



Terms & Conditions G-Cloud-14

This Framework Agreement is made on the <<Date>>

Between:

- (1) Qualyfi Limited, a Company registered in England under number 14083000 whose registered office is at 3rd Floor, 86-90 Paul Street, London EC2A 4NE ("the Supplier")
and
- (2) <<Name of Customer>> [a Company registered in England under number <<Customer Registration Number>> whose registered office is at <<insert Address>> ("Customer")

1. Definitions

1.1 In this Agreement, the following expressions have the following meanings:

"Agreed Purpose"	means the purpose of (i) providing the Services to the Customer in accordance with the provisions of this Agreement.
"Agreement"	means this Framework Agreement including its Schedules.
"Commencement Date"	means the date of this Agreement.
"Force Majeure Cause"	means a cause that falls within Clause 11 of this Agreement.
"Relevant Services Contract Terms"	means, in relation to each type of Service, the set of supplementary terms and conditions set out in a Schedule headed by the name or description of that particular type of Service, and those terms and conditions shall apply to any Statement of Works for that type of Service.
"Service"	means any service(s) of any one or more of the following types: <ul style="list-style-type: none"> • Placement Services • Training Services • Professional Services • Recruitment Services
"Services Contract"	means an agreement made for the provision of Service(s) by the Supplier to the Customer and the purchase of the same by the Customer.
"Shared Personal Data"	means data that is provided by one party to the other in respect of a Qualyfi Consultant providing Services to the Customer.

“Statement of Works”	means the means a document attached to a Services Contract which details Services to be performed and delivered under this Agreement.
“Term”	means the term of this Agreement including its Schedules.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to this Agreement;
 - 1.2.5 an Appendix is an appendix to the Schedule
 - 1.2.6 an Exhibit is an annex to a Services Contract; and
 - 1.2.7 a "party" or the "parties" refer to the parties to this Agreement.
- 1.3 Reference in this Agreement to a Clause or paragraph is a reference to a Clause or paragraph of this Agreement (other than the Schedules)
- 1.4 Reference in a Services Contract to a Clause or paragraph is a reference to a Clause or paragraph of that Services Contract;
- 1.5 Where any provision of this Agreement is deemed by this Agreement also to be incorporated in a Services Contract, then where there is any reference in this Agreement to “this Agreement”, that reference shall in that Services Contract be deemed to refer instead (as necessary or appropriate to give proper effect to that Services Contract as intended by this Agreement) to “the Services Contract”.
- 1.6 The headings used in this Agreement and in a Services Contract are for convenience only and shall have no effect upon the interpretation of it.
- 1.7 Words imparting the singular number shall include the plural and vice versa.
- 1.8 References to any gender shall include the other gender.
- 1.9 References to persons shall include corporations.

2. Purpose of this Agreement

The purpose of this Agreement is to:

- 2.1 provide a means whereby the parties may enter into Services Contracts;
- 2.2 provide the framework to administer each Services Contract; and
- 2.3 set out the terms and conditions that are to apply to each Services Contract.

3. Term

This Agreement shall take effect on the Commencement Date and end on the fifth anniversary of the Commencement Date unless sooner terminated in accordance with the provisions of this Agreement.

4. Scope of this Agreement

- 4.1 This Agreement governs the relationship between the parties in relation to the supply of any Service by the Supplier to the Customer;
- 4.2 The parties agree that each Services Contract made for a Service shall be deemed to comprise and incorporate:
 - 4.2.1 the relevant Statement of Works;
 - 4.2.2 the Relevant Services Contract Terms applicable to that Service as provided by this Agreement, as if those Relevant Services Contract Terms were set out in the Statement of Works; and
 - 4.2.3 the provisions of this Agreement such that those provisions shall apply and be interpreted in that context in such manner as best achieves the proper purpose of this Agreement and the Services Contract.
- 4.3 No additional or other terms and conditions of or communicated by or on behalf of either party to the other party shall be incorporated in any Services Contract nor shall any such terms or conditions be of any effect. In particular, and for the avoidance of doubt, it is hereby confirmed that no Relevant Services Contract Terms shall form part of or apply to a Services Contract for a particular Service if according to this Agreement they are only applicable to another particular type of Service;
- 4.4 Each Services Contract shall be a separate legally binding agreement on the parties;
- 4.5 Unless and until a Services Contract for any particular Service is entered into by the parties, there shall be no binding agreement between them in relation to that Service;
- 4.6 The term of each Services Contract shall be as provided by that Services Contract, it shall expire or be terminated in accordance with the terms of that Services Contract and, unless otherwise agreed in writing by both parties, that Services Contract may validly provide for it to extend beyond the expiry or termination of this Agreement, and the expiry or any termination of this Agreement shall not have the effect of terminating any Services Contract; and
- 4.7 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Schedule or Services Contract, the provision in the body of this Agreement shall take precedence.

5. Relevant Services Contract Terms

Where the Supplier is to provide, under a Services Contract, a type of Service listed below, the set of Relevant Services Contract Terms shown next to that

Service below (and set out in a Schedule) shall apply to that Services Contract but none of the other sets of Relevant Services Contract Terms shall apply to that Services Contract:

Type of Service	Relevant Services Contract Terms and Schedule Number
Training Services	Schedule One: Training Services Contract Terms

6. Data Protection

6.1 In this Clause 6:

6.1.1 “Data Protection Legislation” means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK GDPR”), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended; and

6.1.2 “personal data means personal data as defined in the UK GDPR

6.2 Each party undertakes that it has an appropriate registration or notification with all and any relevant data protection authorities to the extent required by the Data Protection Legislation.

6.3 To the extent that the Customer and the Supplier collect and otherwise process Shared Personal Data, in whatever form, each party shall comply with all Data Protection Legislation and shall not do anything to cause the other party to be in breach of the Data Protection Legislation in respect of the Shared Personal Data. Without prejudice to any other provisions of this Agreement, any material or persistent breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect on written notice.

6.4 The parties acknowledge that the Customer and the Supplier are each a Controller for the purposes of the Data Protection Legislation in respect of the Shared Personal Data.

6.5 In relation to the Shared Personal Data provided to a party hereunder (“Receiver”) the Receiver shall:

6.5.1 ensure that it has all necessary notices and consents in place to enable it to lawfully process of the Shared Personal Data for the Agreed Purposes;

6.5.2 give full information to any data subject whose Personal Data may be processed under this Agreement of the nature such processing;

6.5.3 process Shared Personal Data only for the Agreed Purpose;

- 6.5.4 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
 - 6.5.5 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - 6.5.6 ensure that all personnel with access to the Shared Personal Data are under obligations of confidentiality in relation to such Shared Personal Data;
 - 6.5.7 only transfer such Personal Data outside the EEA to or from a country which has been assessed by the European Commission (or equivalent UK body) to have an adequate level of protection for the purposes of Article 45 of the General Data Protection Regulation or where appropriate safeguards are in place for the purposes of Article 46 of the General Data Protection Regulation or as permitted by the Data Protection Legislation (such as the execution of European Commission or equivalent UK body approved contractual clauses).
- 6.6 Each party shall
- 6.6.1 promptly inform the other party about the receipt of any data subject access request or complaint which relates to any Shared Personal Data and
 - 6.6.2 provide reasonable assistance to the other Party to assist it to meet a request or complaint made by a Data Subject in respect of such Shared Personal Data in order to meet the relevant Data Subject rights under the Data Protection Legislation;
 - 6.6.3 provide reasonable assistance to the other Party to demonstrate its compliance with the terms of the Agreement and the Data Protection Legislation;
 - 6.6.4 notify the other Party promptly (and in any event within 3 Working Days) if it receives a request from a Data Subject, law enforcement agency, regulatory authority or other third party for access to any Shared Personal Data; and
 - 6.6.5 notify the other Party without undue delay (and in any event within two Working Days) if it has breached its obligations under this clause and/or any incident occurs that may adversely affect the rights and freedoms of any Data Subject (in respect of which it has received Shared Personal Data) or otherwise compromise the security and integrity of any Shared Personal Data held and/or processed by it.
- 6.7 In relation to any request from a Data Subject (who is the subject of Shared Personal Data hereunder) to exercise a right pursuant to articles 15 to 22 of the General Data Protection Regulation (a "DP Request") the following shall apply:

- 6.7.1 If the Supplier receives a DP Request, and reasonably requires co-operation and assistance from the Customer to respond to and action such DP Request:
- a) the Supplier will respond to and action such DP Request as required under the Data Protection Legislation;
 - b) the Supplier will notify the Customer of such DP Request within 3 Working Days (unless the Data Protection Legislation or other applicable laws and regulations prohibit such notification to the Customer);
 - c) the Customer will provide the Supplier with full co-operation and assistance in relation to the DP Request, to the extent necessary for the Supplier to respond to and action the DP Request.
- 6.7.2 If the Customer receives a DP Request, and reasonably requires co-operation and assistance from the Supplier to respond to and action such DP Request:
- a) the Customer will respond to and action such DP Request as required under the Data Protection Legislation;
 - b) the Customer will notify the Supplier of such DP Request within 3 Working Days (unless the Data Protection Legislation or other applicable laws and regulations prohibit such notification to the Supplier);
 - c) the Supplier will provide the Customer with full co-operation and assistance in relation to the DP Request, to the extent necessary for the Customer to respond to and action the DP Request.
- 6.8 Each party shall provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the procedures to be followed in the event of a data security breach in relation to any Shared Personal Data, and the regular review of the parties' compliance with the Data Protection Legislation
- 6.9 Each Party shall ensure that all persons authorised to access, process or otherwise handle any Shared Personal Data have received relevant and up to date training in the handling of Personal Data in accordance with the Data Protection Legislation.

7. Insurance

- 7.1 The Supplier shall maintain in force full and comprehensive insurance policies undertaken with reputable insurers, available to the Customer on request, with the following levels of cover in respect of the provision of Services:
- 7.1.1 Employers Liability - £10,000,000
 - 7.1.2 Public and Products Liability - £2,000,000
 - 7.1.3 Professional Indemnity including Cyber Liability - £2,000,000
 - 7.1.4 Directors and Officers - £1,000,000

8. Liability

- 8.1 Except with respect to clause 8.3 and the Supplier's breach of its confidentiality obligations hereunder, under no circumstances shall either party's liability to the other, under contract, tort, regulation(s) or otherwise, exceed the total Fees paid by the Customer to the Supplier for the Services out of which the claim or liability arises.
- 8.2 Neither party shall, under any circumstances, be liable for any loss of profits or any indirect or consequential loss or damages suffered or incurred by the other party.
- 8.3 For the avoidance of doubt, neither party limits or excludes liability for death or personal injury arising from its own negligence or for fraud or for any other liability that may not be restricted or excluded for by law.
- 8.4 For the Supplier's breach of confidentiality obligations only, the Supplier's liability to the Customer, under contract, tort, regulations(s) or otherwise, shall not exceed £1,000,000 (one million pounds sterling).
- 8.5 The Supplier shall be fully liable for and shall indemnify the Customer against any liability, assessment or claims any claim, together with all costs and expenses and any penalty, fine or interest incurred or payable or paid by the Customer in connection with or in consequence of any assessment or demand made against the Customer for payment of income tax or national insurance contributions or other similar contributions due in connection with either the performance of the Services or any payment or benefit received by the Supplier and/or any individuals involved in providing the Services
- 8.6 This clause 8 shall survive any termination of this Agreement.

9. Indemnity

- 9.1 The Customer shall indemnify the Supplier against any claim, loss, damage, proceedings, settlement, costs or expenses incurred by the Supplier as a result of any act, error or omission of the Customer out of the Customer's use of the Services relating to the subject matter of this Agreement and/or in respect of the Customer's breach hereof. For the avoidance of doubt this includes any legal costs incurred by the Supplier as a result of non, part or late payment by the Customer of any amount due hereunder.
- 9.2 The Supplier agrees to indemnify the Customer from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs and expenses of every nature (including legal fees and expenses on the standard basis): (i) related damage to property resulting from the negligent or wilful acts or omissions of the Supplier; (ii) resulting from any claim that the Supplier is not an independent contractor; (iii) incurred by Customer based on any claim that any Services or other materials delivered under this Agreement or use thereof by Customer infringes or misappropriates any copyright, trade secret, or other proprietary or confidentiality right of any third party; (iv) arising out of any actual or threatened breach by the Supplier of its confidentiality obligations under this Agreement; (v) arising out of any default or failure on the

part of the Supplier to make payment of dues or remittance to respective statutory authorities; and (vi) imposed on or incurred by Customer due to any violation of applicable laws, rules and regulations by the Supplier, including without limitation, actual or threatened breach of data protection obligations and Foreign Corrupt Practices Act and applicable anti-corruption laws.

9.3 The indemnities set out in sub-clause 9.1 and 9.2 shall apply provided that in all cases the parties shall:

9.3.1 Notify the other as soon as is reasonably possible of any claim, loss or damage;

9.3.2 Consult with the other as to the action to be taken in dealing with any such matters; and

9.3.3 Make no agreement with any third party for the payment of any sum without the prior agreement of the party so notified and consulted, such agreement not to be unreasonably withheld.

9.4 The Supplier's indemnity obligations in clause 9.2 shall not apply in any cases where the claim, demand, loss, damage, liability, cause of action, judgment, costs or expense arise as a result of the acts or omissions of the Customer.

10. Anti-Bribery and Modern Slavery

10.1 The Supplier and the Customer shall comply with all applicable law, statutes, regulations and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 or equivalent legislation.

10.2 The Supplier and the Customer shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations, including but not limited to the Modern Slavery Act 2015 (together the "Anti-Slavery Laws").

11. Force Majeure

11.1 Neither party to this Agreement shall be liable under, or be deemed to be in breach of, this Agreement for any failure or delay in performing their obligations where such failure or delay results from any Force Majeure Cause, that is to say a cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

11.2 In any Services Contract, "Force Majeure Cause" means a cause falling within this Clause 11.

11.3 Where a Force Majeure Cause occurs, written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as it becomes aware of the event or occurrence; and in any event within 10 days of the happening of the Force Majeure Cause.

11.4 If the delay lasts more than 30 days, either party may immediately terminate this Agreement on written notice. Neither party shall be entitled to any compensation or damages by reason of termination of this Agreement for a

Force Majeure Cause

12. Termination

12.1 Each party has the right to terminate this Agreement of individual Services Contract (as applicable) between the parties immediately if the other:

12.1.1 has committed a material breach of this Agreement or any individual Services Contract unless such breach is capable of remedy, in which case the right to terminate will be exercisable if the other party has failed to remedy the breach within 30 days after a written notice to do so; or

12.1.2 Is in wilful or persistent breach of its obligations under this Agreement or any individual Services Contract; or

12.1.3 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of a bone fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets or the other party takes or suffers any similar actions in consequence of a debt.

12.2 The Supplier may terminate this Agreement or any individual Services Contract forthwith by notice in writing if:

12.2.1 The Customer fails to pay in accordance with relevant clause in the Schedules relating to Fees and Payment, any outstanding and undisputed invoice(s) that remain unpaid 30 days after the due date, provided the Supplier has notified the Customer of the delinquent fees within 15 days after the due date for payment.

12.3 In the event of termination for default committed by the Customer, all payments required under this Agreement shall become due and immediately payable.

12.4 Any and all obligations of the parties which either expressly or by their nature continue beyond the termination, cancellation, or expiration of the Agreement shall survive termination under this clause 12.

13. Relationship of the parties

13.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency, relationship of employer and employee, or other fiduciary relationship between the parties other than the contractual relationship between the parties expressly provide for in this Agreement.

13.2 Neither party shall have any right or authority to do, and shall not do, any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the other party.

14. Assignment and Subcontracting

14.1 This Agreement is personal to the parties and, except with the written consent

of the other party (such consent not to be unreasonably withheld) neither party may assign, mortgage, charge (otherwise than by floating charge) or sub-license to any third party all or any of its rights or obligations under this Agreement or any Services Contract.

- 14.2 The Supplier may not sub-contract or otherwise delegate any of its obligations or all or any part/s of any Service, except with the written consent of the Customer (such consent not to be unreasonably withheld).
- 14.3 Where, pursuant to Sub-Clause 14.2, the Supplier performs all or any of its obligations under this Agreement or all or any part/s of a Service through any third party, it shall remain liable for such performance and shall indemnify the Customer against any loss or damage suffered by the Customer arising from any act or omission of the third party.

15. Confidentiality

- 15.1 For the purposes of this Agreement "Restricted Information" means, in relation to either party, any information which is marked as "Confidential" or "Proprietary" or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure which may include ideas, concepts, trade secrets or knowledge of any other kind whether commercial, financial or technical which (whether orally or in writing or any other medium).
 - 15.2 Each party undertakes that, except as provided by this Clause 15 or as authorised in writing by the other party, it shall, at all times during the continuance of this Agreement and for three years after its termination:
 - 15.2.1 use its best endeavours to keep confidential all Restricted Information;
 - 15.2.2 not disclose any Restricted Information to any other person;
 - 15.2.3 not use any Restricted Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 15.2.4 not make any copies of, record in any way or part with possession of any Restricted Information; and
 - 15.2.5 ensure that none of its directors, officers, employees, agents, representatives or advisers does any act which, if done by that party, would be a breach of any of the provisions of 15.2.1– 15.2.4 above.
 - 15.3 Either party may:-
 - 15.3.1 disclose any Restricted Information to:
 - 15.3.1.1 any sub-contractor or supplier of that party;
 - 15.3.1.2 any governmental or other authority, regulatory body, or court of competent jurisdiction; or
 - 15.3.1.3 any director, officer, employee, agent, or representative or adviser of that party or of any of the aforementioned persons;
- to such extent only as is necessary for the purposes contemplated by

this Agreement, or as required by law, and in each case subject to that party first informing the person in question that the Restricted Information is confidential and (except where the disclosure is to any such body as is mentioned in 15.3.1.2 above or any employee or officer of any such body) obtaining and submitting to the other party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Restricted Information confidential and to use it only for the purposes for which the disclosure is made; and

15.3.2 use any Restricted Information for any purpose, or disclosure it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that party, provided that in doing so that party does not disclose any part of that Restricted Information which is not public knowledge.

15.4 Any Party becoming aware of the possession, use or knowledge of any of the Confidential Information by any unauthorised person, whether during or after the termination of this Agreement shall immediately inform the other party and shall provide assistance as is reasonable to deal with such an event.

16. Entire Agreement

16.1 Save as provided by the following provisions of this Clause 16, this Agreement supersedes all prior agreements, arrangements and undertakings between the parties and it constitutes the entire agreement between the parties relating to its subject matter.

16.2 This Agreement may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

16.3 In the event that the parties have entered into a separate confidentiality agreement prior to entering into this Agreement, upon entering into this Agreement, the provisions of clause 15 (confidentiality) and shall bind the parties in respect of any Restricted Information disclosed between the parties on or after signature of this Agreement.

16.4 The parties confirm that they have not entered into this Agreement on the basis of or in reliance on any representation that is not expressly incorporated into this Agreement but nothing in the Agreement is intended to or will limit or exclude either party's liability for fraudulent misrepresentation made by the other.

17. Severance

The parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

18. No Waiver

18.1 No failure or delay by either party in exercising any of its rights under this

Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

- 18.2 A waiver of any term, provision or condition of this Agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which any waiver is given.

19. Third Party Rights

No part of this Agreement is intended to confer rights on any third parties (including for the avoidance of doubt the Qualyfi Consultant(s) and the Individual(s) who may provide any Services to the Customer) and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

- 19.1 This Agreement shall continue and be binding on the transferee, successors and assigns of either party as required.

20. Set Off

The Customer may not set off any amount that the Supplier owes it in relation to this Agreement or any Services Contract.

21. Expenses

Subject to any agreement in writing to the contrary, each party to this Agreement will pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement and each Services Contract.

22. Changes to Terms and Conditions

The Supplier may from time to time change the terms and/or conditions of any of the sets of Relevant Services Contract Terms by giving the Customer prior notice of any such change. Any such notice given shall take effect in relation to any valid Statement of Works submitted to the Supplier after the giving of that notice but shall not have effect to change any terms of a Statement of Works submitted to the Supplier prior to the giving of the notice.

23. Notices

- 23.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the party giving the notice.

- 23.2 Notices shall be deemed to have been duly given:

23.2.1 when delivered, if delivered by courier or other messenger (including recorded delivery mail) during normal business hours of the recipient; or

23.2.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or

23.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

23.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

in each case addressed to the most recent address or e-mail address notified to the other party.

- 23.3 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either party by causing such document to be delivered to the other party at its registered or principal office, or to such other address as may be notified to one party by the other party in writing from time to time.

24. Law and Jurisdiction

- 24.1 This Agreement, and disputes or claims arising out of or in connection with it or its subject matter or formation (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 24.2 Each party irrevocably agrees that any dispute, controversy, proceedings or claim between the parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.



Signature Page

The parties agree to the above terms and have executed this **Framework Agreement** as of the date(s) set forth below:

On behalf of Qualyfi Limited

Print Name:

Title:

Signature:

Date:

On behalf of <the Customer>

Print Name:

Title:

Signature:

Date:



Schedule One
Training Services
Contract

1. Definitions and Interpretation

1.1 In this Schedule, unless the context otherwise requires, the following expressions have the following meanings:

“Fee(s)”	The sums payable by the Customer to Supplier in consideration of the Training Services provided. Fees exclude VAT and any other applicable taxes and excludes Supplier’s out of pocket costs in providing Training Services hereunder.
“Individual(s)”	The individual and /or corporation employed by Supplier who is performing the Training Services to the Customer.
“Remuneration”	Includes salary, fees, guaranteed and /or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments taxable (and where applicable, non-taxable) payable to or receivable by the Individual(s) for Training Services rendered to or on behalf of the Customer.
“Training Services”	The services to be provided by the Supplier through the Individual(s) as specified in the Statement of Works – Training Services.
“Pre-Contractual Statement”	any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the engagement of the Supplier other than as expressly set out in this agreement or any documents referred to in it.
“Schedule”	Means this schedule including any appendices and annexes hereto.

2. The Schedule

- 2.1 This Schedule and the associated Statement(s) of Works – Training Services constitute the contract between Supplier and the Customer for the supply of Training Services by Supplier to the Customer.
- 2.2 This Schedule and the associated Statement(s) of Works – Training Services supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 2.3 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 Schedule and the associated Statement(s) of Works – Training Services.
- 2.4 No variation or alteration to this Schedule and the associated Statement(s) of Works – Training Services shall be valid unless the details of such variation are set out in writing, stating the date on or after which such varied terms shall apply, and they are agreed between, and signed on behalf of, Supplier and the Customer.
- 2.5 This Schedule may be signed in one or more counterparts, each of which taken together shall constitute one and the same documents. Any signature page transmitted by electronic or digital means or files shall have the same force and effect as original signature pages.

3. **Training Services**

- 3.1 The Supplier shall provide the Services through the Individual(s).
- 3.2 The Supplier may, with the prior written agreement of the Customer, such agreement will not be unreasonably withheld, appoint a suitably qualified and skilled substitute ("Substitute") to perform the services instead of the Supplier, provided that the Substitute enters into such direct undertakings with the Customer with regard to confidentiality and intellectual property) as the Customer may reasonably require. The Supplier will continue to invoice the Customer in accordance with clause 4 and will be responsible for the remuneration of the substitute.

4. **Fees and Payment**

- 4.1 The Fee(s) for Training Services is agreed by both parties as set out in the Statement of Works – Training Services.
- 4.2 Unless agreed otherwise in the Statement of Works– Training Services, upon prior written approval of the Customer, the Individual may submit reasonable expenses in line with the Customer travel and expenses policy. This will be subject to the production of receipts or other appropriate evidence of payment of expenses.
- 4.3 The Fee is invoiced to the Customer on a monthly basis and payable within thirty (30) days of the date of Supplier's invoice. Supplier reserves the right to charge interest on any overdue amounts at the rate of 1% per month from the due date until the date of payment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.4 Following written agreement of the Training Schedule, should there be subsequent cancellation or postponement of the Instructor-led services, Qualyfi reserve the right to charge according to the following scale:

- Less than 10 working days' notice to cancel or postpone the Training = 100% of the projected cost of the services
- 10 – 20 working days' notice to cancel or postpone Training = 50% of the projected cost of the services

5. The Supplier's Obligations

- 5.1 The Supplier shall endeavour to find suitable Individuals to fulfil such requirements as are notified to Supplier by the Customer. Supplier cannot guarantee to find a suitable Individual for each Customer requirement.
- 5.2 The Supplier shall verify the identity of Individuals prior to introducing them to the Customer and warrants all Individuals shall provide Training Services with reasonable care and skill and in accordance with good industry practice.
- 5.3 The Supplier shall be responsible for paying the Individual's remuneration to them and, where relevant, the deduction and payment of income tax and National Insurance contributions in accordance with the Income Tax (Earnings and Pensions) Act 2003. Under no circumstances shall the Customer make payment to the Individual directly.
- 5.4 The Supplier will indemnify and keep indemnified the Customer against all claims and losses arising out of or in accordance with any breach of the obligations set out in Clause 5.3 above.

6. The Customer's Obligations

- 6.1 The Customer shall provide to Supplier all information which is reasonably required for Supplier to provide the Training Services. The Customer shall use its best endeavours to ensure that information is complete, accurate and up-to-date.
- 6.2 The Customer shall ensure that all information provided to Supplier does not contain any material which infringes the rights of any third parties, including, but not limited to, intellectual property rights.
- 6.3 The Customer shall ensure that the Individual(s) is accorded access to any of the Customer's premises, information data or personnel and use of any equipment which is reasonably necessary for the completion of the Training Services.

7. Other Activities

- 7.1 Nothing in this agreement shall prevent the Supplier or the Individual(s) from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the term of this Agreement provided that:

- 7.1.1 such activity does not cause a breach of any of the Supplier's obligations under this Agreement;
- 7.1.2 the Supplier shall not, and shall procure that the Individual(s) shall not, engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of the Customer without the prior written consent of the Customer; and
- 7.1.3 the Supplier shall give priority to the provision of the Services to the Customer over any other business activities undertaken by it during the term of this Agreement.
- 7.1.4 The Supplier is not controlled in any way as to the manner in which it provides the Services.

8. Intellectual Property

- 8.1 The Supplier warrants to the Customer that it has obtained from the Individual(s) a written and valid assignment of all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the provision of Services to the Customer in all materials embodying such rights and a written irrevocable waiver of all the Individual(s)'s statutory moral rights in such materials, to the fullest extent permissible by law, and that the Individual(s) has agreed to hold on trust for the Supplier any such rights in which the legal title has not passed (or will not pass) to the Supplier.
- 8.2 Unless explicitly agreed to the contrary, all copyright and Intellectual Property Rights related to the Training Services shall remain the property of Qualyfi or third parties (for example, Microsoft). The Customer agrees not to reproduce, sell or hire course materials and not to use such materials except for the purpose of post course reference.
- 8.3 The Supplier agrees to indemnify the Customer and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Customer, or for which the Customer may become liable, with respect to any intellectual property infringement claim or other claim relating to the materials provided by the Supplier to the Customer during the course of providing the Services.
- 8.4 The Supplier undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the Customer and at any time either during or after the term of this Agreement, as may, in the opinion of the Customer, be necessary or desirable to vest the intellectual property rights in, and register or obtain patents or registered designs in, the name of the Customer and to defend the Customer against claims that materials provided by the Supplier to the Customer embodying intellectual property rights infringe third party rights, and otherwise to protect and maintain the intellectual property rights in such materials. The

Supplier confirms that the Individual(s) has given written undertakings in the same terms to the Supplier.

- 8.5 The Supplier irrevocably appoints the Customer to be its attorney in its name and on its behalf to execute documents, use the Supplier's name and do all things which are necessary or desirable for the Customer to obtain for itself or its nominee the full benefit of this clause 8.
- 8.6 If the Customer accepts a Substitute as a replacement for the Individual under paragraph 3.2 above, all references to the 'Individual' in paragraphs 8.1 to 8.5 shall be interpreted as references to the Substitute and those paragraphs shall apply to any Training Services performed by the Substitute mutatis mutandis.

SIGNATURE PAGE

The parties agree to the above terms and have executed this Training Services Contract as of the date(s) set forth below:

On behalf of Qualyfi Limited

Print Name:

Title:

Signature:

Date:

On behalf of <the Customer>

Print Name:

Title:

Signature:

Date: