levies or taxes other than VAT;
 - (d) the Charges are exclusive of VAT which shall be added to the Charges at the rate and in the manner prescribed by law; and
 - (e) the Supplier shall be entitled to adjust the Charges to take account of any inflation, change in exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or the Subcontractors of the performance of the Supplier's obligations.
- 17.5 Each invoice shall specify the Statement of Work reference, date of invoice and be marked for the attention of the relevant Authorised Representative.
- 17.6 Unless expressly stated otherwise in this Agreement or a Statement of Work, the Client shall make payment of the Charges within [30] days of the date of invoice.
- 17.7 The Supplier shall pay any accrued Service Credits by way of separate credit note against the invoice due in the month after the month in which the Service Credits accrued, or if no further invoice is due shall be paid by cheque.
- 17.8 All sums to be paid, and all payments, under this Agreement shall be in the currency set out in the relevant Statement of Work. All payments shall be made by electronic transfer to the bank account nominated by the Supplier from time to time.
- 17.9 If the Client fails to pay any amount due under this Agreement, the Supplier may charge interest on the overdue amount, from the due date up to the date of actual payment, after as well as before judgment, accruing on a daily basis, at the rate of 2% per annum above the base rate for the time being of the Bank of England. The parties agree that the right to claim interest under this clause 17.9 is a substantial remedy for late payment and is in substitution for any statutory or other right to claim interest and/or other remedy for late payment under the Late Payment of Commercial Debts (Interest) Act 1998.
- 17.10 If the Client has a bona fide Dispute in respect of the whole or any part of any invoice then the Client shall notify the Supplier of the nature of such Dispute in writing within [30] days of date of the invoice, giving all relevant details of the disputed invoice. If the Client so notifies the Supplier that it disputes the whole or any part of the sums payable under any invoice, then, provided that the Supplier credits the disputed invoice in full to the Client and then issues two invoices, one in respect of the disputed amount and the other in respect of the undisputed amount, the Client shall pay the invoice for the undisputed amount and the parties shall use commercially reasonable endeavours to resolve the Dispute for the other amount in accordance with the Dispute Resolution Procedure. Upon resolution of the Dispute in respect of the remainder of the original invoice, the Client shall pay any amounts determined or agreed to be payable to the Supplier within [30] days. Pending resolution of the Dispute, the Supplier shall continue to provide the Goods and Services in accordance with this Agreement up until the date falling 40 days after the Dispute is raised at which point the Supplier may, if the Dispute has not been resolved, cease to provide the Services.
- 18. Ownership and custody of material and data**
- 18.1 The Supplier shall keep in its care materials entrusted to the Supplier by the Client (the "**Property**"). The Supplier shall mark or otherwise identify the Property as being the property of the Client and shall be responsible for its safekeeping.

- 18.2 The Supplier shall not be entitled to destroy any Property without the Client's prior written consent. The Supplier shall be entitled to return the Property to the Client by delivery to the Client's registered office.

19. Insurance

- 19.1 The Supplier shall at its own cost be responsible for taking out and maintaining in force, during the Term, policies of insurance covering the liabilities which may be incurred by the Supplier arising out of the acts or omissions of the Supplier in connection with this Agreement. Such policies shall include the following levels of cover (save to the extent agreed otherwise in the Statement of Work for example where the Services are to be performed in the United States of America):
- (a) employer's liability insurance for a minimum amount of cover of [£5] million on a single event or series of related events in a single calendar year;
 - (b) professional indemnity insurance for a minimum amount of cover of £[1] million on a single event or series of related events in a single calendar year;
 - (c) public liability insurance for a minimum amount of cover of £[5] million on a single event or series of related events in a single calendar year.
- 19.2 The Supplier shall provide the Client with such evidence as the Client may reasonably require of its insurance terms.

20. Confidentiality

- 20.1 Each party receiving Confidential Information ("**Recipient**") from the other ("**Disclosing Party**") shall keep that information confidential and shall:
- (a) use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations or exercising its rights under this Agreement;
 - (b) keep the Disclosing Party's Confidential Information secure and take no lesser security measures and degree of care to protect the Disclosing Party's Confidential Information than the Recipient applies to its own confidential information and in any event no lesser than that which a reasonable person or business would take in protecting its own confidential information;
 - (c) not disclose the Disclosing Party's Confidential Information to any third party except with the prior written consent of the Disclosing Party or as permitted by this clause 20.
- 20.2 Notwithstanding clause 20.1, the Recipient may disclose the Disclosing Party's Confidential Information to its directors and employees, and any subcontractors or other third parties which are directly involved in, and strictly need to know such Confidential Information for the purpose of, enabling the Recipient to perform its obligations or exercise its rights under this Agreement. The Receiving Party shall ensure that all such directors, employees, subcontractors and third parties are aware of the confidential nature of the information and the Receiving Party shall impose upon them, and procure compliance with, confidentiality obligations which are substantially the same as those which are set out in this clause 20 except that disclosure by such subcontractors or other third parties shall be prohibited.
- 20.3 The Receiving Party shall immediately inform the Disclosing Party in writing if the Receiving Party becomes aware that any Confidential Information has been disclosed to any unauthorised third party.

20.4 The obligations of confidentiality set out in this clause 20 shall not apply:

- (a) where the Disclosing Party has given its specific prior written consent to the disclosure;
- (b) to Confidential Information which has entered the public domain, other than as a result of a breach of this clause 20;
- (c) where the Recipient can show that the information was obtained, free from any restrictions as to its use or disclosure, from a third party who was free to divulge it; and
- (d) where the information was developed by, or for, the Recipient independently of any information received under this Agreement and by persons who had no access to, or knowledge of, that information.

20.5 The Recipient shall not be in breach of this clause 20 where it is required to disclose the Disclosing Party's Confidential Information by a court or regulatory authority of competent jurisdiction. Where the Recipient is so required to make such a disclosure, it shall, where practicable and/or permissible, consult with the Disclosing Party as to the terms, content or timing of the disclosure, and shall use reasonable endeavours to limit the scope of the required disclosure and to maintain the confidentiality of the disclosed Confidential Information to the extent possible.

20.6 To the extent that the Disclosing Party's Confidential Information is no longer required by the Recipient to enable the Recipient to perform its obligations or exercise its rights under this Agreement, the Recipient shall (and shall procure that its directors, employees, subcontractors and other relevant third parties shall) either return to the Disclosing Party immediately upon demand such Confidential Information together with any copies, notes, analyses or records of such Confidential Information and any documents and other material (including all electronically generated or stored data) containing, reflecting or deriving from the Confidential Information which are in its possession or under its control, or (at the Disclosing Party's option) destroy it.

20.7 Neither party shall, and shall procure that no Group Companies shall, make any statement to any third party, in any media, which is reasonably likely to bring either party into material disrepute or materially diminish the reputation or good name of either party.

20.8 The parties acknowledge that damages may not be an adequate remedy for a breach of this clause 20 or the confidentiality undertakings entered into by their directors, employees, subcontractors and other third parties pursuant to clause 20.2. Each party shall be entitled to seek any legal or equitable relief from any court of competent jurisdiction, including injunctive relief or specific performance, upon the breach (or reasonably anticipated breach) of any part of this clause 20 or of the confidentiality undertakings which the Receiving Party is required to obtain for the purposes of disclosure pursuant to clause 20.2.

21. Termination

21.1 Either party may, without prejudice to its other rights or remedies, terminate any Statement of Work with immediate effect by written notice to the other party if one or more of the following events occur:

- (a) the other party commits a material breach (being a single event or a series of events which together amount to a material breach) of such Statement of Work other than a default in respect of payment obligations and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach;

- (b) the other party repeatedly breaches such Statement of Work in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (d) the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party;
- (g) a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (c) to clause (i) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (l) as otherwise provided in such Statement of Work.

22. Statement of Work

- 22.1 The Supplier may, without prejudice to its other rights or remedies, terminate a Statement of Work on not less than 5 days' written notice to the Client if the Client is in default of an obligation to pay due, payable and undisputed Charges under such Statement of Work.
- 22.2 Either party may terminate this Framework Agreement without reason, and without payment of any termination fee or similar payment, on immediately effective written notice if there are no Statement of Works in place at the point of termination.

- 22.3 The parties' rights, duties and responsibilities shall continue in full force during the agreed period of notice.

23. Effect of termination

- 23.1 All rights and obligations of the parties shall cease to have effect immediately upon termination or expiry of this Agreement or a Statement of Work, save that termination or expiry shall not prejudice or affect:
- (a) any right of action or remedy which shall have accrued or shall thereafter accrue to either party; or
 - (b) the continued existence and validity of the rights and obligations of the parties under those clauses expressly stated to survive or implicitly surviving termination.

24. Statement of Work

- 24.1 Unless agreed otherwise in a Statement of Work, upon any termination of this Agreement and/or any Statement of Work the licences of Supplier Background IPR shall continue and title to physical deliverables (other than software) shall pass to the Client to the extent that the Client has paid for the same or shall elect to pay for the same in accordance with the Charges set out in the applicable Statement of Work within 30 Business Days of the date of such termination.
- 24.2 In the event that this Agreement and/or any Statement of Work is terminated, the Supplier shall within 10 Business Days of receipt of a written request from the Client and at the option of the Client:
- (a) deliver to the Client all Goods and Deliverables (whether complete or not) in existence and any other material, documents or equipment in its possession or under its control that belong to the Client;
 - (b) return all or any Confidential Information in its possession together with all copies thereof; and
 - (c) destroy all or any Confidential Information in its possession by shredding or incineration of all documents and other material in its possession, custody or control and/or irretrievably delete the same if stored on electronic or magnetic media and certify to the Client that this has been done.
- 24.3 On expiry or termination of this Agreement or a Statement of Work the Supplier shall co-operate with, and provide all assistance to, the Client and any third party nominated by the Client, as the Client may request to enable an orderly and efficient transfer of the provision of the Goods and the performance of the Services (or part of them) to the Client or a third party (as applicable) without interruption or adverse effect including in transferring, subject to the approval of third parties where required, all reservations, contracts and arrangements for third party services, media and other materials yet to be used in relation to the Goods and/or the Services. The Client shall reimburse the Supplier with the reasonable costs actually incurred by the Supplier in providing that assistance and pay the Supplier's reasonable pre-approved time charges for services provided after termination of this Agreement or the relevant Statement of Work.

25. TUPE

Each party shall comply with the provisions of Schedule 3 (*Employees*).

26. Non-solicitation

26.1 For the purposes of this clause 25:

- (a) a "**Deemed Introduction**" will occur where the Client, any member of the Client Group Company or any client of the Client with whom a Key Consultant had material contact within the 6 months prior to any engagement (whether direct or indirect) of that Key Consultant by such client (a "**Client Contact**"), or any third party (including any client of the Client or any employment business or other person) to whom the Client introduces that Key Consultant (a "**Client Third Party Contact**"), directly or indirectly:
 - (i) employs or otherwise engages that Key Consultant to carry out the Services or services similar to or related to the Services; or
 - (ii) Otherwise makes arrangements so that the Key Consultant provides services which are similar, identical or related to the Services for either the Client, any Client Group Company, a Client Contact or a Client Third Party Contact.
- (b) "**Restricted Period**" means the period during and within 6 calendar months from the date on which the relevant Key Consultant(s) last worked on the Services with the Supplier for the Client.

26.2 If a Deemed Introduction occurs within the Restricted Period the Client shall as consideration for the Deemed Introduction pay a Transfer Fee. The parties agree that that sum, paid by way of liquidated damages, would represent a fair estimate of the cost of recruiting a suitable replacement for that Key Consultant.

26.3 During the term of this Agreement the Supplier shall not solicit (to work for it) any employee, worker or subcontractor of the Client involved in receiving the Services.

27. Data protection and security

Each party shall comply with the provisions of Schedule 2 (*Data protection and security*).

28. Anti-corruption

28.1 Each party shall in relation to this Agreement:

- (a) comply with all applicable Laws relating to anti-bribery and anti-corruption including the Bribery Act 2010 and the Criminal Finances Act 2017 (the "**Relevant Requirements**");
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 or sections 45 or 46 of the Criminal Finances Act 2017;
- (c) have and shall maintain in place throughout the Term its own policies and procedures, including adequate (or in the case of anti-facilitation of tax evasion, proportionate) procedures under the Bribery Act 2010 and the Criminal Finances Act 2017, to ensure compliance with the Relevant Requirements, and shall enforce them where appropriate;
- (d) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement (including a request or demand to facilitate tax evasion);
- (e) immediately notify the other party (in writing) if a foreign public official becomes an officer or employee of it or acquires a direct or indirect interest in it and warrant that it

has no foreign public officials as direct or indirect owners, officers or employees at the Effective Date); and

- (f) on reasonable request of the other party (which shall be no more than once every 12 month period following the Effective Date) certify to the other party in writing signed by one of its officers, compliance with this clause 28.1 by it and all persons associated with it under clause 28.2. Each party shall provide such supporting evidence of compliance as the other parties may reasonably request.

28.2 Each party shall ensure that any person associated with it who is performing obligations in connection with this Agreement or any Statement of Work does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on that party in this clause 28.2 ("**Relevant Terms**").

28.3 Breach of this clause 28 shall be deemed a material breach of this Agreement.

28.4 For the purpose of this clause 28, the following meanings shall apply:

- (a) adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act);
- (b) proportionate procedures shall be determined in accordance with sections 45(2) and 46(3) of the Criminal Finances Act 2017 (and any guidance issued under section 47 of that Act);
- (c) foreign public official shall be determined in accordance with sections 6(5) and 6(6) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act);
- (d) for the purposes of anti-bribery, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 (and any guidance issued under section 9 of that Act); and
- (e) for the purposes of anti-facilitation of tax evasion, whether a person acts in the capacity of a person who is associated with another person shall be determined in accordance with section 44(4) of the Criminal Finances Act 2017 (and any guidance issued under section 47 of that Act).

29. Modern Slavery Act

29.1 The Supplier shall, and shall ensure that the Supplier Personnel shall:

- (a) comply with all applicable Laws relating to modern slavery and human trafficking including the Modern Slavery Act 2015 ("**MSA**");
- (b) take reasonable steps to ensure that slavery and human trafficking (as such phrase is defined in the Modern Slavery Act 2015) is not taking place in any of its supply chains or in any part of its own business.

29.2 The Supplier warrants that it:

- (a) has not been convicted of any offence involving slavery and human trafficking;
- (b) is not aware of any circumstances within its supply chain that could give rise to an investigation relating to any offence or alleged offence in connection with slavery and human trafficking.

30. Record keeping and audit

- 30.1 The Supplier shall keep the Records at its principal place of business in the territory in which the Client entity entering into the relevant Statement of Work is incorporated during the Term and for the Retention Period.
- 30.2 The Supplier shall ensure that any software, hardware and any documentation, including maintenance documentation, required to retrieve and read any Records stored in non-print media (including electronic, optical or magnetic media) ("**Retrieval Systems**") are retained until the expiry of the Retention Period.

31. Force majeure

- 31.1 Subject to the exceptions set out in clauses 31.2, neither party shall be liable to the other for delay or non-performance of its obligations under this Agreement to the extent that this is due to a Force Majeure Event.
- 31.2 A party cannot claim relief from liability where the Force Majeure Event is caused by its (or its subcontractor's) failure to take reasonable precautions against the relevant Force Majeure Event, or is caused by its agents, employees, subcontractors or suppliers.
- 31.3 Subject to clause 31.4, as soon as reasonably possible following the end of the Force Majeure Event, the affected party shall notify the other and this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event, unless agreed otherwise by the parties.
- 31.4 If any Force Majeure Event prevents the Supplier from fulfilling its obligations under this Agreement for a continuous period of more than 30 days either party may terminate this Agreement with immediate effect with written notice to the other party .

32. Subcontracting

- 32.1 The Supplier shall, subject to compliance with clause 10, be entitled to subcontract the performance of any of its obligations under this Agreement without the prior written consent of the Client. The Client consents to subcontracting to any Key Consultant.

33. Assignment

- 33.1 Except as expressly set out in this Agreement, this Agreement shall not be assignable by any party without the prior written consent of the other. In addition, a party to this Agreement may not hold the benefit of the Agreement or any rights under it on trust for any third party or parties without the prior written consent of the other.
- 33.2 The Supplier may assign the benefit of this Agreement to any of its Group Companies or to a reputable financial institution for the purposes of invoice discounting arrangements or the like in the normal course of its business.

34. Entire agreement

- 34.1 This Agreement ((including any proposal agreed with the Client regarding scope and charge rates)) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, representations, understandings or arrangements between the parties (oral or written) in relation to such subject matter. Each party acknowledges that:
 - (a) upon entering into this Agreement, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed

to by any person (whether a party to this Agreement or not) except those expressly set out in this Agreement; and

- (b) the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for damages for breach of contract under this Agreement.

34.2 Nothing in this clause 34 shall limit or exclude any liability for fraud.

35. Invalidity

To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

36. Third party rights

36.1 Except as provided in the remainder of this clause 36, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.

36.2 The Client may itself, on behalf of a Client Group Company, enforce any term of this Agreement which is expressly or impliedly intended to benefit a Client Group Company. The Client shall be entitled to recover Losses on behalf of a Client Group Company as if the relevant Losses had been suffered by the Client itself under this Agreement, subject to the provisions of this Agreement.

36.3 The Client confirms that it shall be liable to the Supplier in respect of breaches of this Agreement by any Client Group Company (to the extent that any such Client Group Company would have been liable to the Supplier) and in this regard shall have available to it all of the same rights and defences that would have been available to such Client Group Company.

36.4 Any Key Consultant (including any intermediary he may nominate) who works on the Services (and as a result of which has a direct interest in being paid for the Services performed) shall be entitled to enforce the terms of clause 18 of this Agreement as if they were the "Supplier", always provided that:

- (a) such right shall arise only if and when the Client is in breach of its obligation to the Supplier under clause 17;
- (b) such right shall arise only to the extent of that part of the payment due to the Supplier which represents sums ultimately due to the Key Consultant; and
- (c) the Client shall be entitled to rely on the equivalent defences in respect of such liability which it has against the Supplier.

37. Notices

37.1 Any notice given by one party to another under this Agreement shall be in writing, delivered by hand or by prepaid first class or special delivery post to the address given at the start of this Agreement and in all cases marked for the attention of the Authorised Representative of the relevant party, with a copy to that party's company secretary.

37.2 Notices delivered by hand shall be given on the day of receipt (unless received after 5.00 pm in which case they shall be given on the next Business Day). Notices sent by prepaid first class

post or special delivery shall be deemed to have been given two Business Days after the date of posting.

37.3 A copy of a notice may be sent by email to the Authorised Representative of each party, however delivery via email shall not be valid service under this Agreement.

37.4 Either party may vary its address and/or contact for notices by giving notice to the other party. The notice must expressly state that the new address is the address for notices and/or the new contact is the contact to whose attention all future notices should be brought, as the case may be.

38. Further assurance

Each party shall execute such documents and take such steps as the other party may reasonably require to fulfil the provisions of and to give to each party the full benefit of this Agreement.

39. No partnership

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the parties, or to authorise either party to act as agent for the other and neither party shall have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.

40. Counterparts

This Agreement may be executed in any number of counterparts and by the parties in separate counterparts. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

41. Dispute resolution

41.1 A party shall not commence court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Agreement unless it has complied with this clause 41.

41.2 A party claiming that a Dispute has arisen in relation to this Agreement shall notify the Authorised Representative of the other party to the Dispute giving details of the Dispute who shall attempt to resolve the Dispute. This may include inviting other parties working on the project to give their views.

41.3 If the parties' Authorised Representatives are unable to resolve the Dispute within 5 Business Days (or such longer period as agreed between the parties) from the date of the notice setting out the nature of the Dispute under clause 41.2 is served then, either party may request a meeting within a further 5 Business Days between senior personnel (as notified by each party to the other for this purpose) who shall have power to resolve the Dispute.

41.4 In the event that the Dispute is not resolved by the process as set out in clauses 41.2 and 41.3, the parties shall attempt to settle the Dispute by mediation in accordance with the Centre for Dispute Resolution ("**CEDR**") Model Mediation Procedure (the "**Model Procedure**"). To initiate mediation, a party must give notice in writing ("**ADR Notice**") to the other party requesting mediation in accordance with this clause. A copy of this request should be sent to CEDR. If there is any point on the conduct of the mediation (including the nomination of the mediator) upon which the parties cannot agree within 14 days from the date of the ADR Notice, CEDR shall, at the request of either party, decide that point for the parties, having consulted with them.

41.5 Notwithstanding the provisions of this clause 41, either party may commence or take proceedings or seek remedies before the courts or any other competent authority for interim, interlocutory or injunctive remedies in relation to this Agreement.

42. Governing law and jurisdiction

42.1 This Agreement and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

42.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

This Framework Agreement for the Purchase of Services has been duly executed by the parties.

Signed for and on behalf of **Goodman Masson (Managed Services) Limited**

Signature: _____

Name: _____

Position: _____

Date: _____

Signed for and on behalf of

[Client]

Signature: _____

Name: _____

Position: _____

Date: _____

Schedule 1 (Service Levels and Services Remedies)

1. Introduction

- 1.1 The Service Levels shall apply to the Services on and from the Services Commencement Date.
- 1.2 The Supplier shall provide the Services so as to meet the Service Levels. The Service Levels for the Services are set out in the relevant Statement of Work, as may subsequently be added to or amended in accordance with the provisions of this Agreement.
- 1.3 The Supplier shall provide the Client with sufficient information in order to ensure the levels of service that are being provided by the Supplier are in accordance with the Service Levels and so as to verify the Charges. The Supplier shall provide the Client with reasonable information for the purposes of such verification.
- 1.4 If any Service Level is not achieved, then the Supplier shall:
 - (a) investigate, assemble and preserve pertinent information with respect to the cause(s) of the problem, including performing an analysis of the underlying or actual cause of the problem (within the timescales specified in the Statement of Work, if applicable);
 - (b) advise the Client, as and to the extent reasonably requested by the Client, of the status of remedial efforts being undertaken with respect to such problem;
 - (c) minimise the impact of and correct the problem and thereafter recommence performance of the Services in accordance with the Service Levels as soon as possible;
 - (d) take appropriate preventative measures so that the problem does not reoccur;(together, the "Service Remedies"). The Supplier shall undertake the Service Remedies in respect of any other failure to perform its obligations under this Agreement where reasonably requested by the Client.

2. Changes

- 2.1 Any changes to this Schedule shall be made by way of variation pursuant to the Change Procedure.
- 2.2 If the Supplier exceeds a Service Level [three times in a Year], the Supplier shall be entitled to receive a Bonus [insert details].
- 2.3 Unless otherwise specified in a signed Change Order measurement and reporting against amended Service Levels shall commence with effect from the date on which the relevant Changes take effect.

3. Measurement and reporting

- 3.1 The Supplier shall be responsible for monitoring its performance against all of the Service Levels and shall maintain adequate technical and organisational procedures and reasonable and auditable tools to enable it to do so.

Schedule 2 (Data protection and security)

1. The terms "data controller", "data processor", "data subject", "personal data", "process", "processing", "transfer" and "appropriate technical and organisational measures" shall be interpreted in accordance with the applicable Data Protection Legislation. "Client Personal data" shall mean any personal data in relation to which the Client is data controller.
2. The parties shall comply with the provisions and obligations imposed on them by the Data Protection Legislation at all times when processing personal data in connection with this Agreement.
3. Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Legislation and shall make such information available to any DP Regulator on request.
4. To the extent either party receives from, or processes any Personal Data on behalf of the other party, the receiving/processing party (the "Processing Party") shall in relation to any such Personal Data so received or processed:
 - (b) process such Personal Data (i) only in accordance with the other party's written instructions from time to time (including those set out in this Agreement), unless it is otherwise required by applicable law (in which case, unless such law prohibits such notification on important grounds of public interest, the Processing Party shall notify the other party of the relevant legal requirement before processing the personal data) and (ii) only for the duration of this Agreement;
 - (c) not process such personal data for any purpose other than expressly authorised by the other party;
 - (d) take reasonable steps to ensure the reliability of all its personnel who have access to such personal data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such personal data;
 - (e) implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such personal data, including protecting such personal data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
 - (f) not transfer, access or process such personal data outside the UK or the European Economic Area without the prior written consent of the other party (and, if the other party so consents, take such steps as are required by the other party to ensure that the relevant transfer, access or processing complies with the Data Protection Laws);
 - (g) inform the other party within 24 hours if any such personal data is (while within the Processing Party's or its subcontractors' possession or control) subject to a personal data breach (as defined in Article 4 of GDPR) or is lost or destroyed or becomes damaged, corrupted or unusable;
 - (h) only appoint a third party (including any subcontractors) to process such personal data with the prior written consent of the other party, and notwithstanding any such

appointment the Processing Party shall be liable for the acts and omissions of any such third party as if they were the acts and omissions of the Processing Party;

- (i) not disclose any personal data to any data subject or to a third party other than at the written request of the other party or as expressly provided for in this Agreement;
 - (j) as the other party so directs, return or irretrievably delete all personal data on termination or expiry of this Agreement, and not make any further use of such personal data (except to the extent applicable law requires continued storage of the personal data by the Processing Party and the Processing Party has notified the other party accordingly, in which case the provisions of this paragraph 4(i) shall continue to apply to such personal data);
 - (k) provide to the other party and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this paragraph 4(i) and/or the Data Protection Laws;
 - (l) permit the other party or its representatives to access any relevant premises, personnel or records of the Processing Party on reasonable notice to audit and otherwise verify compliance with this Schedule 2 (Data protection and security);
 - (m) take such steps as are reasonably required to assist the other party in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;
 - (n) notify the other party within two (2) Business Days if it receives a request from a data subject to exercise its rights under the Data Protection Legislation in relation to that person's personal data; and
 - (o) provide the other party with its full co-operation and assistance in relation to any request made by a data subject to exercise its rights under the Data Protection Legislation in relation to that person's personal data.
5. To the extent that Key Consultants process Personal Data on behalf of the Client, the Client hereby consents to such Key Consultants processing such Personal Data as sub-processor for the Supplier and shall ensure that all such Key Consultants shall enter into legally binding data processing obligations which reflect the obligations set out in paragraph 4 of this Schedule 2 (Data protection and security).
6. If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data by the other party or to either party's compliance with the Data Protection Legislation, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
7. Each party shall without undue delay (and in any event within 24 hours) after discovering any Security Breach notify the other of the same (including full details of the Security Breach and its consequences, to the extent known) and will co-operate with the other in respect of the Security Breach. Unless required by any Data Protection Legislation not make any notifications to any applicable regulator or data subjects about the Security Breach without the data controller's prior written consent (not to be unreasonably withheld or delayed).

Schedule 3 (Employees)

1. Definitions

In this Schedule 3, unless the context otherwise requires, the following words and phrases shall have the following meanings:

"Exiting Service Transfer Date" means the date on which the Supplier ceases to provide all or part of the Services whether pursuant to Regulations 3(1) (a) and/or 3(1) (b) of TUPE or otherwise.

"Incoming Service Transfer Date" means the date on which the Client or a Previous Supplier (as appropriate) ceases to provide all or part of the Services (or services equivalent to the Services) whether pursuant to Regulations 3(1)(a) and/or 3(1)(b) of TUPE or otherwise.

"New Supplier" means any person (including but not limited to the Client) who, from an Exiting Service Transfer Date, provides any or all Services which immediately prior to an Exiting Service Transfer Date were provided pursuant to this Agreement.

"Previous Employees" means those individuals employed by a Previous Supplier or the Client whom the parties believe are wholly or mainly assigned to carrying out the Services as at the date of this Agreement and will be so assigned immediately before the Incoming Service Transfer Date (unless in the interim they cease to be so assigned).

"Previous Supplier" means the supplier(s) of the Services before the Incoming Service Transfer Date [in particular, without limitation, *[insert names of particular previous suppliers]* where applicable, if not delete].

"Service Transfer Date" means the date on which the Supplier ceases to provide all or part of the Services.

"Supplier Employee" means any person who is or was employed or engaged by the Supplier and/or any Subcontractor and who is or was concerned with all or any of the Services or any part thereof.

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 or successor legislation.

2. Transfer of Employees

On entry

- 2.1 It is the intention of the parties that TUPE will neither apply on the Incoming Service Transfer Date nor during the currency of this Agreement to transfer any Previous Employees to the Supplier or its Subcontractors or to the Client.
- 2.2 The parties acknowledge and agree that should TUPE apply on the Incoming Service Transfer Date, the contracts of employment between the Client or the Previous Supplier and any Previous Employees will have effect on the Incoming Service Transfer Date as if originally made between the Supplier and each Previous Employee.
- 2.3 The Client shall indemnify and keep the Supplier indemnified against all Losses which the Supplier may incur:
 - (a) arising out of or in connection with any claim made by a Previous Employee which relates

to its employment by the Client or the Previous Supplier prior to the Incoming Service Transfer Date;

- (b) arising out of or in connection with a dismissal of any Previous Employee by the Client or the Previous Supplier prior to the Incoming Service Transfer Date and which the Supplier may incur pursuant to TUPE;
- (c) in relation to anything done or omitted to be done on or before the Incoming Service Transfer Date by the Client or the Previous Supplier in respect of the employment of any person employed or engaged by the Client or the Previous Supplier on or before the Incoming Service Transfer Date which by virtue of TUPE is deemed or will be deemed to have been done or to have been omitted to be done by the Supplier;
- (d) in dismissing any person (other than a Previous Employee) whose employment transfers to the Supplier as a consequence of the TUPE.
- (e) any failure by the Client or the Previous Supplier on or before the Incoming Service Transfer Date to comply with its or their obligations under TUPE, including Regulations 13 and 14 of TUPE, or any award of compensation under Regulation 15 of TUPE, save where such failure arises from the failure of the Supplier to comply with its or their duties under Regulation 13 of TUPE

During term

- 2.4 If TUPE applies on a Service Transfer Date such that all or any part of the Services transfer to a New Supplier ("**Service Transfer**") then:
- (a) the parties shall reasonably endeavour to comply with all reasonable requests from the other with regard to arrangements connected with the Service Transfer Date provided that each party reasonably endeavours to reduce any Losses which the other party or any New Supplier may incur as a result of the Service Transfer; and
 - (b) the Client shall accept or shall reasonably endeavour to procure that a New Supplier accepts the transfer of employment of the Supplier Employees on the Service Transfer Date to it or the New Supplier, as the case may be.
- 2.5 The Supplier shall (for itself and as agent of all Supplier Group Companies and any Subcontractor) indemnify and keep the Client and any New Supplier indemnified against all Losses which the Client or the New Supplier may incur arising out of or in connection with:
- (a) any claim made at any time against the Client or the New Supplier by or on behalf of any Supplier Employee which relates to his or her employment by the Supplier or its Subcontractor on or after the Incoming Service Transfer Date;
 - (b) the employment or termination of employment of any Supplier Employee on or after the Incoming Service Transfer Date;
 - (c) any failure or alleged failure by the Supplier or Supplier Group Company to comply with its obligations pursuant to Regulation 13 of TUPE; or
 - (d) the Supplier succeeding the Client or the Previous Supplier as employer of the Previous Employees pursuant to TUPE other than in relation to any matter which the Client is obliged to indemnify the Supplier pursuant to the terms of paragraph 2.3 above.
- 2.6 Within 30 Business Days of being so required by the Client during the Term of this Agreement, the Supplier shall fully and accurately disclose to the Client information in relation to the

Supplier's employees, workers, agency workers, agents and independent contractors who are either engaged wholly or mainly in providing the Services. Such information shall include:

- (a) the total number and description of employees (whoever the employer) or workers engaged or employed wholly or mainly in the Services;
- (i) copies of all offer letters, contracts of employment, particulars of employment relating to the Supplier Employees;
- (ii) details of all salaries, bonuses, overtime and pension and other benefits applicable to all Supplier Employees (whether contractual or otherwise) and the total payroll bill;
- (iii) the total annual payments made or due to any agents or independent contractors;
- (iv) the total redundancy liability to the Supplier Employees; and
- (v) any disciplinary action taken against any Supplier Employee and details of any threatened or actual court or tribunal case, claim or action brought by any Supplier Employee against the Supplier, any Supplier Group Company and/or any Subcontractor within the previous 2 years.

2.7 The Supplier shall permit the Client to use and disclose the information for informing any potential New Supplier and benchmarking companies subject, in either case, to such persons entering into a confidentiality agreement with the Client requiring them to keep such information confidential.

On exit

2.8 If upon the termination of this Agreement or any Statement of Work for any reason TUPE applies so as to transfer the employment of any of the Supplier Employees to the Client then the Supplier shall (for itself and as agent of all Supplier Group Companies and any Subcontractor) indemnify and keep indemnified the Client against all Losses (including without limitation any claim for a redundancy payment, unfair dismissal compensation, protective awards or notice monies) and expenses (including legal expenses on an indemnity basis) which the Client may incur arising out of or in connection with:

- (a) any claim made at any time against the Client by or on behalf of any Supplier Employee arising from any substantial change to the Supplier Employees' terms and conditions and/or working relationship to the detriment of the Supplier Employees where such change has been proposed by or is causally linked to the Client or any of their agents or employees and which is to take effect on or after the Exiting Service Transfer Date;
- (b) any claim made at any time against the Client by or on behalf of any Supplier Employee which relates to their employment by the Client on or after the Exiting Service Transfer Date;
- (c) the employment or termination of employment of any of the Supplier's Employees after the Exiting Service Transfer Date;
- (d) any claim made by the Supplier's Employees which relates to its employment by the Supplier prior to Exiting Service Transfer Date;
- (e) a dismissal of any of the Supplier's Employees by the Supplier on or before the Exiting Service Transfer Date (or in respect of which notice is given on or before the Exiting Service Transfer Date) and which the Client may incur pursuant to TUPE;
- (f) in relation to anything done or omitted to be done on or before the Exiting Service Transfer Date by the Supplier in respect of the employment of any person employed or

engaged by the Supplier on or before the Exiting Service Transfer Date which by virtue of TUPE is deemed or will be deemed to have been done or to have been omitted to be done by the Client;

- (g) any claim or demand by any employee, worker, sub-contractor (or any employee, agent or independent contractor of such sub-contractor), agency worker, trade union or staff association or employee representative of the Supplier directly or indirectly connected with the engagement of such employee, worker, sub-contractor (or any employee, agent or independent contractor of such sub-contractor) or agency worker by the Supplier in the period from the Effective Date to the Exiting Service Transfer Date;
- (h) in dismissing any person whose employment transfers to the Client on the termination of this Agreement or any Statement of Work as a consequence of TUPE; and
- (i) any failure by the Supplier and/or any Subcontractor on or before the date on which this Agreement or any Statement of Work terminates to comply with its obligations under TUPE, including under Regulations 13 and 14 of TUPE, or any award of compensation under Regulation 15 of TUPE, save where such failure arises because of the failure of the Client or any New Supplier to comply with its obligations pursuant to Regulation 13 of TUPE.

Schedule 4 (Change Order)

Reference:	
Statement of Work reference:	
Change Order number:	
Title of change:	
Originator:	
Originator name and email address:	
Reason for change (for information purposes only)	
Description of change:	<i>[Describe: (a) what the change actually is i.e. what is changing from the existing scope; (b) what work will be performed so as to effect the change; (c) what the changed scope will look like.]</i>
Deliverables resulting from: (a) the work to effect the change; and (b) the changed scope:	
Charges relating to the change:	<i>[Specify: (a) the charges relating to the implementation of the change; and (b) the charges that will apply to the changed goods or services, if these have altered as a result of the change.]</i>
Timetable and milestones:	<i>[Describe the timescales for implementing the change, together with any individual milestone dates that needs to be achieved.]</i>
[Change to the Service Levels:] [Change to the Services, as appropriate:] [Change to the Project Plan or other timetable:]	
Other affected elements of this Agreement:	
This Change Order Number [●] shall be read in conjunction with the Agreement and the relevant Statement of Work, all terms and conditions of which shall continue to have full force and effect,	

except to the extent as expressly altered (by reference to the affected clause or paragraph number) by this Change Order.

Signed for and on behalf of Client

Signature:

Print name:

Title:

Date:

Signed for and on behalf of Goodman Masson (Managed Services) Limited

Signature:

Print name:

Title:

Date:

Schedule 5 (Goods)

- 1.1 The Supplier shall ensure that the Goods:
 - (a) correspond with this Agreement (including the relevant Statement of Work);
 - (b) comply with all Laws of the territories in which the Goods are to be used;
 - (c) are formulated, designed, constructed, produced, finished and packaged so as to be safe and without risk to health;
 - (d) are of satisfactory quality within the meaning of the Sale of Goods Act 1979 or similar provision in the Laws of the territory in which the Goods are to be used, and fit for any purpose held out by the Client or made known to the Supplier either in writing or orally at or prior to this Agreement being formed; and
 - (e) are free from defects in design, material and workmanship.
- 1.2 The Supplier shall pass to the Client the benefit of any manufacturer and other warranties and/or guarantees relating to the Goods.
- 2. Inspection of the Goods**
- 2.1 The Client shall have the right to enter any Supplier Premises to:
 - (a) inspect the manufacturing facilities and the equipment used by the Supplier in the manufacture or production of the Goods;
 - (b) inspect and take samples of the Goods or raw materials, packaging and other items relating to the Goods; and
 - (c) inspect stock levels of the Goods or raw materials, packaging and other items relating to the Goods.
- 2.2 Inspections carried out pursuant to paragraph 2.1 shall be carried out during the Supplier's normal business hours on a Business Day on reasonable notice to the Supplier, provided that, in the event of an emergency, the Supplier shall grant the Client access to any Supplier Premises.
- 2.3 If following an inspection, the Client considers that the Goods are not or are not likely to comply with paragraph 1.1, the Client shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure that the Goods are or will comply with paragraph 1.1.
- 3. Delivery of the Goods**
- 3.1 The Goods shall be delivered to the Delivery Location and, unless otherwise requested by the Client in writing, between the hours of 9am and 5.30pm on a Business Day on the Delivery Date.
- 3.2 The Supplier acknowledges the importance to the Client of receiving the Goods on the Delivery Date and the Supplier shall take all necessary steps to achieve delivery of the Goods on the Delivery Date.
- 3.3 If the Goods are not delivered on the specified Delivery Date, then, without limiting any other right or remedy the Client may have, the Client may:
 - (a) refuse to take any subsequent attempted delivery of the Goods;
 - (b) terminate the relevant Statement of Work with immediate effect; and

- (c) obtain substitute products from another supplier;

provided that the Supplier shall have no liability for any failure or delay in delivering the Goods to the extent that such failure or delay is caused by the Client's failure to comply with its obligations under this Agreement.
- 3.4 Delivery of the Goods shall be complete on the completion of unloading of the Goods at the Delivery Location. The Supplier's unloading of the Goods shall be at its own risk and as directed by the Client.
- 3.5 The Supplier shall ensure that:
 - (a) the Goods are marked in accordance with the Client's instructions and properly packaged and stored so as to reach their destination in an undamaged condition;
 - (b) each delivery is accompanied by a prominently displayed delivery note which shows, without limitation, details of the Supplier, any reference number, details of the Goods, number of packages and contents, details of how to handle and store the Goods and, in the case of part delivery, the outstanding balance remaining to be delivered;
 - (c) the Client is supplied with, on delivery of the Goods, all operating and safety instructions and any other information as may be necessary for the proper use, maintenance and repair of the Goods; and
 - (d) any and all warning notices are clearly displayed.
- 3.6 The Client reserves the right to mark the Goods immediately upon delivery. This shall be undertaken for the purposes of security and the Client shall not be deemed to have accepted the Goods by reason of this nor shall the Supplier be entitled to raise an objection on this ground to any subsequent rejection of the Goods.
- 3.7 The Client shall not be deemed to have accepted the Goods until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until a reasonable time after any latent defect in the Goods has become apparent.
- 3.8 If all or any part or any combination of parts of the Goods do not comply with paragraph 1.1 or are not in conformity with this Agreement, then, without limiting any other right or remedy that the Client may have, the Client may:
 - (a) require the Supplier to repair or replace the rejected Goods at the Supplier's risk and expense within 10 Business Days of being requested to do so; or
 - (b) require the Supplier to repay the Charges in respect of the rejected Goods in full (whether or not the Client has previously required the Supplier to repair or replace the rejected Goods); and
 - (c) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Goods that are not in conformity with this Agreement.
- 3.9 Ownership of the Goods shall pass to the Client on the earlier of payment, and the completion of delivery in accordance with this paragraph 3. Risk in the Goods shall pass to the Client on the completion of delivery in accordance with this paragraph 3. This paragraph 3.9 shall not apply to defective Goods that are rejected or replaced under paragraph 3.8 (in which property and risk shall be deemed never to have passed to the Client).