

## MASTER SERVICES AGREEMENT

THIS AGREEMENT is made between:

1. **Fruition IT Consulting Ltd** a company incorporated in **England and Wales** with registered number **12154626** whose registered office is at **1 York Place, Leeds, LS1 2DR** (the “**Supplier**”); and
2. Cove Communities a company incorporated in \_\_\_\_\_ with registered number **INSERT NUMBER** whose registered office is at **CUSTOMER ADDRESS** (the “**Customer**”).

By signing below, the parties agree to be bound by the terms of this Master Service Agreement and any Statements of Work annexed to it.

Agreed for and on behalf of the Supplier

Signed \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Agreed for and on behalf of the Customer

Signed \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

## BACKGROUND

- A. The Supplier specialises in the provision of IT consultancy and management services to clients and is willing to provide its services to the Customer.
- B. The Customer wishes to purchase the Services (as defined below) from the Supplier.
- C. The parties wish to establish an overarching contractual framework for the provision and delivery of Services by the Supplier to the Customer from time to time under Statements of Work (as defined below).
- D. The Supplier agrees to provide the Services, and the Customer agrees to accept and pay for the Services, subject to the terms and conditions of this Agreement (as defined below).

## 1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In this Agreement, the following words are defined:

<b>Agreement</b>	the Terms and any Statements of Work agreed between the parties.
<b>Confidential Information</b>	in relation to either party, any information (whether or not stated to be confidential or marked as such) which that party discloses to the other, or which the other party obtains from any information disclosed to it by that party, either orally or in writing or by any other means, under or in connection with this Agreement. Confidential Information includes: technical or other information relating to the other's business, finances or technology, know-how, Intellectual Property Rights, assets, strategy, products and customers, including without limitation information relating to processes, management, financial, marketing, technical and other arrangements or operations of any associate, person, firm, or organisation associated with that party.
<b>Defect</b>	<p>a defect, error, bug or issue that has a demonstrable and materially adverse effect on the appearance, operation or functionality of the Services or Deliverable(s), providing that such defect, error, bug or issue is not directly or indirectly caused by, or arising as a result of:</p> <ul style="list-style-type: none"> <li>a) inaccuracies or errors in any Input Materials;</li> <li>b) the Customer's wilful damage or negligence, or any act or omission of the Customer, its suppliers or sub-contractors in breach of this Agreement;</li> <li>c) the Customer's use of the Services or Deliverable(s) in a manner that is inconsistent with the intended purpose or use;</li> <li>d) the Customer's failure to follow the Supplier's oral or written instructions as to the storage, commissioning, installation or maintenance of the Services or Deliverable(s) or (if there are none) good trade practice;</li> <li>e) the modification or alteration of any part of the Services or Deliverable(s) after acceptance by the Customer by any party other than the Supplier;</li> </ul>

	<p>f) failures, degradations, or fluctuations in electrical, connectivity, network, or telecommunications equipment or lines of the Customer, or similar circumstances beyond the Supplier's control;</p> <p>g) any incompatibility between the Services or the Deliverable(s) and any other system, application, program or software, except where the Supplier has an expressly stated obligation in the Statement of Work to make the Services or Deliverable(s) compatible with such other system, application, program or software; or</p> <p>h) fair wear and tear.</p>
<b>Deliverables</b>	documents, items, plans, products, goods or materials which are developed, created, written or prepared by the Supplier solely in connection with the provision of the Services as set out in the Statement of Work.
<b>Document</b>	includes, in addition to any document in writing, any specification, instruction, design, drawing, map, plan, diagram, picture or other image, tape, disk or other device or record embodying information in any form.
<b>Effective Date</b>	the date that the Terms are signed by both parties, or a Statement of Work is signed by both parties, or upon the commencement of any Services by the Supplier (whichever is earlier).
<b>Equipment</b>	any equipment, materials, systems, tools, cabling, items or facilities requested, purchased, licensed or used directly or indirectly by the Supplier in the performance of the Services.
<b>Expenses</b>	<p>may include:</p> <p>(a) the cost of accommodation, subsistence, travelling and any other ancillary expenses reasonably incurred by the Supplier in connection with the Services;</p> <p>(b) the cost of services reasonably and properly provided by third parties and required by the Supplier for the performance of the Services.</p>
<b>Input Materials</b>	all Documents, information and materials provided by the Customer to the Supplier relating to the Services, including data, reports and specifications.
<b>Insolvent</b>	<p>a party is Insolvent where any of the following occur:</p> <p>a) it 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;</p> <p>b) it 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 the affected party with one or more other companies, or the solvent reconstruction of the affected party;</p>

	<p>c) 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 the affected party other than for the sole purpose of a scheme for a solvent amalgamation of the affected party with one or more other companies, or the solvent reconstruction of the affected party;</p> <p>d) 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 affected party;</p> <p>e) a floating charge holder over the assets of the affected party has become entitled to appoint, or has appointed, an administrative receiver;</p> <p>f) a person becomes entitled to appoint a receiver over the assets of the affected party, or a receiver is appointed over the assets of the affected party;</p> <p>g) a creditor or encumbrancer of the affected 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;</p> <p>h) any event occurs, or proceeding is taken, with respect to the affected party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h); or</p> <p>i) it suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.</p>
<b>Intellectual Property Rights</b>	any invention, patent, utility model right, copyright (including rights in software) and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by a party in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of, and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future.
<b>Losses</b>	all direct losses, liabilities, damages, costs, expenses, fines, charges, penalties, assessments or interest, including economic loss, management time and reasonable legal fees and charges, and including such items arising out of or resulting from actions, proceedings, claims and demands.
<b>Off-Payroll Working Rules or OPWR</b>	Chapter 10 of Part 2 of the Income Tax (Earning and Pensions) Act 2003 (ITEPA), and the corresponding provisions in the Social Security Contributions (Intermediaries) Regulations.

<b>Pre-Existing Materials</b>	all Documents, information and materials provided by the Supplier or Supplier Staff which existed prior to the commencement of the Services, including computer programs, data, reports and specifications.
<b>Premises</b>	any premises, office accommodation, or any other sites, structures or buildings of the Customer, for which access or use is required by the Supplier for the provision of the Services, and includes the premises situated at <b>CUSTOMER SITE ADDRESS</b> .
<b>Services</b>	the services which are set out and described in a Statement of Work, together with any other services which the Supplier provides or agrees to provide to the Customer through the change control procedure set out in clause 8.
<b>Service Charges</b>	the Supplier's service charges which are set out in the Statement of Work. Service Charges exclude charges for Expenses and/or Equipment as set out in clause 7.
<b>Service Levels</b>	the service levels, standards or performance targets applicable to the Services, which are set out in the Statement of Work.
<b>Specification</b>	the description or specification for the Services as set out in the Statement of Work.
<b>Statement of Work</b>	a document setting out the commercial arrangements of individual projects or services to be performed by the Supplier for the Customer, which, once signed forms part of the Agreement. The parties may agree multiple Statements of Work under the Terms.
<b>Supplier Staff</b>	the employees, workers, consultants, officers, sub-contractors, agents, representatives, or advisers who are engaged by the Supplier to deliver the Services.
<b>Terms</b>	the terms and conditions as set out in this Master Service Agreement, including any schedules, but excluding any Statements of Work.
<b>Working Day</b>	any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2. In this Agreement, unless the context requires a different interpretation:

- (a) clause, schedule and paragraph headings are for convenience only and shall not affect the interpretations of the Agreement;
- (b) references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a person includes trusts, partnerships, unincorporated bodies, government entities, companies and/or corporations (in each case whether or not having separate legal personality);
- (e) "including" is understood to mean "including without limitation";
- (f) reference to any statutory provision includes any modification, amendment or re-enactment thereof, and includes any subordinate legislation for the time being in force made under it; and
- (g) "writing" or "written" will include e-mail unless otherwise stated.

- 1.3. In the event of any conflict between the Terms and the Statement of Work, the Statement of Work shall take precedence in relation to those Services or Deliverable(s) only.

## **2. COMMENCEMENT AND DURATION**

- 2.1 The Agreement will commence on the Effective Date.
- 2.2 The Terms shall continue in full force and effect until terminated by either party in accordance with clause 16.
- 2.3 Each Statement of Work will commence on the Start Date shown in the Statement of Work, or upon commencement of the Services by the Supplier (whichever is sooner).
- 2.4 Any Statement of Work may be extended by mutual agreement of the parties in writing.

## **3. CUSTOMER'S OBLIGATIONS**

- 3.1 The Customer shall:
  - (a) co-operate with the Supplier in all matters relating to the Services;
  - (b) provide, in a timely manner and at no charge, any Equipment, Input Materials and/or access to the Premises, as the Supplier may reasonably require;
  - (c) inform the Supplier of any health and safety rules and regulations and any other reasonable security requirements that apply at the Premises;
  - (d) in the case of the Customer's Equipment, ensure that it is in good working order and suitable for the purposes for which it is used;
  - (e) in the case of Input Materials, warrant that they are accurate in all material respects; and
  - (f) before the Services commence, obtain and maintain all necessary licences (including third-party software licences as required) and consents in relation to the Input Materials and the Services;
  - (g) ensure that its network and systems as they relate to the Services comply with the relevant specifications and versions as required by the Supplier from time to time; and
  - (h) comply with all relevant legislation in relation to the Services.
- 3.2 The Customer is solely responsible for procuring, maintaining and securing its network connections, server capabilities and telecommunications links from its systems. The Supplier accepts no liabilities for Losses arising as a result of problems, conditions, delays, delivery failures or any other loss or damage arising from or relating to the Customer's network connections, servers or telecommunications links, or caused by the internet.

## **4. PROVISION OF SERVICES**

- 4.1 The Supplier shall provide the Services to the Customer as set out in each Statement of Work.
- 4.2 The Supplier shall provide the Services (including any Deliverables) in accordance with the Specification in all material respects.

- 4.3 The Supplier shall respond promptly to the Customer's reasonable requests for information in relation to the Services.
- 4.4 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Statement of Work, but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this Agreement.
- 4.5 In addition to the provisions set out in clause 15, the Supplier shall not be considered to be in default or breach of a Statement of Work or the Terms where the completion of the Services or delivery of the Deliverables:
- (a) cannot be met despite the exercise of commercially reasonable efforts of either party; or
  - (b) is due directly or indirectly to a Customer's actions or omissions, including the Customer's failure to provide Input Materials required for the proper performance of the Services.
- 4.6 If the Supplier's performance of its obligations under this Agreement is hindered, prevented or delayed by any act or omission of the Customer, its employees, officers, sub-contractors, agents, representatives or advisers, the Supplier shall not be liable for any Losses sustained or incurred by the Customer that arise directly or indirectly from such hinderance, prevention or delay.
- 4.7 The Supplier shall perform the Services with reasonable care and skill, in accordance with:
- (a) the Terms;
  - (b) the relevant Statement of Work;
  - (c) generally recognised commercial practices and standards in the applicable industry; and
  - (d) all laws and regulations applicable to the Services.
- 4.8 The Supplier shall promptly notify the Customer of:
- (a) any delays or problems from time to time in the provision of the Services of which the Supplier becomes aware; or
  - (b) any circumstances from time to time which may prevent the Supplier from providing the Services in accordance with this Agreement, together with (where practicable) recommendations as to how such circumstances can be avoided, overcome or mitigated.
- 4.9 The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that have been communicated to the Supplier. The Supplier shall not be liable for any Losses incurred by the Customer if, as a result of such observation, it is in breach of any of its obligations under this Agreement.
- 4.10 The Customer shall defend, indemnify and hold harmless the Supplier and its successors and their respective affiliates, officers, directors and employees against and from, all Losses that arise in connection with, or as a result of, the Customer's (or any agent, contractor or sub-contractor of the Customer) breach of this Agreement (whether in contract or tort including negligence), fraud, misrepresentation (whether innocent or negligent), breach of statutory duty, failure to perform or delay in the performance of any of its obligations under this Agreement or any other agreement under which the Customer provides goods and / or services to any third party.

- 4.11 Nothing in this Agreement shall prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services to third parties which are similar to the Services provided under this Agreement.

## **5. RE-PERFORMANCE OF SERVICES**

- 5.1 The Customer acknowledges that the Supplier cannot, and does not, warrant or represent that the Services or Deliverable(s) are free from Defects.
- 5.2 Where a Defect is identified prior to the Customer's acceptance of the Services or Deliverable(s), the Supplier shall use commercially reasonable efforts to remedy the Defect.
- 5.3 The Customer's written acceptance of the Services or Deliverable(s) constitutes its agreement that the Services or Deliverable(s) have been adequately and rigorously tested by the Customer and meet the Customer's requirements and expectations in all material respects. The Supplier shall be entitled to invoice for the Customer for the Service Charges, Expenses and Equipment related to the relevant Services or Deliverable(s) once accepted, and the Customer is liable to pay the Supplier in full for such charges in accordance with clause 7.
- 5.4 Notwithstanding clause 5.1, if, within thirty (30) days of delivery of the Services or the Deliverable(s) (or any material part thereof), the Customer identifies a Defect, it shall promptly inform the Supplier, and the parties shall agree in good faith a suitable timescale and allocation of costs to remedy the Defect.
- 5.5 If after delivery of the Services or Deliverable(s), the Customer identifies any design faults, errors or other defects or issues:
- (a) that do not constitute a Defect, or
  - (b) that do constitute a Defect, but are identified by the Customer outside the thirty (30) day period set out in clause 5.4,

such issues or errors may be remedied by the Supplier (at the Supplier's sole discretion) and the Customer is liable for payment of all reasonable Service Charges, Equipment and Expenses related to such remedial work or services.

- 5.6 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose.

## **6. STATUS**

- 6.1 The parties acknowledge that, for the purposes of the Off-Payroll Working Rules, the Supplier is the 'client' (as defined in the OPWR).
- 6.2 The parties further agree that the Services delivered by the Supplier are fully contracted-out, and as such, the Supplier is providing an outsourced, outcomes-based service to the Customer (and not, for the avoidance of doubt, a labour-based service).
- 6.3 The Supplier is:



- (a) the party for whom the Supplier Staff performs work or services, and it is the Supplier who is the employer, or most akin to the employer, of any Supplier Staff;
  - (b) responsible for the engagement, management and any applicable supervision or oversight of the Supplier Staff;
  - (c) responsible for the acts and omissions of the Supplier Staff.
- 6.4 The Customer shall have no obligation to conduct tax status assessments on any Supplier Staff. Where tax status assessments for Supplier Staff may be required under the OPWR, this obligation rests solely with the Supplier.
- 6.5 The Supplier is not obliged to provide a named individual in respect of the Services, nor shall the Customer have any right to specify or request specific Supplier Staff to deliver the Services. The Supplier has sole, unfettered discretion to utilise any Supplier Staff to deliver the Services (including changing any Supplier Staff at any time without prior notice to the Customer), save that the Supplier shall ensure that any Supplier Staff utilised hold the necessary level(s) of skill, experience and expertise to deliver the Services.
- 6.6 In the event that Supplier Staff are specifically named in a Statement of Work, the Customer acknowledges that clause 6.5 still applies, and any Supplier Staff of comparable skill, expertise and expertise to the named individual may be utilised by the Supplier to deliver any or all of the Services.
- 6.7 The Customer warrants that it shall not, and its employees, officers, sub-contractors, agents, representatives or advisers shall not, through its or their actions or omissions, whether wilfully, negligently or accidentally, engage with the Supplier or any Supplier Staff in such a way that could change the parties' stated responsibilities under the OPWR and this clause 6. The Customer shall defend, indemnify and hold harmless the Supplier and its successors and their respective affiliates, officers, directors and employees against and from, any Losses incurred as a result of the Customer's failure to comply with this clause 6.7.
- 6.8 The Supplier warrants that it will comply with the Off-Payroll Working Rules as they may apply to the Supplier and/or Supplier Staff.

## **7. CHARGES & PAYMENT**

- 7.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Service Charges as set out in the Statement of Work, and any applicable Expenses or Equipment charges (which may or may not be explicitly stated in the Statement of Work).
- 7.2 The Statement of Work specifies whether the Service Charges are based on a time and materials basis, a fixed price basis or a combination of both.
- 7.3 All charges, whether Service Charges or charges for Expenses or Equipment, payable under this Agreement are:
- (a) payable in GBP unless stated otherwise in the Statement of Work;
  - (b) are exclusive of value added tax (VAT), which shall be added to the Supplier's invoice(s) at the then current prevailing rate; and
  - (c) are exclusive of any bank or international transfer charges, or any currency conversion costs which are the responsibility of the Customer.
- 7.4 Where Services are provided on a time and materials basis:

- a) the Service Charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates as notified to the Customer from time to time, and any totals included in the Statement of Work are estimates only;
- b) such daily fee rates are calculated on the basis of eight hours worked on a Working Day;
- c) the Supplier will monitor the performance and progress of the Supplier Staff in relation to the Services or Deliverable(s), and it is the Supplier who will authorise any Supplier Staff timesheets;
- d) the Supplier will provide evidence of the time expended in performance of the Services in its invoices to the Customer; and
- e) the Supplier will invoice the Customer monthly in arrears for the Service Charges for the month concerned (unless an alternative invoice frequency is stated in the Statement of Work), accompanied by relevant receipts for any additional charges for Equipment or Expenses.

7.5 Where Services are provided for a fixed price:

- (a) the total price for the Service Charges is set out in the Statement of Work;
- (b) charges for Expenses or Equipment will be chargeable in addition to the Service Charges unless specifically stated otherwise in the Statement of Work;
- (c) the invoicing periods and triggers for invoicing (such as the completion of specified milestones) shall be as set out in the Statement of Work; and
- (d) upon completion of the Services or when an agreed instalment is due, the Supplier shall invoice the Customer for the applicable Service Charges, together with any charges for Equipment or Expenses.

7.6 Each Statement of Work shall include a pre-approved amount for Expenses. Any Expenses in excess of the pre-approved amount will first be approved by the Customer in writing.

7.7 Charges for Expenses and Equipment will be invoiced by the Supplier at cost.

7.8 All amounts payable under this Agreement, whether for Service Charges, Expenses or Equipment, will be paid by the Customer in full and in cleared funds, without set-off or counterclaim, free and clear of and without deduction of any taxes, levies, duties, charges and withholdings of any kind now or in future imposed in any jurisdiction.

7.9 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

7.10 The Customer shall pay each invoice within the payment terms specified within the Statement of Work (or where no payment terms are specified, within 30 days of receipt of invoice (the “**Due Date**”).

7.11 The deemed date of receipt by the Customer of the Supplier’s invoices shall be determined in accordance with clause 18.16 below.

7.12 The parties acknowledge that time for payment shall be of the essence of this Agreement.

7.13 Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier on the Due Date:

- (a) the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate at the relevant time. Such interest will accrue on a daily basis and compound

quarterly from the Due Date until actual payment of the overdue amount, whether before or after judgment. The Supplier may choose to charge statutory interest due. The Customer shall pay the interest together with the overdue amount; and

- (b) the Supplier may suspend all Services (including the Customer's access to the Services and/or Deliverable(s)) until payment has been made in full.

7.14 All sums payable to the Supplier under this Agreement shall become due immediately on its termination, despite any other provision. In the event of termination of the Terms and/or a Statement of Work by either party, for any reason, the Supplier shall be entitled to invoice the Customer for Services completed up to the date of termination, including a pro-rata amount for charges relating to any Deliverable(s) not yet completed, and the Customer shall be obliged to pay such sums (whether relating to Service Charges, Equipment or Expenses).

## **8. CHANGE CONTROL**

8.1 No amendment shall be made to a Statement of Work except on terms agreed in writing by the parties in accordance with this clause 8.

8.2 The Customer may at any time during the term of this Agreement request an increase or decrease in the volume of the Services, a change in the Specification, or the addition of new Services ("**Change Request**") by notifying the Supplier in writing of its requirements.

8.3 The Supplier shall give due consideration to any Change Request from the Customer and shall, within 10 Working Days of receiving a Change Request from the Customer:

- (a) confirm its acceptance of the Change Request in its entirety, in which case the parties shall execute a variation to the Statement of Work and/or the Terms as required as soon as reasonably practicable, and the Supplier shall implement the Change Request accordingly; or
- (b) provide a written proposal for accepting the Change Request, subject to any variation that it reasonably considers necessary to the Services, the Specification or the Service Charges, including any new Services ("**Change Proposal**") ; or
- (c) if the Supplier believes it is not reasonably practicable to accept the Change Request, with or without any such variation, provide the Customer with a written statement of its reasons for rejecting the Change Request.

8.4 Time incurred by the Supplier for considering the Change Request and drafting the Change Proposal under clause 8.3 is rechargeable to the Customer. Such charges will be invoiced in accordance with the daily fee rates of the Supplier Staff involved in the Change Proposal. The invoices will be provided by the Supplier, and are payable by the Customer in accordance with clause 7.

8.5 The Customer shall give due consideration to the Supplier's Change Proposal under clause 8.3(b) and shall within 10 Working Days after receipt of the Change Proposal either give the Supplier a written notice accepting the Change Proposal (subject to, or without, further negotiation) or rejecting the Change Proposal.

8.6 If the Customer accepts the Change Proposal issued under clause 8.3(b), the parties shall as soon as reasonably practicable, execute a variation to the Statement of Work and/or the Terms as appropriate, and the Supplier shall implement the agreed variation.

- 8.7 If the Customer rejects the Change Proposal issued under clause 8.3(b), or the Supplier does not accept the Change Request as set out in clause 8.3(c), then the parties shall continue to abide by their obligations under the existing Statement of Work until its expiry or termination by either party in accordance with clause 16.
- 8.8 If the Supplier is required to make changes to the Services or Deliverable(s) to comply with a material change in law, or any additional liability imposed by statute or other legal or legislative requirement or entitlement, the Supplier shall, within a reasonable time of the required change, provide the Customer with a Change Proposal.
- 8.9 If the Customer agrees to proceed with the Change Proposal issued by the Supplier under clause 8.8, the parties shall as soon as reasonably practicable, execute a variation to the Statement of Work and/or the Terms as appropriate, and the Supplier shall implement the agreed variation.
- 8.10 If the Customer rejects the Change Proposal issued by the Supplier under clause 8.8, the Supplier shall have the right to terminate the Agreement (including any individual Statements of Work), or any individual Statement of Work, without any further liability to the Customer, in accordance with clause 16.
- 8.11 Notwithstanding clause 8.1, the Supplier shall have the right to make non-material changes to the Services which the Supplier, in its sole discretion but acting reasonably, considers to be necessary, provided that the Supplier gives the Customer reasonable notice of such changes and that such changes do not materially affect the nature, scope or quality of the Services or the Service Charges.

## **9. INDEMNITY, LIABILITY AND INSURANCE**

- 9.1 This clause 9 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of Supplier Staff) to the Customer in respect of:
- (a) any breach of this Agreement; or
  - (b) any use made by the Customer or any third party of the Services, the Deliverable(s) or any part of them.
- 9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 9.3 The Supplier shall defend, indemnify and hold harmless the Customer against and from all Losses incurred by the Customer as a result of or in connection with any action, demand or claim that use or possession of any the Services or Deliverable(s), infringes the Intellectual Property Rights of any third party.
- 9.4 The Customer shall defend, indemnify and hold harmless the Supplier and its successors and their respective affiliates, officers, directors and employees against and from all Losses incurred by the Supplier as a result of or in connection with any action, demand or claim that use or possession of any Input Materials infringes the Intellectual Property Rights of any third party.
- 9.5 Nothing in this Agreement limits or excludes either party's liability for:
- (a) death or personal injury caused by its negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability which cannot be limited or excluded by applicable law.

- 9.6 Subject to the above clause 9.5, neither party shall have any liability to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of or damage to goodwill;
  - (f) loss of use, corruption or exposure of software, data or information; or
  - (g) any indirect, special or consequential loss.
- 9.7 The Supplier's total aggregate liability, including all indemnities, whether in contract, tort (including negligence), for misrepresentation (whether innocent or negligent), for breach of statutory duty or otherwise arising, and in respect of all Losses arising under or in connection with the performance or contemplated performance of this Agreement, shall be limited to the price paid by the Customer for the Services during the six (6) months immediately preceding the date on which the breach, claim or liability arose, or £250,000 whichever is lower.
- 9.8 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
- 9.9 During this Agreement, the Supplier and the Customer shall each maintain in force with a reputable insurance company, insurance sufficient to indemnify risks for which they may be responsible in connection with the Services and shall, on either parties' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

## **10. CONFIDENTIALITY**

- 10.1 Both parties shall keep in strict confidence all Confidential Information disclosed by one party to the other (the "**Receiving Party**").
- 10.2 The Receiving Party may disclose such information:
- (a) to its employees, officers, sub-contractors, agents, representatives or advisers who need to know such information for the purposes of carrying out the Receiving Party's obligations under this Agreement, and agree only to use the information for that purpose and not to cause or allow disclosure of that information;
  - (b) as may be required by law, court order or any governmental or regulatory authority;
  - (c) where the information has become generally available to the public (other than as a result of disclosure in breach of the Agreement by the party or any of its employees, officers, sub-contractors, agents, representatives or advisers);
  - (d) where the information was available or known to it on a non-confidential basis before being disclosed under the Agreement; or

- (e) where the information was developed by or for it independently of the Agreement and is received by persons who are not the disclosing party.

- 10.3 The Receiving Party shall ensure that its employees, officers, sub-contractors, agents, representatives or advisers to whom it discloses such information comply with this clause 10.
- 10.4 The Receiving Party shall not use any such information for any purpose other than to perform its obligations under this Agreement.

## **11. INTELLECTUAL PROPERTY**

- 11.1 All Input Materials shall remain the property of the Customer, and the Customer grants to the Supplier an irrevocable, non-exclusive, worldwide, royalty-free licence of such of the Customer's Intellectual Property Rights in the Input Materials as are necessary for the Supplier to fulfil its obligations under this Agreement.
- 11.2 All Pre-Existing Materials shall remain the property of the Supplier, and where Pre-Existing Materials may be required for the performance of the Services, the Supplier grants to the Customer a revocable, non-exclusive, worldwide, non-transferrable, non-sublicensable, royalty-free licence of such of the Supplier's Intellectual Property Rights in the Pre-Existing Materials as are necessary for the proper performance of the Services.
- 11.3 All Intellectual Property Rights related to the Services or Deliverable(s) shall be owned by the Customer when the Supplier has received full payment in cleared funds for all Charges, Equipment and Expenses for the Services that relate to the Intellectual Property Rights in question.
- 11.4 Except as expressly agreed in this clause 11, no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.
- 11.5 Subject to the foregoing, each party shall be entitled to use, in its sole discretion, any skills, techniques or know-how acquired or developed or used in connection with the performance of the Services, or otherwise in connection with this Agreement, provided always that such skills, techniques or know-how do not infringe the other party's Intellectual Property Rights now or in the future or disclose or breach the confidentiality of the other party's Confidential Information.

## **12. DATA PROTECTION**

- 12.1 Each party shall comply with its obligations, and may exercise its respective rights and remedies under Schedule 1.

## **13. ANTI-BRIBERY**

- 13.1 The Supplier and the Supplier Staff shall:
  - (a) comply with all applicable laws, regulations, statutes, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("**Bribery Laws**");
  - (b) not commit an offence under sections 1, 2 or 6 of the Bribery Act 2010;
  - (c) comply with any relevant industry code related to Anti-Bribery ("**Bribery Policies**");

- (d) have, maintain, and enforce throughout the term of this Agreement its own policies and procedures, to ensure compliance with the Bribery Laws and the Bribery Policies; and
- (e) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement.

#### **14. NON-SOLICITATION**

- 14.1 The Customer shall be liable for payment of a transfer fee where, with or without out the prior written consent of the Supplier, and at any time from the Effective Date to the expiry of 12 months after the last date of supply of any Services, or termination of this Agreement (whichever is the later), the Customer directly or indirectly solicits or entices away from the Supplier or engages, employs or attempts to employ, directly or via any third party, any Supplier Staff.
- 14.2 The transfer fee shall be calculated as 30% of the Supplier Staff's total annual remuneration or salary, including bonuses, commissions and benefits. The transfer will be invoiced by the Supplier and is payable by the Customer in accordance with clause 7.

#### **15. FORCE MAJEURE**

- 15.1 Neither party shall be liable for any failure or delay in performing their obligations where such hindrance, failure or delay results from any cause that is beyond the reasonable control of that party ("**Force Majeure Event**").
- 15.2 Causes of a Force Majeure Event include, but are not limited to: power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the reasonable control of the party in question.
- 15.3 The party affected by a Force Majeure Event shall use commercially reasonable endeavours to mitigate the effect of the Force Majeure Event upon the performance of its obligations.
- 15.4 The corresponding obligations of the other party will be suspended to the same extent as those of the party affected by a Force Majeure Event.
- 15.5 If the delay continues for a period of 90 days or more, either party may terminate the affected Statement of Work on immediate written notice without liability to the other party.

#### **16. TERMINATION**

- 16.1 Either party may terminate the Terms by giving the other party sixty (60) days' prior written notice.
- 16.2 Where either party exercises its rights under clause 16.1, termination of the Terms shall not affect any Statements of Work currently in force at the date of termination of the Terms. Such Statements of Work shall continue in full force and effect until expiry or termination of the relevant Statement of Work as set out in clause 16.3 below.
- 16.3 Each Statement of Work shall continue in full force and effect until the earlier of:



- (a) either party giving prior written notice to the other of termination in accordance with timescales set out in the Statement of Work, or where no timescales for notice is specified in the Statement of Work, on twenty-eight (28) days' notice;
- (b) the End Date shown in the Statement of Work;
- (c) the Services and/or Deliverables have been completed and payment of all Charges relating to that Statement of Work has been received from the Customer.

Expiry or termination of a Statement of Work shall not affect the continuing validity of the Terms, unless already terminated in accordance with clause 16.1.

16.4 A party may terminate the Agreement (including the Terms and all Statements of Work currently in force) immediately by giving written notice to the other party if that other party:

- (a) does not pay any sum due to it under the Agreement within 30 days of the Due Date for payment;
- (b) commits a material breach of the Agreement which, if capable of remedy, it fails to remedy within 30 days after being given written notice specifying the particulars of the breach and requiring it to be remedied);
- (c) repeatedly breaches any of the terms of this Agreement (irrespective of whether such breaches collectively constitute a material breach), or its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement, in such a manner as to reasonably justify termination;
- (d) becomes Insolvent; or
- (e) (if an individual) dies or as a result of illness or incapacity becomes incapable of managing his or her own affairs.

## **17. CONSEQUENCES OF TERMINATION**

17.1 On termination of this Agreement, or upon termination or expiry of any Statement of Work:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices (and interest where applicable) and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice in accordance with clause 7; and
- (b) the Customer shall, within a reasonable time, return all of the Supplier's Equipment, Pre-Existing Materials and any relevant Deliverables which remain the property of the Supplier at the date of termination. If the Customer fails to do so, then the Supplier may enter the Premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping.

17.2 Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

17.3 Other than as set out in the Agreement, neither party shall have any further obligation to the other under the Agreement after its termination. Any provision in this Agreement which by its intent or terms is meant to survive the termination of the Agreement will do so.



## 18. GENERAL

- 18.1 This Agreement and any documents referred to in it constitutes the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between the parties, and in particular shall supersede and take precedence over any terms set out in any purchase order or other conditions or any other communication (whether written or oral) issued by the Customer.
- 18.2 Subject to clause 9.5, each party acknowledges that, in entering into this Agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty (“**Representation**”) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement or those documents. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this Agreement.
- 18.3 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 18.4 The Supplier may at any time:
- (a) assign, transfer or sub-contract any or all of its rights or obligations under this Agreement; or
  - (b) assign, transfer, mortgage, sell, sub-contract or otherwise deal at its absolute discretion with any sums, debts, unpaid amounts or other financial notes or instruments due from or owed by the Customer under this Agreement.
- 18.5 Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.
- 18.6 Subject to clause 8, no variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 18.7 Subject to clauses 18.3 and 18.4, the Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement and no third party has any right to enforce or rely on any provision of the Agreement.
- 18.8 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 18.9 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.
- 18.10 A waiver (which may be given subject to conditions) of any right or remedy provided under this Agreement or by law shall only be effective if it is in writing and shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.
- 18.11 A party that waives a right or remedy provided under this Agreement or by law in relation to another party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

- 18.12 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 18.13 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 18.14 If any provision or part-provision of this Agreement is deemed deleted under clause 18.13, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 18.15 Unless specifically provided by the parties, nothing in the Agreement will establish any employment relationship, partnership or joint venture between the parties, or mean that one party becomes the agent of the other party, nor does the Agreement authorise any party to enter into any commitments for or on behalf of the other party.
- 18.16 Any notice (other than in legal proceedings) to be delivered under the Agreement must be in writing and delivered by pre-paid first-class post to or left by hand delivery at the other party's registered address or place of business, or sent by email to the other party's main business email address as notified to the sending party. Notices:
- (a) sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day and, where posted from or to addresses outside the United Kingdom, on the tenth Working Day following the date of posting;
  - (b) delivered by hand will be deemed to have been received at the time the notice is left at the proper address; and
  - (c) sent by email will be deemed to have been received on the next Working Day after sending.

## **19. GOVERNING LAW AND JURISDICTION**

- 19.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England and Wales.
- 19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE 1 DATA PROTECTION

### PART A

#### 1. Definitions

For the purposes of this Schedule:

- a. **“Data Protection Laws”** means:
  - i. for a Customer whose country of incorporation is the United Kingdom or any country that is not a [member of the European Union](#), the UK GDPR, the Data Protection Act 2018, and any laws substituting, replacing, amending, re-enacting or replacing the foregoing, as amended or updated from time to time in force; or
  - ii. for a Customer whose country of incorporation is part of the European Union:
    - A. unless and until the European Commission adopts an adequacy decision in favour of the United Kingdom, the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”) and specifically the [standard contractual clauses](#) (“**SCCs**”) for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council, including any update, substitute or amendment thereof from time to time. The SCCs are incorporated in full by reference and form an integral part of this Schedule. For the purposes of the SCCs: (i) the Supplier is the "data importer" and the Customer is the "data exporter"; or
    - B. from the date upon which the European Commission adopts an adequacy decision in favour of the United Kingdom, the UK GDPR and Data Protection Act 2018, and any laws substituting, replacing, amending, re-enacting or replacing the foregoing, as amended or updated from time to time in force, and
  - iii. all guidance, codes of practice and codes of conduct issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (whether legally binding or not).
- b. **“Data Protection Supervisory Authority”** means:
  - i. For a Customer whose country of incorporation is the United Kingdom or any country that is not a [member of the European Union](#), the Information Commissioner’s Office
  - ii. For a Customer whose country of incorporation is part of the European Union, the applicable independent public authority of that country.
- c. **“Protected Data”** means Personal Data received from or on behalf of the Customer, or obtained by the Supplier in connection with the performance of the Supplier's obligations under the Agreement;
- d. **“Sub-Processor”** means any agent, sub-contractor or any other third party engaged by the Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data; and
- e. **“UK GDPR”** means the provisions of the EU’s General Data Protection Regulation ((EU) 2016/679) brought into UK national law via the European Union (Withdrawal) Act 2018.

- f. The terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processor**" and "**process**" shall have the same meaning as in the GDPR.

## **2. Compliance with data protection laws**

- a. The parties agree that the Customer is a Controller and the Supplier is a Processor for the processing of Protected Data pursuant to this Agreement.
- b. The Customer shall comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services.
- c. The Supplier shall, and shall procure that its Sub-Processors shall, comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services.

## **3. Obligations and responsibilities**

- a. In the event of any loss or damage to Protected Data, the Customer's sole and exclusive remedy against Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Protected Data from the latest back-up maintained by the Supplier in accordance with the archiving procedure described in its Privacy Policy.
- b. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Protected Data caused by any third party (except Sub-Processors engaged by the Supplier).
- c. The Customer will ensure that it has all necessary appropriate consents and/or notices in place to enable lawful transfer of Protected Data to the Supplier (and its sub-processors) for the duration of this Agreement, and that it has a valid legal basis for the processing of Protected Data in order that the Supplier may lawfully process the Protected Data in accordance with this Agreement on the Customer's behalf.
- d. The Customer warrants that its processing (including transfer to the Supplier) of Protected Data for the purposes of this Agreement does not violate any laws or rights of any third party, including without limitation any Intellectual Property Rights, rights of privacy, or rights of publicity, and is not inconsistent with the terms of any applicable privacy policies.
- e. The Customer warrants that the Protected Data is correct, complete and not misleading at all times during this Agreement, and will update it from time to time as necessary. The Customer and defend, indemnify and hold harmless the Supplier against any Losses that he Supplier may incur as a result of Protected Data not being provided by the Customer, or Protected Data being incorrect, incomplete or misleading.
- f. Either party may, at any time on not less than thirty (30) days' notice, revise this Schedule 1 by replacing it with any applicable controller to processor terms and conditions to comply with the Data Protection Laws (which shall apply when replaced by attachment to this Agreement).

## **4. Instructions**

- a. The Supplier shall only process the Protected Data in accordance with Section 1 of Part B of this Schedule.
- b. The Supplier will inform the Customer if any instruction from the Customer relating to the Protected Data infringes or may infringe any Data Protection Law.

## **5. Security**

- a. Subject to clause 3. a, the Supplier shall implement appropriate technical and organisational measures to protect the Protected Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access. The technical and organisational security measures which the Supplier shall have in place are set out in Part B to this Schedule.

## **6. Sub-processing**

- a. The Supplier will not permit any processing of Protected Data by any third party (except Supplier Staff, who are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written permission of the Customer, except
  - i. as required for the proper performance of the Services, or
  - ii. where such processing is required by any applicable law, regulation or public authority.
- b. The Supplier shall notify the Customer in a timely manner of all Sub-Processors it engages.
- c. Prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, the Supplier shall appoint each Sub-Processor under a written agreement containing data protection obligations that provide at least the same level of protection for Protected Data as those in this Schedule.
- d. The Supplier shall remain fully liable to the Customer under this Agreement for all the acts and omissions of each Sub-Processor and each of the Supplier Staff as if they were its own.
- e. Where a Sub-Processor is engaged by the Supplier, the Supplier shall carry out adequate due diligence to ensure that the Sub-Processor is capable of providing the level of protection for Protected Data required by this Schedule.
- f. The Customer acknowledges that Protected Data may be shared with or transferred to Sub-Processors located outside the jurisdiction of its own or the Supplier's country of incorporation, in order for the Supplier to perform the Services and the Supplier's other obligations under this Agreement. Such sharing or transferring of Protected Data to Sub-Processors will be subject to clause 6. e above.

## **7. Assistance**

- a. The Supplier shall, taking into account the nature of the processing, provide reasonable assistance to the Customer and at the Customer's cost, insofar as this is possible, to enable the Customer to respond to requests from a Data Subject seeking to exercise their rights under Data Protection Laws.
- b. In the event that such request is made directly to the Supplier, the Supplier shall promptly inform the Customer of the same.
- c. The Supplier shall to the extent required by Data Protection Laws, taking into account the nature of the processing and the information available to the Supplier, provide the Customer with commercially reasonable assistance, at the Customer's cost, with data protection impact assessments (as such term is defined in Data Protection Laws) or prior consultations with any Data Protection Supervisory Authority that the Customer is required to carry out under Data Protection Laws.

## **8. Data Subject requests**

- a. The Supplier will record and promptly (and in any event within three (3) days of receipt) refer all requests and communications received from Data Subjects or any Data Protection Supervisory Authority to the Customer which relate (or which may relate) to any Protected Data.
- b. The Supplier will not respond to any requests or communications without the Customer's express written approval and strictly in accordance with the Customer's instructions unless and to the extent required by law.

## **9. Audits and records**

- a. The Supplier will, in accordance with Data Protection Laws, make available to the Customer such information in the Supplier's possession or control as the Customer may reasonably request with a view to demonstrating the Supplier's compliance with the obligations of data processors under Data Protection Laws in relation to its processing of Protected Data.
- b. The Customer may exercise its right to audit under Data Protection Laws through the Supplier providing:
  - i. an audit report not older than 18 months by an independent external auditor demonstrating that the Supplier's technical and organisational measures are suitable and appropriate; and
  - ii. additional information in the Supplier's possession or control to a Data Protection Supervisory Authority when it requests or requires additional information in relation to the data processing activities carried out by the Supplier under this Schedule.

## **10. Breach**

- a. The Supplier shall promptly (and in any event within 24 hours) notify the Customer if it (or any of its Sub-Processors or the Supplier Staff) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data.
- b. The Supplier shall promptly (and in any event within 24 hours) provide all information as the Customer requires to report the circumstances referred to in paragraph 19 (above) to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.

## **11. Return/Deletion of Protected Data**

- a. Upon termination or expiry of the Agreement, the Supplier shall at the Customer's election, promptly (and in any event, within 30 days of the expiry of the Agreement) delete or return to the Customer the Protected Data (including existing copies) in the Supplier's possession by secure file transfer, save to the extent that the Supplier is required by any applicable law to retain some or all of the Protected Data.

## **12. Survival**

- a. This Schedule shall survive termination or expiry of the Agreement for any reason.

## **PART B**

### **Section 1 - Data processing**

Processing of the Protected Data by the Supplier under this Schedule shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Section 1 of Part B.

**Subject-matter of processing:**

The Supplier's provision of the Services and any related technical support to Customer.

**Duration of the processing:**

The term of this Agreement, plus the period from expiry of the term until return/deletion of all Protected Data by the Supplier in accordance with this Schedule.

**Nature and purpose of the processing:**

The Supplier will Process Protected Data for the purpose of providing the Services and any related technical support to the Customer in accordance with this Schedule.

**Type of Personal Data:**

- names, email addresses, physical addresses.

**Categories of Data Subjects:**

Protected Data will concern the following categories of Data Subjects:

- Data Subjects about whom the Supplier collects Protected Data in its provision of the Services; and/or
- Data Subjects about whom Protected Data is transferred to the Supplier in connection with the Services by, at the direction of, or on behalf of Customer.

**Section 2 - Minimum technical and organisational security measures**

Without prejudice to its other obligations, the Supplier shall implement appropriate technical and organisational measures to ensure an appropriate level of security for Personal Data. The Supplier shall provide the Customer with details of all such technical and organisational measures on reasonable written notice from the Customer.

**Section 3 – Sub-Processors engaged by the Supplier**

As at **date**

Sub-processor	Country	Address	Function
<b>Company Name</b>	<b>Enter details</b>	<b>Enter details</b>	<b>Enter details</b>
<b>EXAMPLE: Amazon Web Services Inc</b>	<b>USA</b>	<b>410 Terry Avenue North, Seattle, WA, 98109-5210</b>	<b>Cloud computing platform</b>

EXAMPLE: Loggly	USA	1 Post Street, 4th Floor – McKesson Building, San Francisco, CA, 94104	Log analysis and log monitoring



## STATEMENT OF WORK

### CONTRACT DETAILS

<b>Contract Number</b>	Customer SOW###
<b>Customer Name</b>	Customer Name
<b>Project Name</b>	Project Name
<b>Contact at Customer</b>	TBC
<b>Email address of Customer Contact</b>	TBC
<b>Mobile Telephone Number of Customer Contact</b>	TBC
<b>Location of Services</b>	TBC - Customer Site, Supplier Offices and Remotely as needed
<b>Supplier Engagement Delivery Manager</b>	TBC
<b>Project Period</b>	## Months
<i>Start Date</i>	DD-MONTH-YYYY
<i>End Date</i>	DD-MONTH-YYY

### SPECIFICATION

**Scope and Objectives**      Enter details

**Services**      **Supplier is to provide:**  
                     Enter details

**Deliverables**      **Supplier is to deliver:**  
                     Enter details, including details of any Service Levels

**Milestones**      See Charges section

**Acceptance Criteria** Successful completion of deliverables/milestones - presented by **EDM** to Customer with clear supporting articles documented in the Status Updates and Reviews section below.

**Assumptions** **Enter details**

**Caveats** **Enter details**

## CHARGES

**Pre-Approved Expenses** **£XX**

**Service Charges:** **£TOTAL (excl VAT) as detailed in the table below**

**OR**

**State expected charges based on T&M and refer to or include rate card**

**Include details if invoicing in a different currency**

DELIVERABLES, MILESTONES, CHARGES						
Deliverables	Charging Mechanism					Total Service Fee
	% complete fee	Milestone 1 (DD/MM/YY)	Milestone 2 (DD/MM/YY )	Milestone 3 (DD/MM/YY )	Project Close (DD/MM/YY )	
		AA%	BB%	CC%	DD%	
PROJECT DELIVERABLE 1: (##% of Contract Value)		££££	££££	££££	££££	£SUB-TOTAL
PROJECT DELIVERABLE 2: (##% of Contract value)		££££	££££	££££	££££	£SUB-TOTAL
PROJECT DELIVERABLE 3: (##% of Contract Value)		££££	££££	££££	££££	£SUB-TOTAL
						<b>£TOTAL</b>

**Other Charges:** Include any known additional charges for equipment or materials (if not included in fixed price)

**Invoice Frequency:**

(for fixed price) upon delivery of milestones as set out in the table above

OR

(for T&M) give agreed invoicing frequency if different to monthly invoicing

OR

(or use both options if using T&M and fixed price hybrid)

**Payment Terms:** only needed if different from 30 days.

<b>CONTRACT MANAGEMENT</b>
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**Resources and/or equipment to be provided by Customer**

Supplier will provide and use its own IT equipment unless specific Customer policies restrict these practices, in which case Customer will provide relevant IT equipment for the delivery of the Services. If provided, no equipment from Customer will be used for the Supplier's business or personal usage and will only be used in performance of the Services.

**Format and frequency of Customer communications including status updates and reviews**

Supplier will provide regular reporting activity (as required) to the Customer through a nominated Engagement Delivery Manager (EDM) demonstrating to Customer that deliverables and milestones laid out within are being met.

This activity will include (but not be limited to):

- + Project Reporting Status with RAG position and utilisation against deliverables/milestones
- + RAID Log documenting any Risks, Issues or Dependency concerns
- + Knowledge Capture Report to document any specific process/procedure or tool required to deliver services
- + Financial Report documenting commercial position against deliverables/milestones including any relevant PO drawdown position

**Other conditions**

None

**Termination Notice Period (for SOW only)**

28 days' notice from Supplier  
 28 days' notice from Customer

**Acceptance of Statement of Work:**

For and on behalf of the Supplier

For and on behalf of the Customer

Signed

\_\_\_\_\_

Signed

\_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_