

Dated: / /2024

Consultancy Agreement

This Agreement is between:

- (1) **CACI Limited** (Registered Number 01649776) whose registered office is at CACI House, Kensington Village, Avonmore Road, London, W14 8TS (the “**Company**”); and
- (2) [] **LIMITED** (Registered Number []) whose registered office is [] (the “**Client**”);

WHEREAS

- A. The Company shall supply Consultants to the Client to perform Services as detailed in a Statement of Work. The Company hereby agrees to perform the Services under the terms of this Agreement.

1 DEFINITIONS

The following expressions used herein shall have the following meanings:

“Confidential Information” means all information attributable to, or disclosed by the Client (the “Disclosing Party”) to the Consultant or Company (a “Recipient”), whether before or after the date of the Agreement, including, without limitation, any information relating to the Disclosing Party’s customers, products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunity and business affairs;

“Consultants” means any one or more IT consultants which are engaged to the Client for the provision of Services, as such are detailed in a Statement of Work;

“Intellectual Property Rights” means trade marks, service marks and designs, whether registered or unregistered, patents, business or trade names, copyright, inventions, any application or right to apply for any of the foregoing and similar rights in any part of the world;

“Materials” means any design, specification, instruction, information, data or other like materials supplied by the Company for the performance of the Services or created by the Consultants performing the Services;

“Services” means any information technology (“IT”) related services, projects or works which the Company may be required by the Client to perform during the period of a Statement of Work at whichever premises the Client directs;

“Statement of Work” means the written document defining the required Services, the applicable fees, overtime rates, out of hours callout, and any other details as appropriate (each agreed Statement of Work shall be deemed to be incorporated into the terms of this Agreement);

“Sub-contractors” means any one or more IT consultants which are engaged to the Company for the provision of Services, but are not directly employed by the Company;

“Valid Invoice” means an invoice submitted by the Company pursuant to this Agreement, supported by authorised timesheets and/or other appropriate supporting evidence.

2. CHARGES, PAYMENT AND TAXES

2.1 Fees for Services

2.1.1 Unless otherwise agreed in writing, Consultants shall perform the Services on a “time and materials” basis at the rates specified in a Statement of Work.

2.1.2 The Company shall not commence any Services until the Client issues a valid purchase order to the Company for the amount of a Statement of Work, or a Statement of Work issued by the Company is signed by a duly authorised representative of the Client.

2.2 Incidental Expenses

The Client shall reimburse the Company for reasonable travel and communication expenses incurred in performing the Services.

2.3 Invoicing and Payment

Unless agreed otherwise, all Valid Invoices are payable by the Client thirty (30) days from date of the Valid Invoice. Where a Valid Invoice remains unpaid after thirty (30) days, the Company shall be entitled to charge interest, accrued monthly, at 4% over the then prevailing National Westminster Bank Plc base lending rate.

3 DELIVERY

The Company shall procure that the Consultants will commence, continue and terminate the Services in accordance with the Statement of Work and unless otherwise stated termination of the Statement of Work and/or this Agreement will be governed by Clause 6.

4 ANNOUNCEMENT

Except with the written consent of the other party to this Agreement (such consent not to be unreasonably withheld), neither party shall make any announcement or otherwise publicise any details of this Agreement.

5 WARRANTY

5.1 The Company warrants that:

5.1.1 the Services shall be performed by the Consultants using all reasonable skill and care and in accordance with best industry standards and practice.

5.1.2 it will use all reasonable endeavours to ensure that the Consultants are the sole developers of any Services and Materials produced hereunder, and that such Services and Materials are original and do not infringe upon or violate any Intellectual Property Rights of any third party .

5.2 All other warranties, express or implied by statute, are hereby excluded to the fullest extent permitted by law.

6 TERM AND TERMINATION

- 6.1 This Agreement shall be effective from the date first stated at the top of page 1. If not otherwise terminated in accordance with the provisions of this Clause 6, this Agreement will exist in perpetuity.
- 6.2 Either party may terminate this Agreement in any event by giving the other party thirty (30) days' written notice or immediately if:
- 6.2.1. The Company or the Client (as appropriate) are in material breach of any provision of this Agreement which is either: (i) not capable of remedy; or (ii) being capable of remedy, has not been remedied within ten (10) working days after the non-breaching party has given written notice to the breaching party requiring such a breach to be remedied;
- 6.2.2 a resolution is passed or an order is made for the winding-up (or equivalent order in the relevant jurisdiction) of the Company or the Client (as appropriate) otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction and in such manner that the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by, or assume the obligations imposed on the other party under this Agreement; or
- 6.2.3 The Company or the Client (as appropriate) becomes subject to an administration order; a liquidator, receiver or administrative receiver or similar is appointed over, or an encumbrancer takes possession of, any of the Company's or Client's (as appropriate) property or assets; The Company or Client (as appropriate) enters into an arrangement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent or ceases to be able to pay its debts as they fall due.
- 6.3 The parties' accrued rights and obligations shall survive termination of this Agreement as shall the provisions of Clauses 4, 5, 7, 8, 9,10,11, 12, 14 and 17.
- 6.4 Notwithstanding clause 6.2, the notice period required to terminate the Services engaged by the Client hereunder shall be that detailed in the particular Statement of Work.
- 6.5 On termination of this Agreement, howsoever arising, each Statement of Work then in force at the date of such termination shall nevertheless continue in full force and effect for the remainder of the term of such Statement of Work, unless earlier terminated in accordance with the terms of such Statement of Work.
- 6.6 Termination of any Statement of Work shall not affect any other Statement of Work or this Agreement.

7 PROPRIETARY RIGHTS

- 7.1 All Intellectual Property Rights (a) owned or licensed by a party before the commencement of this Agreement and (b) created, developed or licensed by that party after the commencement of this Agreement but independently of this Agreement, shall continue to vest in that party and/or its licensors.
- 7.2 All rights, title and interest in and to any Intellectual Property Rights, Material or code developed by the Company and/or the Consultants will be, upon full payment, transferred and assigned (save for pre-existing Intellectual Property Rights or any Intellectual Property Rights proprietary to any third party) to the Client.
- 7.3 The Client acknowledges and agrees that the Company shall retain rights to use in its ordinary course of business any know-how developed during the performance of the Services provided that such know-how does not include any Confidential Information of the Client.

8 PERSONNEL

- 8.1 The Company shall use all reasonable endeavours to ensure that the Consultants (except to the extent prohibited by law) observe the particular working hours and working rules of the Client while working on their premises.
- 8.2 The Company reserve the right to replace individual Consultants engaged in providing the Services from time to time as the roles and requirements of the Services change.
- 8.3 Neither party shall, directly or indirectly (and whether through a group company, a subsidiary, through the engagement of a third party or otherwise), solicit or entice away (or attempt to solicit or entice away) from the other party any senior or highly skilled person employed or engaged by such party (including, without limitation, any full-time or part-time staff, whether employed or engaged as a contractor, a temporary worker or a permanent member of staff) at any time during the term of this Agreement and for a further period of twelve (12) months after the termination or expiry of this Agreement.
- 8.4 During the term of the Agreement and for a period of twelve (12) months thereafter, where an individual, whether employed or otherwise engaged by the Company (including, without limitation, the Consultants), provides services to the Client, the Client shall not, directly or indirectly, employ or otherwise engage any such individual to provide services to it (in any capacity) where the Client had had any dealings with such individual in the previous twelve (12) months.
- 8.5 For any breach of clause 8.4 by the Client, the Client shall promptly pay to the Company as liquidated damages a sum equal to the fees that would have otherwise been chargeable for that individual for a period of 12 months (using the Company's prevailing daily rates). The parties agree that this is a genuine pre-estimate of the loss likely to be suffered by the Company as a result of a breach of clause 8.4 by the Client.
- 8.6 The Company hereby puts the Client on notice that its contracts with its Consultants contain restrictive covenants that will prevent them from working for the Client on termination of the Agreement.

9 THIRD PARTIES RIGHTS

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999, to enforce any term of this Agreement.

10 CONFIDENTIALITY

- 10.1 During the term of this Agreement and after the termination or expiry of this Agreement for any reason whatsoever the Client and/or the Company shall:
- 10.1.1 keep the Confidential Information strictly confidential;
- 10.1.2 not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 10.2, 10.3 and 10.4; and
- 10.1.3 not use the Confidential Information for any purpose other than the performance of the Services and/or its obligations under this Agreement.
- 10.3 During the term of this Agreement, the Company may disclose the Confidential Information to Sub-contractors and its other recipients to the extent that it is necessary for the purposes of this Agreement.
- 10.4 The Company shall use all reasonable endeavours to ensure that each recipient is made aware of and complies with all the obligations of confidentiality under this Agreement as if the Recipient were a party hereto.
- 10.5 The obligations contained in Clauses 10.1 to 10.4 shall not apply to any Confidential Information which:

10.5.1 is at the date of this Agreement in, or at any time after the date of this Agreement comes into, the public domain other than through a breach of this Agreement by the Company or any of their recipients; or

10.5.2 subsequently comes lawfully into the possession of the Subcontractor and/or the Company from a third party.

10.6 No public announcements concerning the existence or contents of this Agreement shall be made by either party without the prior written consent of the other party.

11 LIABILITY

11.1 Save for liability for death or personal injury, fraud or where liability cannot be limited under law the total aggregate liability of the Company to the Client under this Agreement and under any Statement of Work for all loss, damage claims, demands and expenses, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise shall be limited to the fees paid under that Statement of Work under which the liability arose.

11.2 In no event shall either party be liable to the other party for any loss of profits, business, revenue, goodwill, anticipated savings, ex-gratia payments and/or claims made under third party contracts, or any indirect, special or consequential damages or loss.

12 INSURANCE

The Company agrees to take out and maintain such insurance in respect of employer's liability, public liability and professional liability as is commercially prudent with a reputable insurance company. The Company shall supply to the Client on request written evidence that such cover is in force for the required period.

13 DATA PROTECTION

Where Personal Data is being processed as part of the Services, the parties agree to be bound by the GDPR Clauses at Schedule A to this Agreement.

14. FORCE MAJEURE

14.1 Neither party shall be liable for failure to perform its obligations under this Agreement, other than any obligation to make a payment, if such failure results from circumstances beyond that party's reasonable control including but not limited to strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood or storm ("**Event of Force Majeure**").

14.2 Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

15 GENERAL

15.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties by a duly authorised officer of each of the parties.

15.2 The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise

of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

- 15.3 The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect or impact the continuation in force of the remainder of this Agreement.
- 15.4 Nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party for any purpose whatsoever and neither party shall have the authority or power to bind the other party, or to contract in the name of, or create a liability against, the other party in any way or for any purpose.
- 15.5 The Company may assign its rights or transfer (including by way of novation) any of its rights and obligations under this Agreement provided the Company first notifies the Client.
- 15.6 Both parties have the rights to enter into this Agreement and shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption and anti-slavery including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015.

16 NOTICES

- 16.1 Any notice under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by recorded delivery or email to the address of the party set out in this Agreement or to any other person or address subsequently notified by one party to the other.
- 16.2 In the absence of evidence of earlier receipt any notice shall be deemed to be duly given: (i) if delivered personally when left at the address referred to in Clause 16.1; or (ii) if sent by recorded delivery three (3) days after posting it; or (iii) if sent by email, when received.

17 ENTIRE AGREEMENT

- 17.1 This Agreement contains the entire agreement between the parties relating to the subject matter covered.
- 17.2 None of these documents may be modified or amended except by a written document signed by a duly authorised representative of each party.

18 GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and the Company agrees to submit to the exclusive jurisdiction of the English courts.

Signed for and on behalf of
CACI Limited:

Signed:

Name:

Title:

Date:

Signed for and on behalf of
[INSERT CLIENT’S NAME]

Signed:

Name:

Title:

Date:

SCHEDULE A

GDPR CLAUSES TO THE AGREEMENT BETWEEN CACI LIMITED AND THE CLIENT.

Recitals

- (A) The GDPR Clauses are intended to cover all of the minimum requirements under GDPR and some additional clauses (i.e. clauses 3 – 5 below), but otherwise do not alter any other agreed terms.

Definitions:-

The following capitalised terms used in these GDPR Clauses shall have the meaning set out in GDPR (e.g. in Article 4) as applicable; Controller, Data Subject, Processor, Processing (and Process and Processed shall be construed according to this definition of Processing), Personal Data, Personal Data Breach, Supervisory Authority (e.g. The Information Commissioner).

Data Protection Officer: means Raj Afghan, at CACI Limited, CACI House, Kensington Village, Avonmore Road, London W14 8TS (email: DPO@caci.co.uk) or such other persons as notified to the Controller from time to time.

GDPR: means the General Data Protection Regulation (EU) 2016/679), or any successor legislation in force in the UK and in either case as amended and/or updated from time to time.

Law: means the laws of England and Wales.

1. General

- 1.1 The parties agree that these GDPR clauses only apply where CACI is the Processor under the Agreement and the Client is the Controller.

2. Article 28 GDPR compliant clauses

Details about the processing

- 2.1 The parties agree that Annex 1 is completed and accurate under this Agreement.

Written Instructions

- 2.2 The Processor will only Process Personal Data in accordance with the Controller's written instructions unless the Processor is required to act without such written instructions by Law.

Confidentiality

- 2.3 The Processor will ensure that only the Processor's employees, consultants, directors and officers who need to Process the Personal Data under the Agreement shall have access to it and provided that in each case they have prior entered into a written agreement with the Processor that contains an obligation that such employees, consultants, directors and officers are obligated to keep information (including Personal Data) made available to them confidential.

Security

- 2.4 The Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks relating

to its Processing of the Personal Data and in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data transmitted, stored or otherwise Processed. The Processor agrees to use the appropriate technical and organisational measures set out in the Agreement or where these are inadequate to use those set out in Annex 2.

Using sub-processors

- 2.5 The Processor shall not employ any sub-processor(s) without the prior specific or general written authorisation of the Controller. The Processor must notify the Controller of any changes it intends to make to the agreed sub-processor(s) and give the Controller a reasonable opportunity to object to such changes. The Processor shall enter into a written contract with each sub-processor which contains the same or substantially the same data protection obligations on the sub-processor as set out in these GDPR Clauses. The Processor agrees that it shall be fully liable to the Controller for performance of the sub-processor(s) obligations as required under GDPR and the contract entered into between the Processor and sub-processor.

Data Subjects' rights

- 2.6 The Processor shall, subject to taking into account the nature of the Processing it carries out and by having appropriate technical and organisational measures in place, assist the Controller upon request to fulfil its obligations that relate to enabling Data Subjects to exercise their rights under GDPR, such as subject access requests, requests for rectification or erasure of Personal Data and making objections to Processing.

Assisting the Controller

- 2.7 The Processor shall, subject to taking into account the nature of the Processing it carries out and the information available to it, assist the Controller upon request in meeting its obligations under GDPR (i.e. under Articles 32 to 36) relating to:
- 2.7.1 keeping the Personal Data secure;
 - 2.7.2 notifying Personal Data Breaches to the Supervisory Authority (in particular the Processor agrees to notify Controller as soon as reasonably practicable upon receipt of any communication, notice, request or complaint from a Data Subject; and notifying the Controller of any Personal Data Breach without undue

- delay once the Processor becomes aware of the breach and providing the Controller with such reasonable assistance and information in relation to such Personal Data Breach as the Controller requests);
- 2.7.3 advising the Data Subjects when there has been a Personal Data Breach;
- 2.7.4 carrying out data protection impact assessments (“DPIA”); and
- 2.7.5 consulting with the Supervisory Authority where the DPIA indicates there is an unmitigated high risk to the processing.

Return/deletion of Personal Data at the end of the Agreement

- 2.8 Unless required by Law to retain the Personal Data, the Processor shall upon termination or expiry of the Agreement, at the Controller’s choice, either delete or return to the Controller all of the Personal Data it has been Processing for the Controller.

Audits and Inspections

- 2.9 The Processor shall in relation to the Processing it carries out:
 - 2.9.1 provide the Controller with all the information that is needed show that the Processor has met all of its obligations under these GDPR Clauses;
 - 2.9.2 at the Controller’s request submit and contribute to audits and inspections that the Controller or the Controller’s appointed auditor carries out;
 - 2.9.3 pursuant to Article 28.3(h) immediately inform the Controller if, in its opinion, it has been given an instruction which does not comply with the GDPR.

Controller’s obligations

- 2.10 The Controller shall comply with its obligations under GDPR including in relation to its collection, processing and provision of Personal Data to the Processor in connection with the Agreement.

Additional Clauses

3. Overseas transfers

The Processor shall not transfer the Personal Data to any country or international organisation located outside the European Economic Area (“EEA”) or, in the event the UK ceases to be a member of the EEA, outside the UK without the prior written consent of the Controller.

4.

Processor’s other obligations

In addition to these GDPR Clauses the Processor has direct obligation under GDPR which the Processor agrees to comply with to the extent applicable (i.e. those obligations set out in Articles 27, 29, 30.2, 31, 32, 33 and 37). The Processor agrees that it has appointed a Data Protection Officer.

5.

Liability

The Processor shall be liable to the Controller for any losses, damages and costs (including reasonable legal costs) arising from the Processor’s breach of GDPR clauses subject to Article 82 of GDPR and any limitations in the Agreement. The Processor shall only be liable for any payment to the Controller resulting from its breach of these GDPR Clauses to the extent that such payment has been ordered by a competent court in the UK, a legally binding decision of the Supervisory Authority or other regulatory body in the UK, or by way of a written agreement between the Controller and Processor after the breach arises.

Annex 1

Details relating to the Personal Data and Processing pursuant the Agreement.

The subject matter and duration of the processing of the Personal Data.	
The nature and purpose of the processing of the Personal Data.	
The types of Personal Data to be processed.	
The categories of Data Subjects to whom the Personal Data relates.	
The obligations and rights of the Controller.	As set out in GDPR/or in the Agreement.
State the names of any subprocessors and confirm if a GDPR compliant data processing agreement has been entered into with such sub-processor.	

Annex 2

Details of technical and organisational security measures to protect the Personal Data and the Processing of such data.

The Company maintains internal policies and procedures which are designed to:

- (a) ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (b) has back-up, archive and/or disaster recovery processes which are capable of restoring the availability and access; to Personal Data in a timely manner in the event of a physical or technical incident; and
- (c) minimise security risks, including through regular security risk assessment, evaluation and testing.