

# Terms & Conditions

G-Cloud Framework

## Contact

[gcloud@netbuilder.com](mailto:gcloud@netbuilder.com)

**Dated 15<sup>th</sup> April 2024**

**NETbuilder Digital Limited**

(Trading as NETbuilder)

and

**[PARTY 2]**

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**Master Agreement**

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This Agreement is dated the [ XX ] day of [ XXXXXX ] 20[XX].

## BETWEEN

- (1) NETbuilder Digital Limited Trading as NETbuilder, incorporated and registered in England and Wales with company number 10074099, whose registered office is at 93-94 Queens Road, Brighton, BN1 3XE, United Kingdom (the "**Company**");
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the "**Supplier**").

## BACKGROUND

- (A) The Supplier is in the business of providing the Available Services.
- (B) The Company wishes to obtain and the Supplier wishes to provide the Available Services on the terms set out in this Agreement.

## IT IS HEREBY AGREED

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

#### 1.1 Definitions:

**"Affiliate"** means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

**"Applicable Data Protection Laws"** means:

- (a) To the extent UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- (b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

**"Applicable Laws"** means all applicable laws, statutes, regulations [and codes] from time to time in force.

**"Available Services"** means the services as set out in Schedule 1.

**"Background IPR"** means Intellectual Property Rights which the Supplier uses in relation to an SoW which arise or are developed by the Supplier prior to or independently of entry into, and not in contemplation of, the SoW.

**"Business Day"** means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**"Business Hours"** means the period from [9.00 am to 5.30 pm] on any Business Day.

**"Change Order"** has the meaning given in clause 8.1.

**"Client"** means any client of the Company in relation to which the Supplier is to provide any Services.

**"Company's Manager"** means the individual identified as such in a Statement of Work, as appointed pursuant to clause 6.1.2.

**"Company Materials"** means all documents, information, items and materials in any form (whether owned by the Company or a third party), which are provided by the Company to the Supplier in connection with the Services including the items provided pursuant to clause 6.1.4.

**"Company Personal Data"** means any personal data which the Supplier processes in connection with this Agreement, in the capacity of a processor on behalf of the Company, including personal data in relation to which a Client may ultimately be the controller.

**[Contract] ...**

**"control"** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of Control shall be construed accordingly.

**"Deliverables"** means any outputs of the Services to be provided by the Supplier to the Company as specified in a Statement of Work and any other documents, products and materials provided by the Supplier to the Company in relation to the Services (excluding the Supplier's Equipment).

**"EU GDPR"** means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

**"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"Key Personnel"** means the Supplier's Manager and the individuals identified as key personnel in a Statement of Work, or any replacement individuals appointed by the Supplier pursuant to clause 5.3.4 or clause 5.3.5.

**"Mandatory Policies"** means the Company's business policies notified as being mandatory and provided in writing by the Company to the Supplier from time to time.

**"Milestones"** means a date by which a part or all of the Services are to be completed, as set out in a Statement of Work.

**"Reference Charges"** means the standard charges for the Available Services or the framework for calculating them as set out in Schedule 3.

**"Services"** means those of the Available Services which are provided by the Supplier under a Statement of Work, including services which are incidental or ancillary to the such services.

**"SoW Charges"** means the sums payable for the Services as set out in a Statement of Work.

**"Statement of Work"** or **"SoW"** means the detailed plan, agreed in accordance with clause 3 (Statements of Work), describing the services to be provided by the Supplier, the timetable for their performance and the related matters listed in the template statement of work set out in Schedule 2.

**"Supplier's Equipment"** means any equipment, including tools, systems, cabling or facilities, provided by the Supplier, its agents, subcontractors or consultants to the Company and used directly or indirectly in the supply of the Services, including any such items specified in a SoW.

**"Supplier's Manager"** means the individual identified as such in a SoW, or any replacement individual appointed by the Supplier pursuant to clause 5.3.4 or clause 5.3.5, being the person responsible for managing the Services on behalf of the Supplier.

**"Supplier Personal Data"** means any personal data which the Supplier processes in connection with this Agreement, in the capacity of a controller.

**"TUPE"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended).

**"UK GDPR"** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

- 1.9 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to **writing** or **written** includes email.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 A reference to **this Agreement** or to any other agreement or document is a reference to this Agreement or such other agreement or document, in each case as varied or novated from time to time.
- 1.13 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. COMMENCEMENT, DURATION AND BENEFIT**

- 2.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 18 (Termination), until either party gives to the other party written notice to terminate. Such notice shall be served no earlier than the **[first]** anniversary of the Commencement Date and shall expire on the completion of all Statements of Work entered into before the date on which it is served.
- 2.2 If there are no uncompleted Statements of Work as at the date notice to terminate is served under clause 2.1, such notice shall terminate this Agreement with immediate effect.
- 2.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 2.1.
- 2.4 The Company may procure any of the Available Services by agreeing a Statement of Work with the Supplier pursuant to clause 3 (Statements of Work).
- 2.5 The Supplier shall provide the Services from the date specified in the relevant Statement of Work.
- 2.6 This Agreement is for the benefit of each Affiliate of the Company, such that an SoW may be entered into by any such Affiliate and such SoW shall be governed by this Agreement with references to the Company to be interpreted as references to the Affiliate of the Company which has entered the SoW.

## **3. STATEMENTS OF WORK**

- 3.1 Each SoW shall be agreed in the following manner:
- 3.1.1 the Company shall ask the Supplier to prepare a draft SoW for Available Services required by the Company;
- 3.1.2 as soon as reasonably practicable and in any event within 5 Business Days of the Company's request, the Supplier shall notify the Company of any additional information it reasonably requires in order to prepare a SoW;

- 3.1.3 as soon as reasonably practicable and in any event within 10 Business Days of receipt of the required information from the Company, the Supplier shall provide the Company with the draft SoW requested;
- 3.1.4 the Supplier and the Company shall discuss and agree that draft SoW; and
- 3.1.5 both parties shall sign the draft SoW when it is agreed.
- 3.2 Unless otherwise agreed, the SoW Charges shall be calculated in accordance with the Reference Charges.
- 3.3 Once a SoW has been agreed and signed in accordance with clause 3.1.5, no amendment shall be made to it except in accordance with clause 8 (Change control) or clause 23 (Variation).
- 3.4 Each SoW shall be part of this Agreement and shall not form a separate contract to it.

#### **4. TUPE ON EXIT**

If TUPE is applicable when a SoW comes to an end (either by expiry or termination), the provisions of Schedule 4 shall apply.

#### **5. SUPPLIER'S RESPONSIBILITIES**

##### **5.1 The Supplier shall:**

- 5.1.1 provide the Services and the Deliverables in accordance with the SoW;
- 5.1.2 ensure that the Services and Deliverables will conform in all respects with the SoW and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Supplier by the Company;
- 5.1.3 perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 5.1.4 ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
- 5.1.5 co-operate with the Company in all matters relating to the Services, and comply with the Company's instructions;
- 5.1.6 before the date on which the Services are to start, obtain and maintain during the term of the relevant SoW, all necessary licences and consents and comply with all relevant legislation in relation to:
  - (a) the Services; and
  - (b) the installation and use of the Supplier's Equipment.
- 5.1.7 observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Company's or Client's premises (as applicable) from time to time and that have been communicated to it. The Company reserves the right to refuse any of the Supplier's personnel involved in the provision of the Services access to the

Company's or the Client's premises, which shall only be given to the extent necessary for the performance of the Services;

- 5.1.8 hold all Company Materials in safe custody at its own risk, maintain such Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisations;
  - 5.1.9 not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
  - 5.1.10 notify the Company in writing immediately upon the occurrence of a change of Control of the Supplier; and
  - 5.1.11 comply with any additional obligations imposed on it as set out in a SoW.
- 5.2 Time is of the essence in relation to any performance dates or Milestones specified in the SoW for the Supplier. If the Supplier fails to meet the relevant deadlines, then (without prejudice to the Company's right to terminate this Agreement and any other rights it may have), the Company may:
- 5.2.1 refuse to accept any subsequent performance of the Services under the relevant SoW which the Supplier attempts to make;
  - 5.2.2 purchase substitute services from elsewhere and reclaim from the Supplier any additional costs incurred as a result of procuring such services from a third party instead of the Supplier;
  - 5.2.3 hold the Supplier accountable for any loss and additional costs incurred; and
  - 5.2.4 have any sums previously paid by the Company to the Supplier in respect of the affected Services refunded by the Supplier.
- 5.3 In relation to the Supplier's personnel, the Supplier shall:
- 5.3.1 use the Key Personnel identified in the relevant SoW in the provision of the Services;
  - 5.3.2 ensure that all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Supplier to fulfil its obligations under this Agreement;
  - 5.3.3 ensure that the Supplier's Manager has authority to contractually bind the Supplier on all matters relating to the Services (including by signing Change Orders);
  - 5.3.4 promptly inform the Company of the absence (or the anticipated absence) of any of the Key Personnel, and if so required by the Company, provide a suitably qualified replacement for such individual; and
  - 5.3.5 use its best endeavours not to make any changes to the Key Personnel throughout the term of the relevant SoW and obtain the prior written approval

of the Company (such approval not to be unreasonably withheld or delayed) to any replacements for such individuals.

5.4 To the extent that the Supplier's breach of its obligations under this Agreement causes the Company to suffer or incur any liability (including a loss of fees) to a Client, the Supplier will indemnify the Company against all such liability and all reasonable costs and expenses suffered or incurred by the Company in relation thereto. The Company will use reasonable endeavours to minimise any liability to a Client and its associated costs and expenses.

5.5 The Services shall be subject to any acceptance criteria specified in the relevant SoW, and, without prejudice to any other rights that it may have, the Company may require any Services or Deliverables that do not meet the applicable acceptance criteria to be re-delivered within a time specified by the Company and at no additional cost.

## **6. COMPANY'S OBLIGATIONS**

6.1 The Company shall:

6.1.1 provide the Supplier with all necessary co-operation in all matters relating to the Services;

6.1.2 ensure that the Company's Manager has authority to contractually bind the Company on all matters relating to the Services (including by signing Change Orders);

6.1.3 provide or procure access to such of the Company's or the Client's facilities as may reasonably be requested by the Supplier and agreed with the Company in advance, for the purposes of the Services; and

6.1.4 provide to the Supplier all documents, information, items and materials required of the Company under a SoW.

## **7. DEFAULT BY THE COMPANY**

A failure by the Company to comply with the terms of this Agreement can only relieve the Supplier from complying with its obligations under this Agreement with effect from the date on which the Supplier notifies the Company in writing and in reasonable detail of the Company's failure and its effect or anticipated effect on the Services.

## **8. CHANGE CONTROL**

8.1 Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect those changes will have on:

8.1.1 the Services;

8.1.2 the SoW Charges;

8.1.3 the timetable for the Services; and

8.1.4 any of the other terms of the relevant SoW.

- 8.2 If the Company wishes to make a change to the Services:
- 8.2.1 it shall notify the Supplier, providing as much detail as is reasonably necessary to enable the Supplier to prepare the draft Change Order; and
  - 8.2.2 the Supplier shall, as soon as reasonably practicable and in any event within five Business Days of receiving the Company's request at clause 8.2.1, provide a draft Change Order to the Company.
- 8.3 If the Supplier wishes to make a change to the Services, it shall provide a draft Change Order to the Company.
- 8.4 If the Supplier submits a draft Change Order in order to comply with any applicable safety or regulatory requirements and such changes do not affect the nature, scope of, or charges for the Services, the Company shall not unreasonably withhold or delay consent to it.
- 8.5 If the parties:
- 8.5.1 agree to a Change Order, they shall sign it and that Change Order shall amend the relevant SoW; or
  - 8.5.2 are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 33 (Multi-tiered dispute resolution procedure).
- 8.6 The Supplier shall not be entitled to charge for the time it spends on preparing and negotiating Change Orders unless and to the extent agreed in writing by the parties in relation to specific Change Orders.

## **9. CHARGES AND PAYMENT**

- 9.1 In consideration of the provision of the Services by the Supplier, the Company shall pay the SoW Charges, plus VAT to the extent applicable.
- 9.2 Where the SoW Charges are calculated on a time and materials basis:
- 9.2.1 the Supplier's daily fee rates for each individual person as set out in Schedule 3 are calculated on the basis of an eight-hour day, worked during Business Hours;
  - 9.2.2 the Supplier shall not be entitled to charge on a pro rata basis for part days worked by the Supplier's team during Business Hours, unless it has the Company's prior written consent to do so;
  - 9.2.3 the Supplier shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and the Supplier shall indicate the time spent per individual in its invoices.
- 9.3 Where the SoW Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in a SoW.
- 9.4 The Supplier will bear its own costs in providing the Services save to the extent specified in the SoW. To the extent that the Supplier is entitled to charge for any costs pursuant to a SoW, it must submit appropriate VAT receipts and invoices, which will be payable on the same terms as the SoW Charges.

- 9.5 The Supplier shall invoice the Company for the SoW Charges at the intervals specified, or on the achievement of the Milestones indicated, in the SoW. If no intervals are specified, the Supplier shall invoice the Company on satisfactory completion of the Services covered by the SoW.
- 9.6 The Company shall pay each invoice submitted to it by the Supplier within [60] days of receipt to a bank account nominated in writing by the Supplier. The Supplier warrants that the bank details that it supplies to the Company are correct.
- 9.7 If the Services are being provided for the purposes of services being provided by the Company to a Client, payment of the SoW Charges to the Supplier shall be subject to receipt by the Company of the corresponding fees due from the Client.
- 9.8 If the Company fails to make a payment due to the Supplier under this Agreement by the due date then, without limiting the Supplier's remedies under clause 18 (Termination), the Supplier shall be entitled to charge the Company interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%.
- 9.9 If the Company disputes a payment in good faith, then the interest payable under clause 9.8 is only payable after the dispute is resolved, on sums found or agreed to be due, from 60 days after the dispute is resolved until payment.
- 9.10 The Company may, at any time set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, the Company may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Company of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

## **10. AUDIT**

- 10.1 The Supplier shall allow the Company (or its professional advisers) to access the Supplier's premises, personnel, systems and relevant records to verify that the SoW Charges and any other sums charged to the Company under this Agreement are accurate.
- 10.2 Subject to the Supplier's confidentiality obligations, the Supplier shall provide the Company (and its professional advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 10.3 The Company shall provide at least five Business Days' notice of its intention to conduct an audit and any audit shall be conducted during Business Hours, with reasonable efforts to be taken to keep disruption to the Supplier's business to a minimum.
- 10.4 The Company and its professional advisers shall have the right to take copies of any records which they reasonably require and remove such copies and the Supplier shall provide the necessary facilities to assist in copying free of charge.

## **11. INTELLECTUAL PROPERTY RIGHTS**

### **11.1 In relation to the Company Materials:**

- 11.1.1 the Company and its licensors shall retain ownership of all Intellectual Property Rights in the Company Materials; and
- 11.1.2 the Company grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Company Materials for the term of this Agreement for the purpose of providing the Services to the Company.

### **11.2 In relation to the Deliverables:**

- 11.2.1 the Supplier assigns to the Company, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables save to the extent that they comprise Background IPR;
- 11.2.2 the Supplier grants to the Company, or shall procure the direct grant to the Company of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify any Background IPR in the Deliverables for the purpose of receiving and using the Services and the Deliverables in its business; and
- 11.2.3 the Company may sub-license the rights granted in clause 11.2.1:
  - (a) to its Affiliates, Clients and Clients' Affiliates; and
  - (b) to third parties for the purpose of the Company's or Clients' receipt of services similar to the Services;and Clients may sub-license such rights to the same extent;
- 11.2.4 the Supplier shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction; and
- 11.2.5 the Supplier shall, promptly at the Company's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Company may from time to time require for the purpose of securing for the Company all right, title and interest in and to the Intellectual Property Rights assigned to the Company in accordance with clause 11.2.1.

### **11.3 The Supplier:**

- 11.3.1 warrants that the receipt, use and onward supply of the Services and the Deliverables by the Company and its permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- 11.3.2 shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs and all other professional costs and expenses, and any liability

of the Company to any Client) suffered or incurred or paid by the Company arising out of or in connection with any claim brought against the Company for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables.

11.4 If the Supplier is required to indemnify the Company under clause 11.3.2, the Company shall:

11.4.1 notify the Supplier in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 11.3.2 (**IPR Claim**);

11.4.2 allow the Supplier, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, always provided that the Supplier shall obtain the Company's prior approval of any settlement terms, such approval not to be unreasonably withheld;

11.4.3 provide the Supplier with such reasonable assistance regarding the IPRs Claim as is required by the Supplier, subject to reimbursement by the Supplier of the Company's costs so incurred; and

11.4.4 not, without prior consultation with the Supplier, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Supplier considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Company into disrepute.

## **12. PROTECTION OF INTERESTS**

12.1 The Supplier acknowledges that the relationship with each Client belongs to the Company. The Supplier accordingly covenants with the Company that it shall not (and shall procure that none of its Affiliates shall), either during the term of this Agreement or for a period of 24 months after its expiry or termination (except with the prior written consent of the Company) solicit or entice away (or attempt to solicit or entice away) the business or customer of any Client in relation to whom the Supplier has provided any Services or whose details have been provided to the Supplier by the Company with a view to the Supplier providing Services in relation to such Customer.

12.2 Each party covenants with the other that it shall not (and shall procure that none of its Affiliates shall), either during the term of this Agreement or for a period of 12 months after its expiry or termination (except with the prior written consent of the other party) solicit or entice away (or attempt to solicit or entice away) from the employment or service of the other party or any of its Affiliates the services of any Restricted Person other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the other party. A "**Restricted Person**" shall mean any firm, company or person employed or engaged by the relevant party or any of its Affiliates during the term of this agreement whether as principal, agent, employee, independent contractor or in any other form of employment or engagement.

## **13. INSURANCE**

During the term of this Agreement and for a period of at least 3 years after the expiry or termination of this Agreement, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance at an amount not less than

£5,000,000 and shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

**14. COMPLIANCE WITH LAWS AND POLICIES**

14.1 In performing its obligations under this Agreement, the Supplier shall comply with:

14.1.1 the Applicable Laws; and

14.1.2 the Mandatory Policies.

14.2 The Supplier will inform the Company as soon as it becomes aware of any changes in the Applicable Laws.

**15. DATA PROTECTION**

15.1 For the purposes of this clause 15, the terms **Commissioner, controller, data subject, personal data, personal data breach, processor** and **processing**, shall have the meaning given to them in the UK GDPR.

15.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

15.3 The parties shall include as a schedule to any SoW under which the Supplier is to process any Company Personal Data on behalf of the Company the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.

15.4 To the extent that the Supplier processes any to Company Personal Data on behalf of the Company (including as a sub-processor where the Company processes such data on behalf of a Client), the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject to be processed shall be set out in the relevant SoW, and the Supplier undertakes to:

15.4.1 process that Company Personal Data only on the documented instructions of the Company (including this Agreement and the SoW), unless the Supplier is required by Applicable Laws to otherwise process that Company Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Company Processor Data, the Supplier shall promptly notify the Company of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Company on important grounds of public interest. The Supplier shall immediately inform the Company if, in the opinion of the Supplier, the instructions of the Company infringe Applicable Data Protection Laws;

15.4.2 implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Company Personal Data and against its accidental loss, damage or destruction, including inter alia as appropriate:

(a) the pseudonymisation and encryption of Company Personal Data;

- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to Company Personal Data in a timely manner in the event of a physical or technical incident; and
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

In assessing the appropriate level of security the Supplier shall take into account in particular of the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Company Personal Data transmitted, stored or otherwise processed.

- 15.4.3 ensure, and procure that that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- 15.4.4 promptly assist the Company in responding to any request from a data subject and in ensuring compliance with the Company's obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, the Supplier shall promptly notify the Company if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of Company Personal Data;
- 15.4.5 notify the Company without undue delay (and no later than 36 hours) after becoming aware of a personal data breach, and on suspecting the same, the Supplier shall promptly conduct an initial assessment to determine, with a reasonable degree of certainty, whether the event or incident qualifies for notification to the Company under this clause 15.4.5 and shall provide a copy of this initial assessment along with such notification];
- 15.4.6 at the written direction of the Company, irretrievably delete or return to the Company all Company Personal Data on termination or expiry of the agreement, and certify to the Company in writing it has done so, unless the Supplier is required by Applicable Law to continue to process that Company Personal Data, in which case the Supplier shall promptly notify the Company, in writing, of what that Applicable Law is and shall only be permitted to process that Company Personal Data for the specific purpose so-notified, and all other requirements set out in this clause 15 shall continue to apply to such Company Personal Data notwithstanding the termination or expiry of this Agreement for as long as such Company Personal Data is processed by the Supplier; and
- 15.4.7 maintain adequate records, and, on the Company's request, make available such information as the Company may reasonably request, and allow for and submit its premises and operations to audits, including inspections, by the Company or the Company's designated auditor, to demonstrate its compliance with Applicable Data Protection Laws and this clause 15.

- 15.5 The Supplier shall not, without the prior written consent of the Company (and in any event subject to the Supplier providing the Company with reasonable evidence that such activity is being undertaken in full compliance with Applicable Data Protection Laws):
- 15.5.1 appoint or replace (or change the terms of the appointment of) any other processor in relation to Company Personal Data or transfer any Company Personal Data to the same; or
  - 15.5.2 carry out, via itself or via any other processor, any processing of Company Personal Data, or transfer any Company Personal Data, outside the UK, including processing Company Personal Data on equipment situated outside of the UK.
- 15.6 The Company may, at any time on not less than 30 days' notice, revise clause 15.4 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).
- 15.7 The Supplier shall indemnify and keep the Company indemnified from and against any and all costs, damages and expenses of any kind arising from any claim or demand brought by any person, data subject, Commissioner or other supervisory authority as a result of any breach or alleged breach by Supplier of any Applicable Data Protection Law or its obligations under liability for losses arising from breaches of this clause 15.
- 16. CONFIDENTIALITY**
- 16.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any of any of its Affiliates, except as permitted by clause 16.2.
- 16.2 Each party may disclose the other party's confidential information:
- 16.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16; and
  - 16.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 16.4 Each party shall procure that its Affiliates comply with this clause 16 as if they were a party to this Agreement.

## **17. LIMITATION OF LIABILITY**

- 17.1 References to liability in this clause 17 (Limitation of liability) apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 17.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 17.3 Nothing in this clause 17 shall limit the Company's payment obligations under this Agreement.
- 17.4 Nothing in this Agreement shall limit the Supplier's liability under:
- 17.4.1 Any indemnity given by the Supplier in this Agreement; and
- 17.4.2 Clause 16 (Confidentiality).
- 17.5 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:
- 17.5.1 death or personal injury caused by negligence; or
- 17.5.2 fraud or fraudulent misrepresentation.
- 17.6 Subject to clause 17.2 (no limitations in respect of deliberate default), clause 17.4 (liability under identified clauses) and clause 17.5 (liabilities which cannot legally be limited):
- 17.6.1 neither party shall be liable to the other in respect of any indirect or consequential loss or damage whatsoever; and
- 17.6.2 each party's total liability to the other shall not exceed 200% of the SoW Charges payable in respect of the SoW in relation to which the liability has arisen.

## **18. TERMINATION**

- 18.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 18.1.1 the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
- 18.1.2 the other party repeatedly breaches any of the terms of this Agreement 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;
- 18.1.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;

- 18.1.4 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 any of its creditors [other than (being a company) 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];
- 18.1.5 the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- 18.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) 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;
- 18.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- 18.1.8 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- 18.1.9 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- 18.1.10 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 the other party's assets and such attachment or process is not discharged within 14 days;
- 18.1.11 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 18.1.3 to clause 18.1.10 (inclusive);
- 18.1.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 18.1.13 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.
- 18.2 The Company may terminate this Agreement or any SoW with immediate effect by giving written notice to the Supplier if there is a change of Control of the Supplier.
- 18.3 The Company may terminate any SoW for the provision of Services in relation to a particular Client if the Company's contract with that Client is terminated for any reason. The Company shall give written notice to the Supplier of any such termination that is equivalent in time to the length of notice of termination in relation to the termination of the Company's contract with the Client.

## **19. OBLIGATIONS ON TERMINATION AND SURVIVAL**

### **19.1 Obligations on termination or expiry**

19.1.1 the Supplier shall immediately deliver to the Company all Deliverables whether or not then complete, and return all Company Materials. If the Supplier fails to do so, then the Company may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement; and

19.1.2 the Supplier shall, if so requested by the Company, provide all assistance reasonably required by the Company to facilitate the smooth transition of the Services to the Company or any replacement supplier appointed by it including the assistance as set out in the relevant Statements of Work.

### **19.2 Survival**

On termination or expiry of this Agreement:

19.2.1 All existing Statements of Work shall terminate automatically.

19.2.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

19.2.3 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 or expiry shall not be affected.

## **20. INADEQUACY OF DAMAGES**

Without prejudice to any other rights or remedies that the Company may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Supplier. Accordingly, the Company shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

## **21. FORCE MAJEURE**

21.1 **"Force Majeure Event"** means any circumstance not within a party's reasonable control including, without limitation:

21.1.1 acts of God, flood, drought, earthquake or other natural disaster;

21.1.2 epidemic or pandemic;

21.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

21.1.4 nuclear, chemical or biological contamination or sonic boom;

- 21.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- 21.1.6 collapse of buildings, fire, explosion or accident; and
- 21.1.7 interruption or failure of a utility service.
- 21.2 Provided it has complied with clause 21.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 21.3 The Affected Party shall:
  - 21.3.1 as soon as reasonably practicable after the start of the Force Majeure Event notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
  - 21.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 21.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 30 days, the party not affected by the Force Majeure Event may terminate this Agreement by giving written notice to the Affected Party.

## **22. ASSIGNMENT AND OTHER DEALINGS**

- 22.1 The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 22.2 The Company may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, provided that it gives prior written notice of such dealing to the Supplier.

## **23. VARIATION**

Subject to clause 8 (Change control), no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **24. WAIVER**

- 24.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 24.2 A failure or delay by a party to exercise 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 prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**25. RIGHTS AND REMEDIES**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**26. SEVERANCE**

26.1 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.

26.2 If any provision or part-provision of this Agreement is deemed deleted under clause 26.1 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.

**27. ENTIRE AGREEMENT**

27.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

27.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this Agreement.

**28. CONFLICT**

If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Statements of Work, the provisions of this Agreement shall prevail.

**29. NO PARTNERSHIP, AGENCY OR EMPLOYMENT**

29.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

29.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

29.3 The parties do not intend that this Agreement or any SoW will make any Supplier personnel an employee or worker of the Company or any Client. The Supplier shall be exclusively responsible for all costs, taxes, levies and other liabilities relating to the personnel used by it to perform this Agreement and any SoW and will indemnify the Company against all consequences of any claim that the Company or any Client is responsible for any such cost.

### **30. THIRD PARTY RIGHTS**

Save in respect of rights expressed in favour of Clients, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

### **31. NOTICES**

31.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

31.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

31.1.2 sent by email to the address specified in a SoW, but only in relation to that SoW.

31.2 Any notice shall be deemed to have been received:

31.2.1 if delivered by hand, at the time the notice is left at the proper address;

31.2.2 if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or

31.2.3 if sent if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 31.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

31.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### **32. COUNTERPARTS**

32.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

32.2 Transmission of an executed counterpart of this Agreement or the executed signature page of a counterpart of this Agreement] by email (in PDF, JPEG or other agreed format) shall take effect as transmission of an executed "wet-ink" counterpart of this Agreement.

32.3 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

### **33. MULTI-TIERED DISPUTE RESOLUTION PROCEDURE**

33.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

33.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant

supporting documents. On service of the Dispute Notice, the Company's Manager and the Supplier's Manager shall attempt in good faith to resolve the Dispute;

33.1.2 if the Company's Manager and the Supplier's Manager are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to a director of each of the Company and the Supplier who shall attempt in good faith to resolve it; and

33.1.3 if the directors of each party are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 28 days after the date of the ADR notice.

33.2 If the Dispute is not resolved within 60 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days, or the mediation terminates before the expiration of the said period of 60 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 35.

33.3 The parties shall not be prevented by this clause 33 from commencing or continuing court proceedings in relation to the Dispute under clause 35 which clause shall apply at all times.

#### **34. GOVERNING LAW**

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

#### **35. JURISDICTION**

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

**This contract** has been entered into on the date stated at the beginning of it.

## **SCHEDULE 1 - Available services**

[LIST OF THE AVAILABLE SERVICES].

## **SCHEDULE 2 - Template statement of work**

[separate document for the time being]

### **SCHEDULE 3 - Reference charges and payment terms**

**[Unless charges will be specified in each SoW, they can be set out here – the following are examples. It is also useful to set out default day rates etc here]**

**Fixed price:** [PRE-AGREED PRICES FOR PARTICULAR SERVICES OR METHOD OF CALCULATING FIXED PRICE]

**Time and materials:**

- Daily rates: [DAILY RATES FOR MEMBERS OF THE SUPPLIER'S TEAM]
- Weekend/overtime rates: [WEEKEND/OVERTIME RATES OF MEMBERS OF THE SUPPLIER'S TEAM]

**Additional charges:** The following materials and services procured from third parties shall be invoiced to the Company in addition to the Charges: [DETAILS OF THIRD PARTY MATERIALS AND SERVICES TO BE CHARGED IN ADDITION TO THE CHARGES]

**Payment terms:** [PAYMENT TERMS FOR PARTICULAR SERVICES]

## SCHEDULE 4 - TUPE on exit

### 1. PERSONNEL

1.1 In this Schedule 4 the following definitions apply:

1.1.1 **New Supplier:** another party chosen by the Company to take over the provision of all or part of the Services.

1.1.2 **Returning Employees:** those persons listed in a Schedule to be agreed by the parties prior to the Subsequent Transfer Date who it is agreed were employed by the Supplier wholly and/or mainly in the Services immediately before the Subsequent Transfer Date.

1.1.3 **Subsequent Transfer Date:** means the date or dates on which there is a transfer of responsibility for the provision of the Services or part of the Services between the Supplier and the Company and/or a New Supplier (as the case may be).

1.2 The parties acknowledge and agree that where all or part of the Services cease to be provided by the Supplier for any reason and where all or part of the Services continue to be provided by the Company and/or a New Supplier, it is not the intention that there should be a relevant transfer for the purposes of TUPE, but that there may be a relevant transfer of the Returning Employees to the Company and/or the New Supplier for the purposes of TUPE. If there is such a transfer, the employment of the Returning Employees shall transfer to the Company and/or the New Supplier in accordance with TUPE with effect from the Subsequent Transfer Date.

1.3 Save where the parties reasonably believe that there will be no relevant transfer for the purposes of TUPE, the parties shall co-operate in agreeing a list of Returning Employees prior to the Subsequent Transfer Date, and shall co-operate in seeking to ensure the orderly transfer of the Returning Employees to the Company and/or the New Supplier.

1.4 The Supplier shall not later than six months prior to the expiry of this Agreement or any SoW (or, if later, within 10 days of notice being given of termination of this Agreement or an SoW) to the extent lawfully permitted provide the Company with the following details:

1.4.1 a list of those personnel engaged in the Services (**Potential Returning Employees**);

1.4.2 job title, age, length of continuous services, current remuneration, benefits, and notice periods of the Potential Returning Employees;

1.4.3 terms and conditions of employment of the Potential Returning Employees, including any particulars that the Supplier is obliged to give under section 1 of the Employment Rights Act 1996;

1.4.4 any current disciplinary or grievance proceedings ongoing in respect of the Potential Returning Employees and any such proceedings in the preceding two years;

- 1.4.5 any claims, current or which the Supplier has reasonable grounds to believe will be brought by the Potential Returning Employees or their representatives or which have been brought in the preceding two years;
- 1.4.6 all benefit schemes or arrangements (whether contractual or not) applicable in respect of the Potential Returning Employees; and
- 1.4.7 information on any collective agreements which will have effect in relation to the Potential Returning Employees after the Subsequent Transfer Date pursuant to TUPE.

The Supplier shall provide updates of the details listed above at regular intervals to be specified by the Company.

- 1.5 The Supplier shall indemnify the Company (both for itself and a New Supplier) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Company and/or a New Supplier in connection with or as a result of:

- 1.5.1 any claim or demand by any Returning Employee or a trade union or other body or person representing a Returning Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Supplier on or before the Subsequent Transfer Date;
- 1.5.2 any failure by the Supplier to comply with its obligations under 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 Company and/or New Supplier to comply with its or their duties under regulation 13 of TUPE; and
- 1.5.3 a claim by any person who transfers or alleges that they have transferred to the Company or the New Supplier but whose name is not included in the list of Returning Employees.

- 1.6 If TUPE applies to transfer the employment of any person employed by the Supplier to the Company or any New Supplier then if the Company or such New Supplier shall serve a notice terminating the employment of such person within six months after the date of such transfer, the Supplier shall indemnify the Company (for itself and a New Supplier) in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which the Company is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages.

Signed by [NAME OF DIRECTOR]

.....

for and on behalf of **NETbuilder Digital  
Limited**

Director

Signed by [NAME OF DIRECTOR]

.....

for and on behalf of [NAME OF **Company**]

Director