

G-Cloud 15 | Lot 3 Cloud support

Terms and Conditions Consultancy Agreement

January 2026

This page left intentionally blank for pagination.

Contents

CONSULTANCY AGREEMENT	1
1 SCHEDULE 1 – THE CONDITIONS	2
1.1 DEFINITIONS AND INTERPRETATION	2
1.1.1 Definitions	2
1.1.2 Interpretation	3
1.2 OBLIGATIONS OF THE CONSULTANT	3
1.2.1 Scope of Consultant's Services	3
1.2.2 Duty of Care	3
1.2.3 Performance of the Services	3
1.3 OBLIGATIONS OF THE CLIENT	4
1.3.1 Scope of Obligations	4
1.3.2 Details of Client's Supplies to the Consultant	4
1.4 LIABILITY	4
1.4.1 Liability and indemnity	4
1.5 COMMENCEMENT AND COMPLETION	5
1.5.1 Consultancy Agreement Effective Date	5
1.5.2 Commencement and Completion	5
1.6 VARIATION TO SERVICES	6
1.6.1 Variations	6
1.7 SUSPENSION OR TERMINATION	6
1.7.1 By Notice of the Client	6
1.7.2 By Notice of the Consultant	7
1.7.3 Rights and Liabilities on Termination	7
1.8 PAYMENT	7
1.8.1 Payment to the Consultant	7
1.9 INSURANCE REQUIREMENTS	8
1.9.1 Consultants Insurance	8
1.10 DISPUTE RESOLUTION PROCEDURE	8
1.10.1 Notification of a dispute	8
1.10.2 Disputes	8
1.11 GENERAL PROVISIONS	9
1.11.1 Languages and Law	9
1.11.2 Assignment and Subcontracting	9
1.11.3 Notices	9
1.11.4 Administration	9
1.11.5 Whole Agreement	9
1.11.6 Third Party Rights	9
1.11.7 Intellectual Property	9
1.11.8 Use of Deliverables	10
1.11.9 Confidentiality	10

1.11.10	Data Storage	10
1.11.11	Data use	11
1.11.12	Severance	12
1.11.13	Ethical Conduct of the Parties	12
1.11.14	Compliance with Laws	12
1.11.15	Warranties	13
1.11.16	Force Majeure	13
1.11.17	Software as a Service	15
2	SCHEDULE 2 – SCOPE OF SERVICES	16
2.1	DEFINE SCOPE OF SERVICES AS ACCURATELY AS POSSIBLE	16
3	SCHEDULE 3 – DETAILS OF CLIENT’S SUPPLIES TO CONSULTANT	17
4	SCHEDULE 4 – TERMS OF PAYMENT	18
5	SCHEDULE 5 – WARRANTY TERMS (IF AGREED)	19

CONSULTANCY AGREEMENT

THIS CONSULTANCY AGREEMENT made the ____ day of _____ between _____ of _____ (company number _____) (hereinafter called "the Client") of the one part and Mott MacDonald Limited of 10 Fleet Place, London, EC4M 7RB United Kingdom, (company number 1243967) (hereinafter called "the Consultant") of the other part

WHEREAS

- i) the Client wishes to employ the Consultant to provide certain Services in respect of _____ (hereinafter referred to as "the Project");
- ii) the Consultant is willing to supply Services as more particularly identified in Schedule 2 and has made a proposal for the same which has been accepted by the Client;

NOW THIS CONSULTANCY AGREEMENT WITNESSES AS FOLLOWS:

- 1. In this Consultancy Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions hereinafter referred to.
- 2. This Consultancy Agreement comprises the following:
 - Schedule 1 The Conditions
 - Schedule 2 The Scope of Services
 - Schedule 3 The Personnel, Equipment, Facilities and services of others to be provided by the Client
 - Schedule 4 Remuneration and Payment
 - Schedule 5 Warranty (if included herein)
- 3. In consideration of the payments to be made by the Client to the Consultant as hereinafter mentioned the Consultant agrees with the Client to perform the Services in conformity with the provisions of this Consultancy Agreement.
- 4. The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as become payable under the provisions of the Consultancy Agreement at the times and in the manner prescribed by the Consultancy Agreement.

IN WITNESS whereof the parties hereto have caused this Consultancy Agreement to be executed under hand the day and year first before written

Signed by:

[_____]

Signed by:

MOTT MACDONALD LTD

.....
Director

.....
Director

1 SCHEDULE 1 – THE CONDITIONS

1.1 DEFINITIONS AND INTERPRETATION

1.1.1 Definitions

In this Consultancy Agreement all words and expressions have the same meaning as described below unless otherwise provided or where the context otherwise requires.

- i) "Client" means _____ its legal successors and permitted assignees.
- ii) "Client Information" means information that the Client provides to the Consultant or that the Consultant collects or produces for the Client in the course of performing the Services under this Consultancy Agreement.
- iii) "Confidential Information" means all information, specifically identified by the disclosing party as confidential at the time of disclosure or is information that a reasonable person would consider from the nature of said information and circumstances to be confidential, including without limitation confidential or proprietary information, trade secrets, data, documents, communications, plans, know-how, formulas, designs, calculations, test results, specimens, drawings, studies, specifications, surveys, photographs, software, processes, programs, reports, maps, models, agreements, ideas, methods, discoveries, inventions, patents, concepts, research, development, and business and financial information.
- iv) "Consultant" means Mott MacDonald Limited, its legal successors and permitted assignees.
- v) "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", processing and appropriate technical and organisational measures shall be as defined in the Data Protection Legislation.
- vi) "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data.
- vii) Any terms that relate to Data Protection and processing of Personal Data shall have the meanings assigned to them within the relevant Data Protection Legislation.
- viii) "Project" means _____

- ix) "Services" means the services to be performed by the Consultant in accordance with the Consultancy Agreement and as more particularly included in Schedule 2.
- x) "Software" means any software owned by the Consultant or an affiliate of the Consultant, including, but not limited to, Moata.
- xi) "Intellectual Property" means all intellectual property and all rights therein in any part of the world including, without limiting the generality of the foregoing, any patent, patent application, trade mark, trade mark application, registered design, registered design application, trade name, trade secret, business name, discovery, invention, process, formula, specification, improvement, technique, copyright, unregistered design right, technical information or drawing, including rights in computer software and data base and topographic data rights.

1.1.2 Interpretation

- i) The headings in the Consultancy Agreement shall not be used in its interpretation.
- ii) The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.

1.2 OBLIGATIONS OF THE CONSULTANT

1.2.1 Scope of Consultant's Services

The Consultant shall perform the Services as stated in Schedule 2 - Scope of Services in accordance with the terms and conditions of this Consultancy Agreement.

1.2.2 Duty of Care

The Consultant shall perform the Services using the degree of skill care and diligence to be expected from a consultant experienced in the provision of services for projects of similar size scope and complexity as the Project. The Consultant shall comply with all standards legislation practices and the like applicable or in the reasonable expectation of the Consultant likely to be applicable to the Services.

1.2.3 Performance of the Services

- i) The Consultant shall not alter the Services without the express instruction in writing of the Client. The Consultant shall inform the Client as soon as reasonably practicable on becoming aware of any matter that affects the satisfactory execution of the Services. To the extent that such matter requires the Services to be amended the Client shall issue an instruction accordingly.
- ii) The Consultant shall use reasonable endeavours to comply with any timetable for the execution of the Services as previously agreed between the Client and the Consultant.

1.3 OBLIGATIONS OF THE CLIENT

1.3.1 Scope of Obligations

The Client shall promptly and without charge provide to the Consultant all information, further information, approvals, consents and instructions as requested by the Consultant in relation to the Services so as to allow the Consultant to comply with any agreed timetable for the execution of the Services. Notwithstanding any approval or consent by the Client in respect of the Services, the Consultant shall not be relieved thereby of any obligation or liability arising under this Consultancy Agreement save to the extent that the Consultant shall be entitled to rely upon any instruction or direction issued by the Client in respect to the Services.

The Client acknowledges that the Consultant will rely on the accuracy, sufficiency and consistency of all information provided to the Consultant by or on behalf of the Client.

1.3.2 Details of Client's Supplies to the Consultant

The Client shall make available to the Consultant for the purpose of the Services the equipment, facilities, personnel and services of others (if any) as described in Schedule 3. All of these shall be free of cost to the Consultant except where stated in Schedule 3.

1.4 LIABILITY

1.4.1 Liability and indemnity

- i) The Consultant shall only be liable to pay compensation to the Client or to rectify or correct Defects (as defined under any Call Off contract) under or in connection with the G-Cloud Framework, the Call off Contract and/or this Consultancy Agreement, if a breach of Clause 1.2.2 is established against the Consultant.
- ii) Notwithstanding any other term to the contrary in this Consultancy Agreement or any related document and whether the cause of action for any claim arises under or in connection with this Consultancy Agreement in contract or in tort, in negligence or for breach of statutory duty, under indemnity or otherwise, in relation to any and all causes of action as aforesaid the total liability of the Consultant in the aggregate for all claims shall be limited to the value defined in the G-Cloud Framework and Call off Contract at, article FW4 Liability.
- iii) Further and without prejudice to the aforesaid limit of liability any such liability of the Consultant for any loss or damage ("the loss or damage") in respect of any claim or claims shall be limited to such sum or sums as it would be just and equitable for the Consultant to pay having regard to the Consultant's responsibility for the same and on the basis that:
 - a) all other parties appointed or to be appointed by the Client to perform related services in connection with the Project shall be deemed to have provided undertakings on terms no less onerous than this Consultancy Agreement and shall be deemed to have paid to the Client such contribution as it would be just and equitable for them to pay having regard to their responsibility for

the loss or damage; and

- b) it shall be deemed that all such other parties have not limited or excluded their liability to the Client for the loss or damage in any way which may be prejudicial to the Consultant's liability under this clause.
- iv) Further and without prejudice to the foregoing the total liability of the Consultant under or in connection with this Consultancy Agreement for any and all claims in respect of contamination or pollution shall be limited to the lesser of:
 - a) £250,000 (Two hundred and Fifty Thousand Pounds); or
 - b) the direct cost incurred by the Client in removing the contamination or pollution.
- v) The Consultant shall have no liability to the Client in respect of any claim for loss or damage arising from acts of war or terrorism, nuclear or radioactive emissions, any incidence of toxic mould, or from or related to asbestos.
- vi) Neither party shall be liable to the other for loss of production, loss of profit (actual or anticipated, direct or indirect), loss of product, loss of use, loss of business, and business interruption, loss of revenue, loss of contract or for any indirect or consequential loss or damage which may be suffered by the other party in connection with the Project.
- vii) No action or proceedings under or in connection with this Consultancy Agreement shall be commenced against the Consultant after the expiry of 6 (six) years from completion of the Services.
- viii) Nothing in this clause shall operate to exclude or limit the Consultant's liability for death or personal injury.

1.5 COMMENCEMENT AND COMPLETION

1.5.1 Consultancy Agreement Effective Date

The effective date of this Consultancy Agreement shall be the date of execution of this Consultancy Agreement or the date upon which the Consultant first commenced performance of the Services, whichever is the earlier.

1.5.2 Commencement and Completion

The Consultant shall proceed with the performance of the Services regularly and diligently and shall use reasonable endeavours to comply with any programme, timetable or schedule of deliverables as agreed between the Client and the Consultant.

1.6 VARIATION TO SERVICES

1.6.1 Variations

- i) The Client, by way of addition omission substitution or other amendment, may instruct a variation to the Services from time to time in writing to the Consultant, provided always that any such variation shall be relevant to the Project or the Services. Where the Client requires a variation to the Services the Consultant shall as soon as is reasonably practicable notify the Client of the likely impact (if any) of the variation on the Services both in terms of the additional or reduced fees and time to complete the Services. The Consultant shall not be required to commence the varied Services until such time as the Client has given its written approval of the fees and additional time associated with the varied Services. The Consultant shall use reasonable endeavours to minimise the adverse effect of any variation upon the Services.
- ii) If the Consultant is of the opinion that the Services have been varied, impeded by the Client or otherwise delayed or disrupted by any matter that is outwith the reasonable control of the Consultant, then the Consultant shall notify the Client as soon as reasonably practicable of the likely impact of such upon the Services. The Consultant shall use reasonable endeavours to minimise the adverse effect of such matters upon the Services.
- iii) Pursuant to sub-clauses i) and ii) above the Consultant shall be entitled to compensation from the Client where the Services are varied, delayed or disrupted and any adjustment to the fees or the time for performance of the Services shall be calculated in accordance with the provisions of Schedule 4 or where no such provisions are stated then in accordance with that which is reasonable in all the circumstances.

1.7 SUSPENSION OR TERMINATION

1.7.1 By Notice of the Client

- i) The Client may by 28 days written notice to the Consultant suspend any or all performance of the Services. Upon receipt of any notice to suspend any or all performance of the Services, the Consultant shall take immediate steps to minimise further expenditure thereon. The Client may by 28 days written notice require the Consultant to recommence any of the Services previously suspended under this clause. The Consultant shall be reimbursed any additional costs reasonably incurred as a result of any notice issued under this clause.
- ii) Where any or all the Services have been suspended under Clause 1.7.1i) and notice to recommence the same has not been received by the Consultant within 3 months from the date of suspension then the Consultant may treat those Services as having been abandoned by the Client and the Consultancy Agreement in respect to any or all the Services affected shall be terminated forthwith.
- iii) The Client may terminate the Consultancy Agreement by 28 days' notice where the Services are no longer required for the Project or where the Project has been

abandoned or is no longer being performed by the Client. In all other circumstances the Client may only terminate this Consultancy Agreement in accordance with Clause 1.7.1iv) below.

- iv) If the Consultant commits a material breach of the Consultancy Agreement and, despite notice of such breach in writing by the Client to the Consultant, the Consultant fails to remedy such breach within 28 days of the notice then the Client may terminate the Consultancy Agreement forthwith.

1.7.2 By Notice of the Consultant

If the Client commits a material breach of the Consultancy Agreement and, despite notice of such breach in writing by the Consultant to the Client, the Client fails to remedy such breach within 28 days of the notice then the Consultant may terminate the Consultancy Agreement forthwith.

1.7.3 Rights and Liabilities on Termination

Termination of the Consultancy Agreement shall not prejudice or affect the accrued rights or claims or liabilities of either party.

1.8 PAYMENT

1.8.1 Payment to the Consultant

- i) The Client shall pay the Consultant for the proper performance of the Services such sums as become due under the Consultancy Agreement. The Client shall make payment in accordance with any conditions, methods and currencies stipulated in Schedule 4. Subject to any provision to the contrary in Schedule 4 the Consultant may render an invoice for services properly performed monthly in arrears.
- ii) Payment of an invoice shall become due upon the date of issue of such invoice by the Consultant. The final date for payment shall be 28 days after payment becomes due.

The Client may not withhold payment of any part of an invoice for a sum or sums due to the Consultant under the Consultancy Agreement by reason of claims or alleged claims against the Consultant unless the amount to be withheld has been agreed by the Consultant as due to the Client or has been awarded in arbitration or litigation in favour of the Client and arises under or in connection with this Consultancy Agreement. Save as aforesaid all rights of set off at common law or in equity which the Client would otherwise be entitled to exercise are hereby expressly excluded.

- iii) Where the Client fails to pay in full the amount due under the Consultancy Agreement by the final date for payment then the Consultant may suspend performance of the Services. The Consultant may only exercise this right after giving the Client 14 days' notice of the Consultant's intention to suspend performance. Such right will expire immediately upon payment by the Client of the

sum due. Any period of suspension of the Services in accordance with this clause shall be disregarded in computing any contractual time limit to complete work directly or indirectly affected by the exercise of the rights conferred by this clause or as the case may be the time for completion of such work shall be extended by a period equal to the period of suspension.

- iv) Any payment made after the final date for payment shall attract interest at 8% above the minimum bank-lending rate of the Bank of England.
- v) All fees, expenses and disbursements under the Consultancy Agreement are exclusive of Value Added Tax. The Client shall pay any Value Added Tax payable on the Services.

1.9 INSURANCE REQUIREMENTS

1.9.1 Consultants Insurance

The Consultant shall maintain public liability and professional indemnity insurance sufficient to cover the Consultant's liabilities under this Consultancy Agreement provided always that such insurance is available in the London market at commercially reasonable rates and terms and subject to all normal exceptions exclusions and limitations to the scope of cover generally in operation at the time of renewal.

1.10 DISPUTE RESOLUTION PROCEDURE

1.10.1 Notification of a dispute

Without prejudice to any other term of this Consultancy Agreement any disagreement or dispute arising out of or relating to this Consultancy Agreement (collectively or singularly "the dispute") shall be advised promptly in writing to the other party. The dispute shall be resolved in accordance with Clause 1.10.2.

1.10.2 Disputes

Any dispute arising out of or relating to the Consultancy Agreement shall, in the first instance, be referred to the Managing Director/Chief Executive of each party who shall attempt in good faith to resolve the dispute. If the parties fail to resolve the dispute within 14 days (or such other time as may be agreed) then the dispute may be settled in accordance with the dispute resolution mechanisms detailed below:

- i) **Mediation:** the parties may agree to refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of referral under this clause;
- ii) **Arbitration:** if the parties are not able to resolve the dispute by mediation then the dispute shall be referred for final settlement by arbitration under the LCIA Rules current at the time of the referral under this clause. Such Rules are deemed to be incorporated into this Consultancy Agreement by reference. The law governing the arbitration shall be that of England and Wales, the number of arbitrators shall be one and the seat of the arbitration shall be London, England.

1.11 GENERAL PROVISIONS

1.11.1 Languages and Law

The language of the Consultancy Agreement shall be English.

The law to which the Consultancy Agreement is subject shall be the law of England and Wales.

1.11.2 Assignment and Subcontracting

- i) The Client shall not assign the whole or any part of the benefit or in any way transfer its obligations under this Consultancy Agreement without the written consent of the Consultant.
- ii) If the Consultant wishes to subcontract any of the Services to a specialist sub-consultant, it shall notify the Client accordingly. The Consultant shall remain responsible for the performance and payment of any specialist sub-consultant.

1.11.3 Notices

Notices under the Consultancy Agreement shall be in writing and will take effect from receipt at the principal place of business of the party to whom the notice is addressed or at such other address as shall be advised by notice from time to time. Delivery can be by hand, or by registered letter.

1.11.4 Administration

The Client may designate a person or firm who shall be deemed to have authority to make decisions on behalf of the Client under this Consultancy Agreement subject to notification by the Client to the Consultant in writing to that effect.

1.11.5 Whole Agreement

This Consultancy Agreement (together with the Schedules and any documents referred to herein) shall constitute the whole agreement between the parties and shall supersede any previous agreements or arrangements in respect of the Services.

1.11.6 Third Party Rights

Notwithstanding any provision to the contrary in this Consultancy Agreement, no person or entity shall have any rights in relation to this Consultancy Agreement, whether as third parties under the Contracts (Rights of Third Parties) Act 1999 or otherwise, save the parties to this Consultancy Agreement.

1.11.7 Intellectual Property

The legal and beneficial ownership of all Intellectual Property prepared or developed by or on behalf of the Consultant in connection with the Project shall remain vested in the Consultant. Upon full payment of the fees due under the Consultancy Agreement and

subject to Clause 1.11.17 (Software as a Service), the Consultant shall grant to the Client an irrevocable, royalty-free, non-exclusive licence to use all rights, titles and interest in any such Intellectual Property in connection with the construction, completion, maintenance, reinstatement, repair, letting, promotion and/or advertisement (whether by the Client or by a third party authorised by the Client) of the Project. The Consultant shall have no liability for any use of the Intellectual Property other than for the purposes for which it was originally intended.

1.11.8 Use of Deliverables

Under no circumstances may any report, materials, deliverable or other work product extract or summary thereof produced by the Consultant be disclosed or used or attributed to the Consultant in connection with the arrangement of any public or private securities offering, including, without limitation, any related memorandum or prospectus for any securities offering, whatsoever or stock exchange listing or announcement.

1.11.9 Confidentiality

Except with the prior written consent of the other party which shall not be unreasonably withheld, the parties shall not disclose nor cause or permit their employees, agents and consultants to disclose to third parties any Confidential Information relating to the Services, provided always that the parties may disclose such Confidential Information if required by applicable law or regulation, but only that portion of information which, to the extent permitted by the relevant law or regulatory requirement, is legally required to be furnished. The obligations set forth in this Clause 1.11.9 shall expire two (2) years after the termination of the Consultancy Agreement.

1.11.10 Data Storage

- i) Where the Consultant uses the Client Systems (as defined below), the Client shall provide to the Consultant unrestricted access to all documentation, information or other such materials the Consultant has prepared in its performance of the Services (the "**Materials**") that are recorded electronically and/or in any tangible format and which are stored on the Client's premises, the Client's information technology systems, the Client's cloud-based servers and/or on any other method of storage which the Client has rights of access to (the "**Client's Systems**").
- ii) The Consultant shall further have the right to create and store copies of the Materials that had been stored on the Client's Systems on the Consultant's own information technology systems, on the Consultant's cloud-based servers or on such other method of storage as the Consultant may decide.
- iii) The Client must not destroy or alter any part of the Materials and shall not dispose of or erase the Materials from the Client Systems.
- iv) The Client agrees that the Consultant shall be entitled to exercise the rights set out in Clauses 1.11.10 i) and ii):
 - a) at no cost or expense to the Consultant; and

- b) at the Consultant's absolute discretion on no more than two (2) business days' notice to the Client in writing,

for the duration of the Services and during any relevant liability period after the completion of the Services (the "**Liability Period**").

- v) This Clause 1.11.10 shall survive expiration of the Liability Period or termination of this Consultancy Agreement.
- vi) Without prejudice to the generality of Clause 1.11.9 i) and ii), the Parties shall, in relation to any Persona Data, abide by the provisions of Clause 1.11.14 iii) and iv).

1.11.11 Data use

- i) The Client grants the Consultant a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, and sub-licensable right to access, use, copy, modify, analyse, and otherwise exploit the Client Information (including any personal data contained therein), for the purpose of knowledge management, analytics, and developing, improving, enhancing, or expanding the quality and scope of the services and solutions that the Consultant offers or develops, including by applying artificial intelligence and machine learning techniques to the Client Information.
- ii) The Client warrants that it has the necessary rights and authority to grant the licence in Clause i) and that such grant does not infringe any intellectual property rights or other rights of any third party.
- iii) The Consultant will not disclose the Client Information to any third party, except:
 - a) as required by law;
 - b) with the Client's prior written consent; or
 - c) to the Consultant's affiliates, subcontractors, or other partners who are bound by confidentiality obligations and who process the Client Information on the Consultant's behalf and in accordance with the Consultant's instructions.
- iv) The Consultant will take reasonable steps to anonymise, aggregate, or otherwise de-identify the Client Information before using it for the purpose set out in Clause 1.11.11 i), so that it does not reveal any personal data or the Client's Confidential Information.
- v) Nothing in this Clause 1.11.11 will reduce or limit the Consultant's obligations regarding personal data that may be contained in Client Information under applicable data protection laws.

1.11.12 Severance

Should any term or condition of this Consultancy Agreement be held to be invalid, illegal or unenforceable then such term or condition shall be disregarded, and the remaining terms and conditions shall remain in full force and effect.

1.11.13 Ethical Conduct of the Parties

In the performance of their obligations under or in connection with this Consultancy Agreement the parties, their agents and employees shall comply with all applicable laws rules regulations including but not limited to the Bribery Act 2010 and where appropriate the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

The parties:

- a) warrant and represent that they have not carried out; and
- b) undertake that they will not carry out;

directly or indirectly through any other person or entity any unlawful act including without limitation the offer or payment of a bribe to a public official or any other person in connection with any matter connected with this Consultancy Agreement or the Project.

Further each party shall notify the other immediately in writing with full particulars in the event that they receive a request from any public official or any other person of influence requesting illicit payments.

If a party is in breach of any term of this clause then the other party shall be entitled to terminate the Consultancy Agreement at any time on written notice with immediate effect.

The defaulting party under this Clause 1.11.13 shall indemnify and keep indemnified the non-defaulting party against any and all claims arising out of or in connection with a breach of this clause by the defaulting party to the fullest extent permissible under the law of this Consultancy Agreement.

1.11.14 Compliance with Laws

- i) In performing its obligations under this Consultancy Agreement, the parties shall and shall ensure that each of its sub-contractors shall comply with all applicable laws, statutes, regulations and codes from time to time in force including but not limited to Data Protection Legislation, the Criminal Finances Act 2017 and the Modern Slavery Act 2015.
- ii) Neither party shall be obliged to perform any obligation under this Consultancy Agreement where such obligation would be an actual or potential violation of an international trade sanction, embargo, export control, financial sanction, or anti-terrorism and similar laws ("Trade Restriction"). The Client warrants that it is not itself listed and is not owned or controlled by any person or entity, designated on any sanctions list issued by the United Kingdom, United Nations, United States,

and/or European Union and is not knowingly in breach of any Trade Restriction.

- iii) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- iv) If it becomes apparent that either the Client or the Consultant is processing Personal Data on behalf of the other, both parties agree to enter into a data processing agreement that enables both parties to fulfil their respective obligations under Article 28 of the General Data Protection Regulation.

1.11.15 Warranties

Where the Client and the Consultant have agreed prior to signing this Consultancy Agreement that the Consultant shall enter into and provide collateral warranties for the benefit of other parties then it shall be a condition of such agreement that the provision of any and all warranties will be on the basis that such warranties will not confer on the beneficiary or beneficiaries collectively any greater benefit in quantum, duration or otherwise than is given to the Client under this Consultancy Agreement and the issuance of such warranties shall not act so as to increase the Consultant's aggregate liability under or in connection with this Consultancy Agreement as provided for at Clause 1.4.1. Any warranty shall be as per Schedule 5 or as otherwise amended by agreement.

1.11.16 Force Majeure

- i) In this Consultancy Agreement, the following terms shall have the meaning as stated:
 - a) “**Business Day**” means any day which is not recognised as a weekend or a public holiday in the Territory, in which banks in the capital city of the Territory are open for business;
 - b) “**Force Majeure Event**” means any circumstances or events outside of the reasonable control of either Party (the “**Affected Party**”), which makes it illegal, impossible, irresponsible, unreasonable or impractical to perform, or will impede or hinder the performance of, some or all of its obligations under the Agreement (the “**Affected Obligations**”) including:
 - i. acts of God, acts of nature, hostilities, wars, invasion, civil unrest, act of foreign enemies, rebellion, revolution, insurrection, terrorism, or military or usurped power;
 - ii. the imposition of sanctions or other trading restrictions, or travel restrictions (whether advisory or mandatory) by:
 - A. the Government of the United Kingdom;
 - B. the Government of the United States of America;
 - C. the Government of the Territory or Territories;

- D. the Government of the territory of residence or incorporation of either Party; or
- E. any other international body recognised by the Government of the United Kingdom, the Government of the United States of America, the Government of the Territory or Territories or the Government of the territory of residence or incorporation of either Party,

which prohibits or affects the ability of persons resident in or incorporated in:

- F. the United Kingdom;
- G. the United States of America; or
- H. the territory of residence or incorporation of the Affected Party,

from trading:

- I. in, or with persons resident in or incorporated in, the Territory or Territories; or
- J. with persons resident in or incorporated in the territory of residence or incorporation of the other Party; or

travelling to:

- K. the Territory or the Territories; or
- L. the territory of residence or incorporation of the other Party;

- iii. epidemic, pandemic or spread of contagious disease including COVID-19 (also known as coronavirus disease), as designated by the World Health Organization;
- iv. civil emergency or contingency;
- v. any change in applicable laws caused by, resulting from or in response to, any circumstances or events otherwise within the meaning of Force Majeure Event; or
- vi. any other circumstances or events, outside of the reasonable control of either Party that cannot be overcome by that Party's exercise of due diligence; and

- c) **"Territory"** means the country where the Project is located; and where the Project is located in more than one country; and **"Territories"** shall mean all countries where the Project is located.

- ii) If a Force Majeure Event occurs, the Affected Party shall notify the other Party in writing as soon as is reasonably practicable, providing details of the Affected Obligations.
- iii) The Affected Obligations shall be suspended until such time as the Force Majeure Event has ceased to affect the Affected Obligations. The Affected Party shall notify the other Party in writing when the Force Majeure Event has ceased to affect the Affected Obligations.
- iv) The Affected Party shall recommence performance of the Affected Obligations as soon as is reasonably practicable following a notice served in accordance with sub-clause iii) above.
- v) The Affected Party shall not be liable for any consequences including delays, in relation to the Project caused by a Force Majeure Event notified in accordance with sub-clause ii) above.
- vi) If a Force Majeure Event continues to affect the Affected Obligations for at least sixty-five (65) Business Days, the Affected Party may terminate this Consultancy Agreement with immediate effect by notice in writing.

1.11.17 Software as a Service

Where the Services include the use of any Software, the Client's right to use the Software shall be conditional on, and subject to the terms of, a software agreement between the Client and the Consultant (or where the Software is owned by an affiliate of the Consultant, such affiliate). Notwithstanding any other provision in the Consultancy Agreement, the Consultancy Agreement shall not grant the Client a licence or right to use any Software, nor in anyway transfer or assign ownership of any Software to the Client or a third party.

2 SCHEDULE 2 – SCOPE OF SERVICES

2.1 DEFINE SCOPE OF SERVICES AS ACCURATELY AS POSSIBLE

The scope of services to be delivered to the client will be defined here...

CONSTRAINTS

If there are any constraints on the provision of our services then these will also be defined here ...

3 SCHEDULE 3 – DETAILS OF CLIENT'S SUPPLIES TO CONSULTANT

Obligations on the Client to supply information or services will be agreed and defined here...

4 SCHEDULE 4 – TERMS OF PAYMENT

The terms of payment at Clause 1.8 are of general application. Specific issues regarding payment will be detailed here...

INCLUDE:

All invoices to be sent to:

Address for service of MM invoices to Client

Payment terms Lump sum/Time scale rates/target cost/pain share/gain share etc.

Payment cycle monthly/milestone/activity schedule

Currency

Escalation of rates (use wage escalation indices and not prices)

Taxation

Variation Valuation procedure – time scale, negotiated lump sum etc.

5 SCHEDULE 5 – WARRANTY TERMS (IF AGREED)

If a warranty is to be provided it will be detailed here...

