

# <PROJECT TITLE>

## NEXT 15 STATEMENT OF WORK

### STATEMENT OF WORK (SUPPLY OF SERVICES)

This is a Statement of Work under which **we** (Next 15, as defined below) agree to supply Services to **you** (our customer, as defined below), subject to the terms set out or incorporated into this Statement of Work.

### DATED

The date of this Statement of Work is the date on which the last party to sign it does so.

### PARTIES

NEXT 15 GROUP PLC registered in the UK under number 01579589 whose registered office is at of 60 Great Portland Street, London W1W 7RT (**us, we, our, Next 15**) and

**XXXX** registered under number **XXXXX** whose registered office is at **XXXXX** (**you, your, [COMPANY NAME]**)

Each a **party**, and collectively as the **parties**.

### AGREED TERMS

#### TERMS INCORPORATED INTO THIS STATEMENT OF WORK

This is a Statement of Work between the parties set out above. This Statement of Work forms a separate contract between the parties that incorporates the following terms:

- The terms set out in the body of this Statement of Work.
- The description of the Services and Deliverables in schedule 1.
- The proposed timescales and/or project plan in schedule 2.
- The charges in schedule 3.
- The special terms in schedule 4.
- The glossary of defined terms in schedule 5.
- Our **general terms** for the supply of services attached at schedule 6.

#### DEFINED TERMS

Unless otherwise specified in the glossary of defined terms in **schedule 5**, defined terms used in this Statement of Work are as specified in our general terms.

## EFFECTIVE DATE

The **Effective Date** of this Statement of Work is **[insert date]**.

## SERVICES AND DELIVERABLES

### SERVICES AND DELIVERABLES

The **Services** and **Deliverables** to be supplied under this Statement of Work are described in **schedule 1**.

### ASSUMPTIONS AND YOUR RESPONSIBILITIES

The assumptions underlying the project, and your responsibilities, are described in **schedule 1**.

## TIMESCALES AND PROJECT PLAN

The proposed timescale for supply of the Services and Deliverables is set out in **schedule 2**. To the extent that it is not included in the description of the Services and Deliverables in **schedule 1**, **schedule 2** also sets out the outline project plan for delivery of the Services and Deliverables. If this Statement of Work is intended to have a specific **Term** (other than as described in our general terms) then this will also be set out in **schedule 2**.

## CHARGES

The charges for the Services and Deliverables are set out in **schedule 3**; payment terms are as set out in our general terms, unless specified otherwise in **schedule 3**.

## SPECIAL TERMS

To the extent that this Statement of Work is subject to special terms that add to, or amend, our general terms, these special terms are set out in **schedule 4**; if there are no special terms, **schedule 4** will state **not applicable**.

## GENERAL TERMS

Our general terms that are incorporated into this Statement of Work are attached at **schedule 6**.

## SIGNATURES

This Statement of Work (incorporating all of the terms specified above) is signed on behalf of each of the parties as set out below:

<b>SIGNED</b> on behalf of NEXT 15 by:  Signature:  Name:	<b>SIGNED</b> on behalf of [NAME OF CUSTOMER] by:  Signature:  Name:
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Role:	Role:
Date:	Date:

## SCHEDULE 1: SERVICES AND DELIVERABLES

### BACKGROUND

[EXPLAIN BACKGROUND TO PROJECT, TO HELP UNDERSTAND THE DESCRIPTION OF THE SERVICES THAT FOLLOWS]

### SERVICES BY PHASE

#### PHASE ONE: [NAME OF PHASE ONE]

##### KEY STAGES

This phase of the project involves [NUMBER] stages:

- [LIST]
- [LIST]

##### KEY ACTIVITIES

This breaks down into the following key activities:

- [LIST]
- [LIST]

##### EXPECTED OUTCOMES

The expected outcomes of this part of the project are:

- [LIST]
- [LIST]

#### PHASE TWO: [NAME OF PHASE TWO]

##### KEY STAGES

This phase of the project involves [NUMBER] stages:

- [LIST]
- [LIST]

##### KEY ACTIVITIES

This breaks down into the following key activities:

- [LIST]
- [LIST]

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### EXPECTED OUTCOMES

The expected outcomes of this part of the project are:

- [LIST]
- [LIST]

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### PHASE THREE: [NAME OF PHASE THREE]

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#### KEY STAGES

This phase of the project involves [NUMBER] stages:

- [LIST]
- [LIST]

---

#### KEY ACTIVITIES

This breaks down into the following key activities:

- [LIST]
- [LIST]

---

### EXPECTED OUTCOMES

The expected outcomes of this part of the project are:

- [LIST]
- [LIST]

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### DELIVERABLES BY PHASE

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#### [PHASE ONE]

The Deliverables will be:

- [LIST]
- [LIST]

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#### [PHASE TWO]

The Deliverables will be:

- [LIST]

- [LIST]

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## [PHASE THREE]

The Deliverables will be:

- [LIST]
- [LIST]

## GENERAL ACTIVITIES

Throughout the process, we will be responsible for:

- Adopting a time boxed approach to the work and reviewing and agreeing the priorities on an ongoing basis with you.
- Scheduling status reviews with the core [NAME OF CUSTOMER] team.
- [LIST ACTIVITY]
- [LIST ACTIVITY]

## YOUR RESPONSIBILITIES

You will be responsible for:

- [LIST ACTIVITY]
- [LIST ACTIVITY]
- [LIST ACTIVITY]

## SCHEDULE 2: TIMESCALES AND PROJECT PLAN

The project as whole is expected to run for an overall period of about [number] weeks, as follows:

- [Phase One]: expected to start [WHEN] and take [HOW MANY] weeks.
- [Phase Two]: expected to start [WHEN] and take [HOW MANY] weeks.
- [Phase Three]: expected to start [WHEN] and take [HOW MANY] weeks.

Timings are approximate and will be subject to agreement between the parties as the project develops.

## SCHEDULE 3: CHARGES

### SUMMARY OF FEE STRUCTURE

The fee is based on the anticipated resource requirements over a period of [NUMBER] weeks, utilising a combination of Director, Lead Consultant, Consultant and Designer (**Rate Card** set out below). We will structure the process as a time and materials project – this means we will:

- Agree with you what to focus our energy on, and how to best prioritise our work
- Only charge you for the time we use (estimates of likely charges set out below).

Charges will be due on a monthly basis in arrears, based on time spent multiplied by applicable rates as set out in the Rate Card.

[The total charges set out below are estimates only, but if it appears likely that the estimates will be exceeded then we will consult you in advance to agree what to do.][The total charges set out below are the maximum amounts that we will charge you for the applicable phase of the project, and charges for each phase will not exceed the amounts shown below unless agreed otherwise with you in advance]. **[DELETE SECTION NOT APPLICABLE]**

### ESTIMATED TOTAL CHARGES

Phase	Estimated Fee (ex VAT)
Phase One	£[AMOUNT]
Phase Two	£[AMOUNT]
Phase Three	£[AMOUNT]
<b>ESTIMATED TOTAL</b>	<b>£[TOTAL AMOUNT]</b>

### RATE CARD

Personnel	Rate (ex VAT)
Director	£[RATE]
Lead Consultant	£[RATE]
Consultant	£[RATE]
Designer	£[RATE]

## SCHEDULE 4: SPECIAL TERMS

### SPECIAL TERMS

[Insert special terms applying to this Statement of Work otherwise insert N/A].

## SCHEDULE 5: DEFINITIONS

### DEFINED TERMS

Defined terms used in this Statement of Work are as set out in our general terms, except as follows:

**[term]** [definition]

**[term]** [definition]

**[term]** [definition]

**[term]** [definition]

**[term]** [definition]

## SCHEDULE 6: GENERAL TERMS - SUPPLY OF SERVICES

### INTRODUCTION

These are general terms that apply to the supply of services, as described in more detail below.

### THE SUPPLY OF SERVICES

These terms apply to the supply of services by **us, Next 15 to you**, our customer described in the Statement of Work (as explained below).

### STATEMENT OF WORK

These terms form part of (and are incorporated into) a separate detailed description of:

- The services to be supplied (the **Services**);
- The person (**you**, our customer) to whom the Services are to be supplied; and
- Any other specific terms intended to apply to the supply of the Services concerned.

This detailed description will be set out in a separate document or inter-related set of documents and will be referred to as a **Statement of Work**.

### EACH STATEMENT OF WORK WILL BE A SEPARATE CONTRACT

Each Statement of Work will form a separate contract between us and you, on the terms set out in the Statement of Work and in these terms which (except to the extent that the Statement of Work specifically says otherwise) are to be treated as being incorporated by reference into the Statement of Work. The Statement of Work may contain specific terms that are intended to vary the effect of these terms and, if there is any conflict between the specific terms of the Statement of Work and these terms, then the specific terms of the Statement of Work will take precedence to the extent of the conflict concerned.

### THE DATE ON WHICH THE STATEMENT OF WORK COMES INTO EFFECT

The Statement of Work will be treated as coming into effect on (and lasting from) the date specified in the Statement of Work (the **Effective Date**). If the Effective Date is not specified in the Statement of Work, then it should be treated as being the date on which the Statement of Work is signed by the last party to do so.

### THE TERM OF THE STATEMENT OF WORK

The Statement of Work will remain in effect until it is terminated in accordance with its terms. Some general terms relating to termination are set out in these terms (see **HOW AND WHEN CAN THE STATEMENT OF WORK BE TERMINATED**, below), and these may be overridden or supplemented by the specific terms of the Statement of Work. The period during which the Statement of Work

remains in effect will be referred to as the **Term**, and the date on which it terminates will be referred to as the **Termination Date**.

## EACH STATEMENT OF WORK WILL BE TREATED SEPARATELY

Except to the extent provided otherwise by the specific terms of each of the Statements of Work concerned, termination of the Statement of Work will not affect any other Statement of Work, which will continue in effect until separately terminated in accordance with its terms.

## THE SERVICES

The Services to be provided will be as described in the Statement of Work. As well as describing the Services, the Statement of Work may also include terms which are specific to those Services, such as: a project plan or other timetable for delivery of the Services; particular standards that the Services are expected to achieve; and specific exclusions from the Services. We will not have to provide you with any Services except as described in the Statement of Work.

## SERVICE HOURS

The Services will be provided during the hours specified in the Statement of Work; if no hours are specified in the Statement of Work, the Services will be provided during **Working Hours** (and provision of Services outside Working Hours may involve additional charges, provided that these are agreed with you in advance of the relevant Services being provided).

## DELIVERABLES

The Services may involve the production and/or supply by us of deliverable items, for example: functional specifications; designs (such as graphics, brands, logos, wireframes or functional designs); reports or other documents; photographs; or video; any such deliverable items being referred to as a **Deliverable**. Deliverables will be as specified and (where appropriate) described in the Statement of Work. Unless specifically stated otherwise in the Statement of Work, Deliverables will be supplied in digital format. We will not have to provide you with any Deliverables except as described in the Statement of Work.

## CO-OPERATION

The parties acknowledge and agree that effective co-operation between them will be important to the successful provision of the Services. Each party agrees: to use all reasonable endeavours, consistent with its other obligations under the Statement of Work, to enable and facilitate the timely and effective delivery of the Services in accordance with the Statement of Work; and to co-operate with the other party and to provide all assistance reasonably requested by the other party as necessary to achieve the timely and effective delivery of the Services in accordance with the Statement of Work.

## ASSISTANCE FROM YOU

You will provide or arrange for the provision: of reasonable access to, and reasonable co-operation by, your staff; and/or of any facilities or information reasonably requested by us; in each case as reasonably necessary in order to enable and assist us to provide the Services. This will be provided within a reasonable time of any request by us and (unless the Statement of Work specifically states otherwise) without charge.

## PROVISION OF SERVICES AT OR FROM YOUR PREMISES

If in order to provide the Services it is necessary for our staff to visit or work at your premises, we will ensure that our staff observe all health and safety rules and regulations and any other reasonable security requirements that apply at any relevant premises from time to time and that you have communicated to us in writing beforehand.

## ISSUES ARISING IN RELATION TO THE SERVICES

In the event that either party becomes aware of any issues with the provision of the Services (including any issues arising from the behaviour of the other party or the other party's compliance with its obligations in under the Statement of Work), then it will raise and explain the issues concerned with the other party as soon as reasonably possible, and will discuss any issues that are raised and co-operate with the other party in good faith in order to try and agree a resolution to the issues concerned.

## CHANGES TO THE SERVICES OR THE DELIVERABLES

Either party may propose changes to the Services and/or the Deliverables and otherwise to the Statement of Work, 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 (or set of documents) setting out the proposed changes and the effect those changes will have on:

- the Services;
- the Deliverables;
- the charges;
- the project plan or timetable for provision of the Services; and/or
- the terms of the Statement of Work.

If the parties agree to a Change Order, they shall sign it and that Change Order shall amend the Statement of Work accordingly.

## CALCULATION OF CHARGES

The charges for particular Services to be provided under the Statement of Work will be agreed and set out in the Statement of Work. If no charges are specified for particular Services in the Statement of Work then, unless otherwise agreed in writing, the Services will be provided on a time and materials basis in accordance with the rate card specified in the Statement of Work or (if no rate card is specified) our standard rates applying at the time the relevant Services are provided, such charges to be due monthly in arrears.

## OUT-OF-POCKET EXPENSES

Unless otherwise specified in the Statement of Work, our charges will not include reasonable out-of-pocket expenses incurred by us in the provision of the Services, which (subject to provision of copies of relevant receipts) will be chargeable by us in addition to the charges and will be due monthly in arrears. These expenses may include travelling expenses to and from your premises where our staff are required to be at your premises for the purpose of provision of the Services. Expenses incurred will be in accordance with your normal expenses policy, provided that this has been agreed with us and is specified in the Statement of Work.

## INVOICING AND PAYMENT OF CHARGES AND EXPENSES

Charges and expenses will be due as set out in the Statement of Work, or as above. We may invoice for the charges and expenses when they become due. You will pay our invoices within thirty days of receiving them.

## INTEREST ON LATE PAYMENT

If you are late in paying any of our invoices, we may charge interest on all unpaid amounts. Interest will be due from the date of the invoice until the date of payment and will continue to be due and payable even if we obtain a judgment from a court in relation to any claim for payment of the invoice. The rate of interest per year will be 4% above the Bank of England base rate.

## VAT

Charges and expenses are ex-VAT (or any other relevant taxes on supplies) unless expressly stated otherwise in the Statement of Work, and (subject to presentation of an appropriate VAT invoice) you must pay VAT (or other relevant taxes) in addition to the amounts concerned.

## GENERAL WARRANTIES

We warrant that the Services will be provided:

- With reasonable care and skill.
- By means of appropriately qualified and experienced personnel.
- In accordance with Good Industry Practice.
- In accordance with Applicable Law.
- In accordance in all material respects with the description of the Services concerned specified in the Statement of Work, and otherwise in accordance with the terms of the Statement of Work.
- In accordance with any timescale specified in the Statement of Work with respect to the Services concerned or, if no timescale is specified, within a reasonable time.

## WARRANTIES SPECIFIED IN THE STATEMENT OF WORK

The Statement of Work may specify warranties in addition to those set out above and, in that case, the Services will be provided in accordance with those specific warranties.

#### IN THE EVENT OF A BREACH OF WARRANTY

In the event of a breach by us of any of the warranties in the Statement of Work: you must notify us as soon as possible once you become aware of the breach of warranty concerned, and provide us with reasonable detail about why you believe a breach has occurred; and before you exercise any other right or remedy in relation to the breach (and irrespective of whether you have notified us of the breach of warranty or not), you must give us a reasonable opportunity to rectify the breach by repeating the provision of the relevant Services without additional charge to you, provided that we do so within a reasonable time.

#### NO OTHER WARRANTIES ETC.

Except as expressly set out in the Statement of Work and in these terms, and subject to **LIABILITY NOT EXCLUDED OR LIMITED** below, we do not give or enter into any condition, warranty or other term with regard to the Services or their provision, and all such other conditions, warranties or other terms (including any which might otherwise be implied by law) are excluded.

#### LIABILITY NOT EXCLUDED OR LIMITED

Neither party's liability arising under or in relation to any Statement of Work and in relation to:

- Death or personal injury;
- Fraud, or fraudulent misrepresentation;
- For any sum due in the normal course of performance of the Statement of Work (excluding sums due under any indemnities, which are dealt with below); or
- Under any express indemnity set out in the Statement of Work or in these terms (unless the indemnity concerned is expressly stated to be subject to a limit on liability, in which case that limit shall apply);

is excluded or limited.

#### EXCLUDED TYPES OF LOSS

Subject to **LIABILITY NOT EXCLUDED OR LIMITED** above, neither party shall be liable under or in relation to any Statement of Work for damages or any other form of compensation (whether such liability arises due to breach of contract, negligence, misrepresentation or for any other reason) in respect of any of the following types of loss:

- Loss of profit or revenue (except where the Statement of Work is wrongfully terminated by you, in which case this will not exclude any claim that we might otherwise have had for loss of profit or revenue arising from the relevant breach of contract by you);
- Loss of, or damage to, goodwill;
- Loss of, or damage to, software or data;

- Loss of use of software or data; or
- Indirect, consequential or special loss (regardless of whether or not the party concerned was aware, or ought reasonably to have been aware, that any such loss might arise).

## LIMITS ON LIABILITY

Subject to **LIABILITY NOT EXCLUDED OR LIMITED** and **EXCLUDED TYPES OF LOSS** above, the liability of each party under or in relation to the Statement of Work for damages or any other form of compensation (whether such liability arises due to breach of contract, negligence, misrepresentation or for any other reason) shall be limited as follows:

- **In respect of each claim**, to the amount specified in the Statement of Work as being the limit applying in respect of each claim or, if no such limit is specified in the Statement of Work, to an amount equal to 120% of the total amount of charges due under the Statement of Work in the period of twelve months immediately preceding the month in which the relevant claim arose; and
- **In the aggregate (in respect of all claims together, regardless of their number)**, to the amount specified in the Statement of Work as being the aggregate limit applying in respect of all claims or, if no such limit is specified in the Statement of Work, to GBP 1 million.

## CLAIMS MUST BE NOTIFIED WITHIN THREE YEARS

Subject to **LIABILITY NOT EXCLUDED OR LIMITED** above, any claim by either party under or in relation to the statement of work must be notified to the other party in writing (providing at the same time reasonable details of the claim concerned, including the nature and extent of any recoverable loss or damage suffered as a result, so far as it is known at the time) within three years of the end of the month in which the claim arose, otherwise the claim concerned will lapse.

## INSURANCE

We will take out and maintain, throughout the Term of the Statement of Work, and for at least twelve months thereafter, professional indemnity insurance (covering our negligence and breach of the Statement of Work in the performance of the Services) with a reputable UK-based insurance company to a limit of not less than GBP 10 million per claim. On request from you, we will provide you with written confirmation from our broker or the relevant insurance company that the relevant insurance is in force.

## CONFIDENTIALITY

We will keep confidential any confidential information which you provide to us in connection with the Statement of Work and you will do the same in relation to any confidential information which we provide to you. Confidential information will include all information marked as being confidential and any other information which ought reasonably to be assumed to be confidential (whether due to its nature, the circumstances in which it is disclosed or otherwise). These obligations as to confidentiality will not apply to any information which is:

- Available to the public other than because of any breach of these terms;
- When it is provided, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others;
- Independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or
- Required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure.

## DATA PROTECTION

If, in the course of providing the Services, we process any personal data on your behalf (so that we act as a processor on your behalf of the relevant personal data), the terms set out in appendix 2 will apply to the processing of the personal data concerned.

## TERMINATION AUTOMATICALLY OR ON NOTICE

The Statement of Work will terminate, or may be terminated, as follows:

- In accordance with any specific right to terminate it set out in the Statement of Work.
- If the Statement of Work relates to Services to be supplied for a single, discrete period of time specified in the Statement of Work (and not for recurring periods as set out below), the Statement of Work will terminate automatically at the end of the specified period, unless it is extended by agreement between the parties.
- If the Statement of Work relates solely to a discrete project which, once it is completed, will not involve any ongoing Services being provided under the same Statement of Work, the Statement of Work will terminate automatically once each party's obligations under the Statement of Work have been completely fulfilled, unless it is extended by agreement between the parties.
- If the Statement of Work relates to Services which are provided on a recurring periodic basis (for example, where Services are provided for an initial period and then for recurring renewal periods until terminated), the Statement of Work may be terminated by either party by giving not less than three months' notice to the other, such notice to expire at the end of the initial period or any succeeding renewal period.

## TERMINATION BECAUSE OF INSOLVENCY

Either party may terminate the Statement of Work immediately by notice to the other party if the other party (a) suspends (or threatens to suspend) payment of its debts or the continuation of all or a substantial part of its business, is unable or deemed unable to pay its debts as they fall due, begins negotiations with any class of its creditors with a view to rescheduling any of its debts, is the subject of a court order for winding-up, has a receiver appointed over its assets (or entitles any person to appoint one), or enters into any compromise or arrangement with its creditors or is the subject of a notice, resolution or order for or in connection with its winding-up (other than for the sole purpose of a solvent amalgamation or solvent reconstruction); or (b) 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 those outlined in (a).

#### TERMINATION BECAUSE OF BREACH (OTHER THAN NON-PAYMENT)

Either party may terminate the Statement of Work immediately by notice to the other party if:

- The other party materially breaches any term of the Statement of Work and it is not possible to remedy that breach; or
- The other party materially breaches any term of the Statement of Work and it is possible to remedy that breach, but the other party fails to do so within thirty days of being asked to do so.

This clause will not apply to any non-payment by you, which shall be governed instead by the clause below.

#### TERMINATION BECAUSE OF NON-PAYMENT

We may terminate the Statement of Work immediately by notice to you if:

- You have failed to pay any sums due under the Statement of Work by the date on which it is supposed to have paid in accordance with the Statement of Work;
- We have notified you that the sums are overdue and that, if they remain unpaid for a further thirty days, we intend to terminate the Statement of Work; and
- The sums remain unpaid for a further period of thirty days following the date of the notice from us as set out above.

#### ACCRUED RIGHTS

Termination of the Statement of Work will not affect any accrued rights or liabilities which either party may have under or in relation to the Statement of Work at the time termination takes effect.

#### EFFECT OF TERMINATION OF THE STATEMENT OF WORK

On termination of the Statement of Work:

- Any licences granted or procured under or in accordance with the Statement of Work in relation to any Deliverables that are of have already been delivered to you will remain in effect (and will not terminate).
- Each party shall return to the other any confidential information provided by the other or (at the other's option) destroy it and confirm in writing that this has been done;
- We will cease provision of the Services provided under the Statement of Work.
- If requested to do so by you, we will use our reasonable endeavours to provide you with assistance in relation to the transfer of the provision of the Services provided under the Statement of Work to you or to another third party service provider nominated by you, provided that (except where you have lawfully terminated the Statement of Work because of our material breach) you pay our reasonable charges and expenses incurred in connection

with the provision of such assistance (such costs and expenses to be agreed with you, if not agreed, to be chargeable in accordance with **CALCULATION OF CHARGES**, above).

## OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

The Statement of Work may provide specifically for who owns the Intellectual Property Rights in the Deliverables. Except to the extent specifically provided otherwise by the Statement of Work, and subject to **THIRD PARTY MATERIAL** and **YOUR MATERIAL** below, all of the Intellectual Property Rights relating to each Deliverable shall belong to us, and you will have a licence to use each Deliverable as set out in **LICENCE TO USE DELIVERABLES** below.

## LICENCE TO USE DELIVERABLES

The Statement of Work may provide specifically for the licence of any Intellectual Property Rights in the Deliverables. Except to the extent specifically provided otherwise by the Statement of Work, and subject to **THIRD PARTY MATERIAL** and **YOUR MATERIAL**, below, you will have a non-exclusive, worldwide licence without limit of time to copy and use (and to allow others to copy and use on your behalf) each Deliverable for your own internal business purposes. This licence will be royalty-free, except to the extent specified otherwise in the Statement of Work.

## THIRD PARTY MATERIAL

**Third Party Material** means any software, fonts, graphics packages, musical works or sound recordings or other material (including open source software) the rights to which are owned by someone other than us or any of our affiliates, and which is incorporated by us or our sub-contractors into a Deliverable; it excludes any material the Intellectual Property Rights to which are owned or licensed by a third party and which forms part of Your Material (see **YOUR MATERIAL**, below). Third Party Material is not subject to the licence of Intellectual Property Rights in **LICENCE TO USE DELIVERABLES** above, provided that we will ensure that you will have a non-exclusive worldwide licence to copy and use, and allow others to copy and use on your behalf, the relevant Third Party Material to the extent that this is necessary to enable you to use any relevant Deliverables in accordance with the Statement of Work, subject to the terms of any relevant third party licence that we have notified to you in advance in accordance with the clause below headed **USE OF THIRD PARTY MATERIAL**. This licence will be royalty-free, except to the extent specified otherwise in the Statement of Work or in the relevant third party licence that you have been notified of as set out above. To the extent that any Third Party Material is not incorporated into a Deliverable but is required in order to use it, it will be up to you to obtain a licence to use the Third Party Material concerned; so, for example, if we send you a document in a proprietary format, you may need appropriate software and a licence in order to use it.

## USE OF THIRD PARTY MATERIAL

We will only incorporate Third Party Material into a Deliverable to the extent that we have:

- Notified you of the Third Party Material concerned.
- Obtained your consent to use the Third Party Material.

- Provided you with details of any relevant licence of the Third Party Material (together with any royalties or licence fees) applicable to the Deliverable concerned.

The parties may agree Third Party Material to be included in relation to the Statement of Work, and record this in the Statement of Work, in which case your consent to their inclusion will be treated as having been given, subject to us notifying you of any relevant licensing terms as set out above.

## YOUR MATERIAL

**Your Material** means any material which is provided to us by you (or which you arrange to be provided to us by someone else) for inclusion in, or use in the production of, any Deliverables or in order for us to use it in the provision of the Services. You are responsible for obtaining any licences necessary for use of Your Material as part of any Deliverables, and you will grant (or will arrange the grant) to us for the Term of the Statement of Work a non-exclusive, worldwide, royalty-free licence to copy, adapt and use Your Material for the purposes of producing Deliverables and. Otherwise providing the Services and as otherwise reasonably necessary in order to perform any of our obligations under the Statement of Work. Unless specified otherwise in the Statement of Work, this licence will terminate on termination of the Statement of Work.

## LICENCES GRANTED UNDER THE STATEMENT OF WORK

Except to the extent expressly stated otherwise in the Statement of Work, all rights and licences granted or procured by either party to or for the other under the Statement of Work are non-exclusive will continue indefinitely, unless terminated in accordance with their terms. Either party may terminate a licence granted by it under the Statement of Work by notice to the party to which the licence was granted, in the event that there is a material breach by the other party of the terms on which the licence was granted (as set out in the Statement of Work and in these terms).

## RE-USE OF KNOW-HOW

Subject to the obligations of confidentiality in these terms, we may use or re-use in the course of our business any know-how, techniques, methods of general business or technical knowledge used or developed in the course of providing the services, provided that we will not attempt to memorise or make any specific written records of your confidential information for these purposes.

## INDEMNITY BY US

We will indemnify you against any loss or damage suffered or incurred by you as a result of any claim that the use of or possession by you in accordance with the Statement of Work of any Deliverable infringes the Intellectual Property Rights of any third party, provided that this indemnity will not apply to the extent that the relevant infringement results from:

- Any of Your Material forming part of the relevant Deliverable or the authorised use by us of Your Material.

- The adaptation by you of any relevant Deliverable without our prior specific consent.
- The use by you of any Third Party Material outside the terms of any relevant licence applying to it that has been notified to you in accordance with the Statement of Work.

## INDEMNITY BY YOU

You will indemnify us against any loss or damage suffered or incurred by us as a result of any claim that the use or possession by us in accordance with the Statement of Work of any of Your Material infringes the Intellectual Property Rights of any third party.

## CLAIMS UNDER INDEMNITIES

In relation to any third party claim to which any of the indemnities referred to above relate, the party claiming the benefit of the indemnity shall:

- Allow the other party on request to conduct the defence of the claim (including settlement).
- Make no admission to the claim without the prior consent of the other party.
- Notify the other party as soon as is reasonably practicable of the claim.
- At the expense of the other party, co-operate and assist to a reasonable extent with the other party's defence of the claim.

## DISPUTE RESOLUTION

In the event of any dispute between the parties, then:

- The parties will attend a meeting to attempt to resolve the dispute. Unless agreed otherwise between the parties at the time, this meeting will be treated as being conducted on a "without prejudice" and "subject to contract" basis.
- If the parties are unable to resolve the matter via a meeting, then the parties will try and resolve the claim through mediation under the auspices of the Centre for Dispute Resolution (**CEDR**) in London, by reference to the CEDR Model Mediation Procedure, on the basis that the language of the mediation shall be English.

Nothing in this clause shall prevent either party from immediately seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.

## NON-SOLICITATION OF EMPLOYEES

Each party shall not during the term of the Statement of Work or for a period of six months after the Termination Date of the Statement of Work concerned directly or indirectly:

- Solicit or endeavour to entice away from the other party any Restricted Person.
- Employ or otherwise engage (save in a junior administrative or secretarial capacity) any Restricted Person.

## ASSIGNMENT

Neither party may assign any of its rights or obligations under the Statement of Work without the other party's prior consent.

## SUB-CONTRACTING

We shall be entitled to sub-contract our performance of the Services provided that any sub-contracting shall not relieve us from our obligations to you under this Agreement..

## FORCE MAJEURE

Neither party will be liable for any failure (whether complete or partial) or delay in relation to the performance of its obligations under the Statement of Work where the failure or delay concerned arises from an event beyond the control of the party concerned. A party wishing to rely on this clause:

- Must take all reasonable steps to avoid or reduce the adverse effects of the relevant event; and
- Must as soon as reasonably possible notify the other party in writing of the failure (or potential failure) or delay and the reasons for it, together with an estimate of how long the failure or delay is likely to continue.

If either party fails or delays in the performance of its obligations under the Statement of Work due to an event beyond its control and in circumstances in which this clause applies, and the failure or delay continues for a period of 60 days, then either party may until performance resumes in accordance with the Statement of Work terminate the Statement of Work immediately by notice to the other.

## NOTICES AND CONSENTS

All notices and consents relating to the Statement of Work must be in writing. All variations to the Statement of Work must be agreed, set out in writing and signed on behalf of both parties before they take effect.

## NO OTHER TERMS

Each Statement of Work will set out all of the terms that have been agreed between the parties in relation to the subjects covered by it. Subject to **LIABILITY NOT EXCLUDED OR LIMITED**, above, no other representations or terms shall apply or form part of this agreement or any Statement of Work.

## THIRD PARTY RIGHTS

No term of the Statement of Work is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Statement of Work.

## GOVERNING LAW

The Statement of Work will be governed by English law. Subject to **DISPUTE RESOLUTION PROCEDURE**, above, both parties submit to the exclusive jurisdiction of the English courts in relation to any dispute under or in relation to the Statement of Work.

## APPENDIX 1: DEFINITIONS AND INTERPRETATION

### DEFINED TERMS

Defined terms used are as follows (reference to clauses being to the relevant clauses in the terms to which this appendix forms a part):

<b>Applicable Law</b>	means all United Kingdom legislation, regulation and codes of practice relating to the Services and their provision, compliance with which is mandatory.
<b>Change Order</b>	Defined in the clause headed <b><i>CHANGES TO THE SERVICES OR DELIVERABLES.</i></b>
<b>Data Protection Regulations</b>	<p>All laws applicable to any personal data processed under or in connection with any Statement of Work, including:</p> <p>The Privacy and Electronic Communications Directive 2002/58/EC; the GDPR; the Data Protection Act 2018 and all other national legislation implementing or supplementing any of the foregoing; and all associated codes of practice and other binding guidance issued by any supervisory authority;</p> <p>all as amended, re-enacted and/or replaced and in force from time to time.</p>
<b>Deliverable</b>	Defined in the clause headed <b><i>DELIVERABLES</i></b>
<b>Effective Date</b>	Defined in the clause headed <b><i>THE DATE ON WHICH EACH STATEMENT OF WORK COMES INTO EFFECT</i></b>
<b>GDPR</b>	The General Data Protection Regulation 2016/679.
<b>Good Industry Practice</b>	means all relevant practices and professional standards that would be expected of a well-managed expert service provider providing services similar to the services, taking into account factors such as the period over which they are to be provided and the charges.
<b>Intellectual Property Rights</b>	means all copyright, patent rights, trade or service marks, design right, rights in or relating to databases, rights in or relating to confidential information, and any other Intellectual Property Rights (registered or unregistered) throughout the world including all rights of reversion and rights to any applications and pending registrations and the right to sue for and recover damages for past infringements

<b>Restricted Person</b>	Any person who was known to or worked with either party in connection with the provision of the services and who:  Is employed by the party concerned or engaged as a consultant to the party concerned as at the Termination Date of the Statement of Work; or Has at any time in the period of six months prior to the Termination Date of the Statement of Work been employed by the party concerned or engaged as a consultant to the party concerned;  in either case otherwise than in a junior administrative or secretarial capacity.
<b>Services</b>	Defined in the clause headed <b>STATEMENTS OF WORK</b>
<b>Statement of Work</b>	Defined in the clause headed <b>STATEMENTS OF WORK</b>
<b>Term</b>	Defined in the clause headed <b>THE TERM OF THE STATEMENT OF WORK</b>
<b>Termination Date</b>	Defined in the clause headed <b>THE TERM OF THE STATEMENT OF WORK</b>
<b>Third Party Material</b>	Defined in the clause headed <b>THIRD PARTY MATERIAL</b>
<b>Working Days</b>	means all days other than Saturdays, Sundays and UK bank or public holidays
<b>Working Hours</b>	means 9 am to 5 pm on all Working Days
<b>Your Material</b>	Defined in the clause headed <b>YOUR MATERIAL</b>

## INTERPRETATION

In these terms and in the Statement of Work, unless it says otherwise:

- Paragraph headings in these terms are for ease of reference only, and the headings do not form part of the terms;

- Reference to a person includes a legal person (such as a limited company) as well as a natural person;
- Reference to this agreement of the Statement of Work includes reference to the appendices and appendices and other documents attached to it or incorporated by reference into it (all as amended or added to from time to time);
- Reference to "including" shall be treated as being by way of example and shall not limit the general applicability of any preceding words;
- Reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation; and
- Reference to this agreement or to any Statement of Work shall include reference to it after it has been amended, added to or replaced by a new agreement or Statement of Work (as the case may be).

#### NO APPLICATION OF YOUR STANDARD TERMS

Except to the extent that the Statement of Work explicitly states otherwise, these terms are the only ones that will be incorporated into the Statement of Work, and none of your standard terms will apply. For example, if you issue a purchase order in relation to any of the Services and that purchase order includes or incorporates by reference your standard terms of purchase, then those standard terms of purchase will not apply to the Statement of Work or any other agreement between us and you.

#### NO PARTNERSHIP

Except to the extent expressly stated otherwise, nothing in these terms or in the Statement of Work shall create a partnership between the parties or give the rights of a partner to either party.

## APPENDIX 2: DATA PROTECTION AGREEMENT

### BACKGROUND:

(A) In order to supply all or part of the Services, Next15 may be required to process certain personal data on behalf of [Customer];

(B) The parties are entering into this DPA to comply with data privacy laws and to set out their respective rights and obligations in respect of such processing.

### 1 DEFINITIONS AND INTERPRETATION

1.1 In this DPA the following words shall have the following meanings:

“[Customer] Personal Data”

shall mean personal data:

(a) supplied to Next15 by or on behalf of the [Customer]; and/or

(b) obtained by, or created by, Next15 on behalf of the [Customer] in the course of delivery of Services,

and in each case where such personal data is processed by Next15 for and on behalf of the Customer in the performance of Services.;

“Data Protection Legislation”

has the meaning given in the Agreement;

“EEA”

means the European Economic Area;

“European Law”

means any law in force in the EEA or the United Kingdom, including the Data Protection Legislation;

“International Transfer Requirements”

means the requirements of Chapter V of the GDPR (Transfers of Personal Data to third countries or international organisations);

“Losses”

means losses, damages, liabilities, claims, demands, actions, penalties, fines, awards, costs, and expenses (including reasonable legal and other professional expenses);

“Restricted Country”

means a country, territory or jurisdiction which is not considered by the EU Commission (or in respect of personal data transfers caught by the requirements of UK Data Protection Legislation, the relevant UK governmental or regulatory body as applicable) to offer an adequate level of protection in respect of the processing of personal data pursuant to Article 45(1) of the GDPR;

“Restricted Transfer”

means a transfer of personal data from an entity whose processing of personal data under the Agreement is caught by the requirements of the GDPR and/or UK Data Protection Legislation (as applicable), to an entity that processes the relevant personal data in a Restricted Country;

“Services”

has the meaning given in the Agreement;

“Sub-processors”

has the meaning given in paragraph 3.9;

“UK”

means the United Kingdom; and

1.2 References to “processor”, “controller”, “personal data”, “process”, “processing”, “personal data breach”, “data subject” or “supervisory authority” shall have the same meanings as defined in the GDPR.

1.3 In this DPA:

(a) a reference to the GDPR and/or an Article or Chapter of the GDPR shall, where the context so requires and insofar as the Data Privacy Law(s) is that of the UK, be construed as a reference to the equivalent Data Privacy Law(s) of the UK and/or the corresponding provision of such Data Privacy Law(s); and

(b) a reference to a paragraph or an Appendix is a reference to a paragraph of, or Appendix to, this DPA.

1.4 In the event of any conflict or inconsistency between the terms of this DPA and any other part of the Agreement, this DPA will take precedence.

## 2 ROLES OF THE PARTIES AND PROCESSING ACTIVITIES

2.1 The parties acknowledge and agree that, to the extent that Next15 processes [Customer] Personal Data on behalf of the [Customer] in connection with the provision of Services, Next15 shall be the processor and the [Customer] shall be the controller with respect to such processing.

2.2 Each of the parties acknowledges and agrees that the subject-matter and duration of the processing carried out by Next15 on behalf of the [Customer], the nature and purpose of the processing, the type of personal data and categories of data subjects are accurately documented

in Appendix 1 (which may from time to time be updated by the written agreement of the parties).

### 3 OBLIGATIONS OF NEXT15

3.1 Next15 shall only process the [Customer] Personal Data in accordance with the documented instructions of the [Customer] (including those documented in accordance with Appendix 1, as updated from time to time), unless required to do so by European Law to which Next15 is subject, in which event Next15 shall inform the [Customer] of such legal requirement unless prohibited from doing so by European Law on important grounds of public interest.

3.2 Next15 shall inform the [Customer] if, in Next15's opinion, an instruction given by the [Customer] to Next15 under paragraph 3.1 infringes the Data Protection Legislation.

3.3 Next15 shall ensure that any persons authorised by it to process the [Customer] Personal Data are subject to an obligation of confidentiality.

3.4 Next15 shall implement appropriate technical and organisational measures to ensure that the [Customer] Personal Data is subject to a level of security appropriate to the risks arising from its processing by Next15, taking into account the factors and measures referred to in Article 32 of the GDPR. Such security measures may include:

- (a) the pseudonymisation and encryption of 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 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 the security measures.

3.5 Taking into account the nature of the processing and the information available to Next15, Next15 shall assist the [Customer] with regard to the [Customer]'s compliance with its obligations under the following Articles of the GDPR:

- (a) Article 32 (Security of processing);
- (b) Articles 33 and 34 (Notification and communication of a personal data breach);
- (c) Article 35 (Data protection impact assessment); and
- (d) Article 36 (Prior consultation by the [Customer] with the supervisory authority).

3.6 Without prejudice to the generality of paragraph 3.5, Next15 shall notify the [Customer] without undue delay (and in any event within 48 hours) after becoming aware of a personal data breach. Next15 shall provide such co-operation, assistance and information as the [Customer] may reasonably require in respect of any personal data breach. Without prejudice to the generality of this requirement, Next15 shall provide the [Customer] with the following

information in respect of any personal data breach (insofar as it is possible, at the time of notifying the [Customer] of the relevant personal data breach, or where such information is not available at the point of notification as soon as such information is available):

- (a) the nature of the [Customer] Personal Data, including where possible the categories and approximate number of data subjects concerned and the categories and number of personal data records concerned;
- (b) the likely consequences of the personal data breach;
- (c) the measures taken or proposed to be taken by Next15 to address the personal data breach, including where appropriate measures to mitigate the possible adverse effects; and
- (d) the details of a contact point where more information concerning the personal data breach can be obtained.

3.7 Without prejudice to the generality of paragraph 3.5, Next15 will notify the [Customer] without undue delay (and in any event within 48 hours) of any rights request it receives from a data subject pursuant to Chapter III of the GDPR. Unless otherwise agreed between the parties, Next15 shall not respond to or fulfil such requests itself. Taking into account the nature of the processing, Next15 shall assist the [Customer] by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the [Customer]'s obligation to respond to such requests for exercising a data subject's rights under the GDPR.

3.8 Upon the earlier of:

- (a) termination or expiry of the Agreement; or
- (b) the date on which the [Customer] Personal Data is no longer relevant to, or necessary for, the purposes of providing the relevant Services;

Next15 shall deliver up or destroy (as elected by the [Customer]) such [Customer] Personal Data which is in the possession of, or under the control of, Next15 unless European Law requires Next15 to store such [Customer] Personal Data.

3.9 Notwithstanding any other provision of the Agreement, Next15 shall be entitled to appoint further processors to process the [Customer] Personal Data ("Sub-processors"). The following shall apply in respect of the appointment of Sub-processors:

- (a) the [Customer] shall be deemed to have approved the appointment of the Sub-processors documented in accordance with Appendix 1;
- (b) Next15 shall notify the [Customer] in writing of its intention to engage any additional Sub-processor. Such notice shall give details of the identity of such Sub-processor and the services to be supplied by it;
- (c) Next15 shall only use a Sub-processor that has provided sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the

processing will meet the requirements of the Data Protection Legislation and ensures the protection of the rights of data subjects;

(d) Next15 shall impose, through a legally binding contract between Next15 and the Sub-processor, data protection obligations on the Sub-processor that are in all material respects equivalent to those set out in this DPA (including, to the extent applicable, the requirements of paragraph 5) and which in any event meet the requirements set out in the Data Protection Legislation;

(e) the [Customer] shall be entitled to object to the proposed appointment of the Sub-processor where it reasonably considers that such appointment will not comply with the requirements of this paragraph 3.9. The [Customer] shall be deemed to have approved the engagement of the Sub-processor if it has not served a notice in writing on Next15 objecting to such an appointment within 14 days of the date that the notice is deemed to be received by the [Customer] in accordance with paragraph 3.9(b);

(f) where the [Customer] objects to the proposed appointment, Next15 will use commercially reasonable efforts to continue to provide the Services without the use of the relevant Sub-processor. Where Next15 is unable to continue to provide the Services despite having used such commercially reasonable efforts, Next15 shall have no liability for any failure to provide the Services in accordance with the Agreement; and

(g) Next15 shall remain fully liable for all acts or omissions of the Sub-processors as if they were acts or omissions of Next15.

3.10 Next15 shall keep at its normal place of business a written record of its processing of [Customer] Personal Data and of its compliance with its obligations set out in this DPA ("Records"). Next15 shall permit the [Customer], its third party representatives or a supervisory authority or its third party representatives access to inspect, and take copies of, the Records and any other relevant information held at any premises or on systems used in connection with the processing of the [Customer] Personal Data, for the purpose of auditing compliance with Next15's obligations under this paragraph 3. Next15 shall give any and all necessary assistance in respect of the conduct of such audits.

#### 4 OBLIGATIONS OF THE [CUSTOMER]

4.1 The [Customer] shall ensure that:

(a) the supply to Next15 of [Customer] Personal Data by or on behalf of the [Customer] for the purposes of processing undertaken by Next15 and its permitted Sub-processors shall comply with the Data Protection Legislation;

(b) there is a lawful basis in respect of Next15's (and any permitted Sub-processor's) processing of the [Customer] Personal Data and data subjects have been provided with a privacy policy or notice that complies with the requirements of Article 13 and/or 14 of the GDPR in respect of such processing; and

(c) the instructions given by the [Customer] to Next15 by operation of paragraph 3.1 shall comply with the Data Protection Legislation.

## 5 RESTRICTED TRANSFERS

Between the parties

5.1 The parties acknowledge and agree that to the extent the transfer of [Customer] Personal Data from the [Customer] to Next15 is considered a Restricted Transfer, the parties shall enter into a separate addendum to implement a transfer mechanism to ensure that the Restricted Transfer complies with the International Transfer Requirements.

By Next15

5.2 The [Customer] acknowledges and agrees that [Customer] Personal Data may be transferred by Next15 to Sub-processors located in a Restricted Country, which may be considered a Restricted Transfer. In the event of the transfer being considered a Restricted Transfer, Next15 shall enter into a transfer mechanism to ensure that the Restricted Transfer meets the International Transfer Requirements, and Next15 shall provide details of the relevant transfer mechanism on request.

Failure of transfer mechanism

5.3 The parties acknowledge and agree that to the extent either party considers (acting reasonably) that the use of the relevant lawful transfer mechanism relied on in respect of a Restricted Transfer under paragraph 5.2 is no longer an appropriate lawful transfer mechanism to legitimise the relevant Restricted Transfer pursuant to the International Transfer Requirements, the Restricted Transfer shall be suspended and the parties shall work together in good faith to agree and put in place an alternative lawful transfer mechanism or such other supplementary measures to enable the Restricted Transfer to continue.

5.4 In addition to paragraph 5.3, the parties will each use commercially reasonable efforts to ensure that the Services can continue to be provided in all material respects in accordance with the Agreement despite the suspension of the Restricted Transfer.

5.5 Without prejudice to Supplier's obligations under paragraphs 5.3 and 5.4, Next15 shall have no liability under the Agreement for any inability to provide the relevant Services in accordance with the Agreement as a result of the suspension of a Restricted Transfer pursuant to paragraph 5.3.

## 7 LIABILITY FOR LOSSES

Where, in accordance with the provisions under Article 82(3) of the GDPR, both parties are responsible for the act, or omission to act, resulting in the payment of Losses by a party or both parties then a party shall only be liable for that part of such Losses which is in proportion to its respective responsibility.

Any exclusions and limitations of liability set out in the Agreement shall apply in respect of Next15's liability under or in connection with this Schedule.



## Appendix 1

### Details of processing

<b>Subject matter of processing:</b>	The provision by Next15 of [insert subject matter: e.g. advertising and creative services to the [Customer]], as set out in the Agreement.
<b>Duration of the processing:</b>	[Insert expected duration of processing, e.g. the period for which Next15 will be providing the Services to the [Customer] under the Agreement.]
<b>Nature and purpose of the processing:</b>	[Insert description of nature, e.g. the facilitation by Next15 of the necessary arrangements with Suppliers such as publishers and other intermediaries to enable the [Customer]'s digital advertising to be seen by audiences online.]  [Insert description of processing, e.g. to optimise and enhance digital advertising campaigns in order to further the [Customer]'s business objectives.]
<b>Categories of data subject:</b>	[Insert description, e.g. audiences of the [Customer]'s advertising, and the [Customer]'s customers.]
<b>Type of personal data:</b>	[Insert description, e.g. online identifiers such as cookies and tags (for the avoidance of doubt, Next15 facilitates the flow of this data between the [Customer] and Suppliers but Next15 itself only has access to aggregated and anonymised data).]  [Insert description, e.g. the [Customer]'s customer email addresses.]
<b>Location of processing:</b>	[Insert location of processing, e.g. the United Kingdom]

### Permitted Sub-processors and location of processing

<b>Name</b>	<b>Services</b>	<b>Location</b>	<b>Data Transfer Mechanism (if applicable)</b>

<p><i>Set out name and registered address of Sub-processor</i></p>	<p><i>Set out services to be provided by Sub-processor</i></p>	<p><i>Include location</i></p>	<p><i>To the extent personal data is being transferred outside the EEA [or UK], include details of lawful mechanism e.g. standard model clauses, binding corporate rules?</i></p>
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