

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NUMBER:

THIS AGREEMENT is made on [Date].

BETWEEN:

RedRock Consulting Limited, a company incorporated in England & Wales with company number 05415757 and having its registered office at Pembroke House, 15 Pembroke Road, Clifton, Bristol, BS8 3BA ("RedRock"); and

[Client Legal Entity Name], a company incorporated in England & Wales with company number [Company Number] and having its registered office at [Client Registered Address] ("the Client")

WHEREBY it is agreed as follows: -

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions shall have the meanings set out below:

"Change Request" means any Change Request requesting changes to the Statement of Work will be captured and agreed in writing by the Client and RedRock, using the pro-forma Change Request template as set out in Schedule 2 of this Agreement. The Change Request shall specify all changes from the previously agreed statement of work.

"Client" means "the Client" detailed above, for whom RedRock will perform the Services

"Commencement Date" means the date from which RedRock is contracted to perform the Services

"Consultant" means the person designated by RedRock to provide the Services

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; 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 (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a Party.

"Personal Data" means personal data as defined in the Data Protection Legislation

"Services" means in respect of the Statement of Works, the services to be provided to the Client under, and as described in the Statement of Works and associated Change Requests.

"Statement of Work" means any Statement of Work for the Services agreed in writing by the Client and RedRock, using the pro-forma Statement of Work template as set out in Schedule 1 of this Agreement. The Statement of Work shall specify:

- (i) the Scope / Description of Services;
- (ii) the Agreed Deliverables; and

(iii) the Service Period and Agreed Charges

"Service Period" means, in respect of the Statement of Works, the period of time for provision of the Services

"TUPE" means Transfer of Undertakings (Protection of Employment) Regulations 2006.

2. SERVICES

- 2.1 RedRock agrees to provide the Services to the Client during the term of this Agreement in accordance with its terms, the Statement of Works and such supplements to this Agreement as the parties may from time to time agree in writing.

3. PROVISION OF THE SERVICES

- 3.1 RedRock shall use its best endeavours to procure that the Services are provided with reasonable skill and care.
- 3.2 RedRock will procure the removal of the Consultant on one day's notice if the Client requests so for reasons of the Consultant's gross misconduct, technical incompetence or unprofessional performance provided that such request is made in writing together with a full and reasonable explanation thereof and RedRock shall use its best endeavours to provide a replacement as soon as possible but shall have a reasonable period within which to do so.
- 3.3 In the event that RedRock is unable to provide a replacement at the end of such period either party shall be entitled to terminate this Agreement forthwith without thereby incurring any liability to the other

4. INDEPENDENT CONTRACTOR

- 4.1 RedRock is acting in the performance of this Agreement as an independent contractor. RedRock affirms that neither it nor the Consultant are employees of the Client for any purpose.
- 4.2 Without prejudice to the generality of the foregoing, if the Consultant is found or deemed to be employees of the Client for any purpose, including, inter alia, tax purposes, RedRock shall immediately cease providing the Services.

5. PAYMENT

- 5.1 The Client shall pay RedRock at the rates and/or fees specified in the Statement of Works.
- 5.2 Each request for payment by RedRock shall be accompanied by an invoice and, where appropriate, completed management information, and authorised by a representative of the Client.
- 5.3 Fees payable shall be exclusive of VAT which, where applicable, shall be charged additionally at the then prevailing rate at the date the Services were provided. Payment shall be made within the period specified in the Statement of Works after receipt of an invoice. The Client shall reimburse RedRock for expenses incurred by the Consultants provided that such expenses are approved by the Client in writing in advance.
- 5.4 All invoices submitted under this Agreement and the Statement of Works shall be addressed to the Client except where otherwise agreed.
- 5.5 All invoices will be submitted electronically to [client invoice submission email address].

6. CONFIDENTIALITY

- 6.1 RedRock shall not use, divulge, or communicate without the Client's prior written consent, any of the trade secrets or other confidential, technical or commercial information of the Client or its clients or third parties to which the Client owes a duty of confidentiality (together, "Confidential Information") which RedRock may receive or obtain during the period of this Agreement. RedRock shall not use the same other than for the purpose of providing the Services to the Client.
- 6.2 Upon termination of this Agreement for any reason RedRock shall deliver up to the Client all documents containing Confidential Information in its possession.
- 6.3 This clause does not apply to information which may come into the public domain otherwise than by breach of this clause.

7. LIMITATION OF LIABILITY

- 7.1 The liability of RedRock to the Client under this Agreement, including, without limitation, clauses 3.1, 6.1 and 10 (other than in relation to death, personal injury, confidentiality obligation or data protection breach) shall be limited to a maximum amount equal to the aggregate of all sums payable to RedRock from the Client pursuant to the provisions of clause 5 of this agreement and whether in respect of a single incident or series of incidents.
- 7.2 In no circumstances shall RedRock be liable for any consequential loss, loss of profit or similar losses, howsoever arising, as a result of provision of the Services.

8. PROPRIETARY RIGHTS AND INFRINGEMENT

- 8.1 If during this Agreement RedRock's Consultants make or create either individually or in conjunction with any other person or persons an idea, method, invention, discovery, design, concept or other work either in the course of performing his or her obligations hereunder or relating to or capable of being used in those aspects of the businesses of the Client upon which they are engaged all rights in the same shall belong to the Client.
- 8.2 Notwithstanding clause 8.1 above RedRock shall not be liable to the Client for any breach of its provisions or any infringement or alleged infringement of any patent, copyright, trade secret or other proprietary rights of the Client or any third party whether arising out of provision of the Services or use by the Client of the Services or otherwise.

9. CLIENT OBLIGATIONS

- 9.1 To the extent that the Client may receive confidential information relating to RedRock as a result of this Agreement the Client shall owe an equivalent duty of confidentiality to RedRock and the provisions of clause 6 shall apply mutatis mutandis.
- 9.2 The Client agrees to provide RedRock and its Consultants with all reasonable facilities to enable RedRock to provide the Services.
- 9.3 The Client agrees not to employ the services of the Consultant either directly or through any third party to

undertake work of a similar nature during the term of this Agreement or on completion of the Service Period expressed in the applicable Statement of Work and thereafter for a period of 6 months.

- 9.4 The Client agrees to provide RedRock with all appropriate health and safety information relevant to the Services including copy guidelines and shall use its best endeavours to procure compliance.
- 9.5 The Client accepts that RedRock will use reasonable endeavours to supply the Services and is fully accountable for the selection process of its consultants.
- 9.6 The Client agrees that RedRock, at the Client's sole discretion and express written agreement, may provide the Services at a working location other than those of the Client's own premises.

10. DATA PROTECTION AND DATA PROCESSING

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 10.2 The Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to RedRock for the duration and purposes of this agreement.
- 10.3 RedRock shall, in relation to any Personal Data processed in connection with the performance by RedRock of its obligations under this agreement:
- (i) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (ii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential in accordance with clause 6;
 - (iii) not transfer any Personal Data outside of the European Economic Area unless the following conditions are fulfilled:
 - the Client or RedRock has provided appropriate safeguards in relation to the transfer;
 - the data subject has enforceable rights and effective legal remedies;
 - RedRock complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - RedRock complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data.

(iv) notify the Client without undue delay on becoming aware of a Personal Data breach.

- 10.4 The Client consents to RedRock appointing third-party processors of Personal Data necessary for the purpose of delivering the Services. RedRock confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Client and RedRock, RedRock shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 10.

11. TERM AND TERMINATION

- 11.1 This Agreement begins on the Commencement Date and ends on the last day of the Service Period in accordance with its terms.
- 11.2 Without prejudice to any other rights or remedies which it may have, either party ("the Non-Defaulting Party") may terminate this Agreement forthwith without notice if:
- (i) the other party ("the Defaulting Party") is in breach of any material obligation or warranty on its part to be observed and performed provided that the Non-Defaulting Party shall have previously notified the Defaulting Party in writing of such breach and the Defaulting Party has been given 14 days from service of such notice to remedy the same (if capable of remedy) or in the event that such breach shall be incapable of remedy the parties agree terms of compensation (financial or otherwise) to the reasonable satisfaction of the Non-Defaulting Party; or
 - (ii) (save in relation to re-organisation, re-construction or amalgamation not affecting the credit worthiness of the other party) an administrator, receiver or liquidator is appointed in connection with the other party or of any part of its business or the other party is otherwise insolvent.
- 11.3 Either party may terminate this Agreement on giving notice of not less than the period set out in the Statement of Works.

12. TUPE

- 12.1 Neither party envisages that the arrangements contemplated by this Agreement or any associated arrangements, nor the expiry or termination of this Agreement or any Services hereunder, will constitute a relevant transfer within the meaning of TUPE.

13. MODERN SLAVERY ACT ("MSA 2015")

The Supplier warrants that it:

- a) is/has not been involved in any acts of modern slavery and/or unethical sourcing either within its organisation or with its supply chain, sub-contractors or with any other third parties,
- b) will thoroughly investigate its employment practices, and those of its suppliers, to ensure that there is or has been no anti-MSA 2015 activity in its recruitment processes,
- c) will immediately notify the Client if the Supplier has reason to believe that it or its supply chains may be involved in offences and/or alleged offences provided by the MSA 2015, and
- d) will put in place necessary processes, procedures, investigations and compliance system to ensure that the warranties made in this Clause 13 will continue to be the case at all times.

14. NOTICES

Any notice or communication required to be given by either party hereunder shall be in writing and shall be hand delivered or sent by pre-paid first-class post or by email receipted transmission to the party receiving such communication at the address specified in this agreement.

15. GENERAL

- 15.1 This Agreement and the attached Statement of Works supersede all prior agreements and understanding between the parties for performance of the Services, whether made orally or in writing, and constitute the complete agreement and understanding between the parties unless subsequently varied in writing and signed by an authorised representative of both parties.
- 15.2 This Agreement is not assignable in whole or in part by either party without the prior written consent of the other party.
- 15.3 If any provisions of this Agreement (or any portion thereof) is determined to be invalid or unenforceable the remaining provisions of this Agreement shall not be affected thereby and shall be binding and be enforceable as though if such invalid or unenforceable provision (or portion thereof) were not contained in this Agreement.
- 15.4 This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

The Parties agree as evidenced by their e-signature below to be bound by the above terms.

Signature _____
Duly authorised for and on behalf of
REDROCK CONSULTING LIMITED

Name	[RedRock Signatory Name]
Role	[RedRock Signatory Role]
Date	[Execution Date]

Signature _____
Duly authorised for and on behalf of
[CLIENT NAME]

Name	[Client Signatory Name]
Role	[Client Signatory Role]
Date	[Execution Date]

SCHEDULE 1 - SOW

PRO FORMA – STATEMENT OF WORK

[SOW Title / Project Name]

Ref: [CLIENTCODE].SOW001

1. Summary

This Statement of Work ("SoW") is entered into on the [execution date] between [client name] ("the Client" or "[short client name]") and RedRock Consulting Ltd ("the Supplier" or "RedRock") and details the pricing, provision and scheduling of professional services ("the Services") to be delivered.

This SoW will be governed by the terms and conditions of the Professional Services Agreement ("PSA") dated [PSA execution date] between (1) the Client and (2) the Supplier, to the extent they are not varied by the provisions set out in this SoW and all of the terms and conditions of the PSA are incorporated into this SOW by reference. Any Supplier terms and conditions shall not be applicable to this SoW including those attached to any Supplier quotation(s).

2. Purpose

This SoW describes the Services which will be provided by the Supplier to the Client. If requirements for the Services and/or Project change after execution of this SoW, this SoW may be changed by the parties in accordance with the change control process agreed in writing between the parties.

This SoW has been created to deliver the Services to the Client [insert a few sentences describing the overarching purpose of this SoW. i.e. to support a program with deliverables, overall objectives, provide capacity etc.]. The goal of [insert ultimate SoW goal] will be achieved by delivering the outcomes detailed in this SoW.

3. Duration

The commencement date of this SoW shall be [commencement date for SoW], with an expected end date of [end date of SoW] unless an extension is mutually agreed in writing via a change request submitted requested by the Client and accepted by the Supplier.

4. Scope of Services

The following sections describe the core deliverables, the activities that are in scope for this SoW and those that are out of scope, subject to any instructions received by the Supplier from Client. The Services conducted under this SoW will conform with industry best practice and methodology for the capabilities required and services being delivered.

Deliverables

[In a couple of sentences outline the "headline" deliverable, then breakdown below. Could be a table outlining key deliverables and milestones etc.]

- [Outline all core deliverables that will be required to be delivered and measured as part of this SoW]
- [Deliverable 2]

- [Deliverable 3 etc]

In Scope

The following items are activities considered in scope with regard to the delivery of the outlined deliverables governed by this SoW:

- [insert a number of in scope activities for this SoW]
- [In scope activity 2]
- [In scope activity 3 etc]

Out of Scope

The following items are activities considered out of scope with regard to the delivery of the outlined deliverables governed by this SoW:

- [insert a number of out of scope activities for this SoW]
- [Out of scope activity 2]
- [Out of scope activity 3 etc]

Acceptance Process

A delivery methodology will be agreed between the Client and Supplier and the Client will have visibility of delivery planning and agreed deliverable review checkpoints.

Deliverable review checkpoints will be performed frequently throughout the Service Period, the Client will review Deliverables provided by the Supplier as part of the Services performed as described in this SoW. The Client will provide, in a timely manner, formal acceptance of those Deliverables.

Should there be a change in the Deliverables required by the Client, a written change request shall be submitted to the Supplier by the Client.

Under no circumstances shall the Supplier commence work beyond the budget, the service period and agreed scope captured in a signed SoW or Change Request without written approval in advance from the Client.

Risks

The following risks have been captured that are likely to emerge during the execution of this statement of work:

Ref	Description	Mitigation
R.001	@@	@@
R.002	@@	@@
R.@@	@@	@@

Assumptions

The following assumptions have been made for the preparation of this statement of work:

Ref	Description
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A.001	@@
A.002	@@
A.@@	@@

Dependencies

The following dependencies have been identified to support the successful execution of this statement of work:

Ref	Description	Impact of dependency failure
D.001	@@	@@
D.002	@@	@@
D.@@	@@	@@

Tools

Tools to be used during delivery of these Services are not defined as they may change during delivery for reasons of agility or informed by the nature of the engagement directly with the Client or other 3rd parties.

Party	Tools Required to deliver the services
RedRock	- Tool 1 - Tool 2
Client	- Tool 1 - Tool 2
3 rd Party	- Tool 1 - Tool 2

Roles and Responsibilities

The roles and responsibilities of the team acting under this SoW are defined as follows:

Role	Client or Supplier	Responsibilities
RedRock Delivery Manager	Supplier	Oversight of the team, key contact for the Client, management of performance and Client escalation.
RedRock Account Manager	Supplier	Primary client account ownership. Escalation route.
[add / amend as needed]		

Governance

This SoW will follow the governance framework, process, and meeting cadence required by the Client. To assure and guarantee a successful delivery of the Services described within this SoW, an established RedRock governance framework will be applied as needed, i.e. in the absence of a Client provided framework or to fulfil gaps in governance provided.

Base Locations

The Services detailed in this SoW will be performed from the following base location(s).

Location	Frequency
Remote	5 days per week
[add / amend as needed]	
Onsite attendance will be facilitated for adhoc meetings & workshops.	

Service Availability

The Supplier team will work closely with the Client teams to align availability needed however this SoW assumes standard working hours to be Monday to Friday 9am – 5pm. The Supplier team will not be available on UK Public Holidays unless by prior arrangement with the Supplier Delivery Manager.

Timesheets

The Supplier team, where applicable, will complete timesheets within the Supplier timesheet system for the purpose of Invoicing to the Client.

[For Time & Materials engagements, to create visibility, timesheet reports can be sent to the Client by the Supplier on an agreed schedule.]

Should the Client have a requirement for the Supplier team to complete timesheets within a Client timesheet system, this is permitted but these timesheets will be valid for internal Client reporting only and will not form the basis of the invoices generated by the Supplier.

5. Charges

Invoicing

DELETE AS APPROPRIATE

Services will be invoiced on a Time and Materials basis invoiced [monthly -or- per project stage] in arrears against approved timesheets for outlined deliverables. Supplier team timesheets relating to the deliverables will be approved by the Supplier in accordance with the terms of this SoW and Invoices will be accompanied by supporting spend breakdowns for visibility.

--OR--

Services will be invoiced on a fixed price basis invoiced monthly in arrears against pre agreed work packages. Work packages will be approved in accordance with the terms of this SoW.

The Supplier will submit electronic invoices in accordance with the Client's electronic invoice and payment process. Invoices will only be submitted to the Client upon the agreed acceptance criteria outlined above. Details to be included on the invoice will be agreed within the delivery team.

Invoice payment shall be made within 30 working days after receipt of an undisputed invoice.

Purchase Order

The Client [will -or- may] provide to the Supplier a Purchase Order to provide commercial cover for the activities under this SoW.

Charges

The following table outlines all capabilities engaged via this SoW, along with max days for the capability and the team size within each capability.

Capability	Day Rate	Days	Total
[Capability description] services to achieve the deliverables outlined. Team size: [# of resources for this capability]	£[day rate] PD Excluding VAT	[max # days]	£[xx,xxx]
[Capability description] services to achieve the deliverables outlined. Team size: [# of resources for this capability]	£[day rate] PD Excluding VAT	[max # days]	£[xx,xxx]
[Capability description] services to achieve the deliverables outlined. Team size: [# of resources for this capability]	£[day rate] PD Excluding VAT	[max # days]	£[xx,xxx]
Total			£[total] Ex. VAT

Expenses

Day rates are not inclusive of expenses associated with the Supplier attendance at any sites other than the base locations outlined in the Base Locations section of this SOW.

If the Supplier is instructed in writing by the Client to travel to a Client location, expenses will be charged back to the Client. Expenses charged to the Client will be supported by evidence such as receipts and where applicable, their VAT registration number.

6. Termination

Either party may request termination of this Statement of Work, in writing, by providing no less than the notice periods outlined below:

Notice from RedRock to the Client:	4 weeks notice
Notice from the Client to RedRock:	2 weeks notice

The Parties agree as evidenced by their e-signature below to be bound by the above terms.

Signature _____

Duly authorised for and on behalf of

REDROCK CONSULTING LIMITED

Name	[RedRock Signatory Name]
Role	[RedRock Signatory Role]
Date	[Execution Date]

Signature _____

Duly authorised for and on behalf of

[CLIENT NAME]

Name	[Client Signatory Name]
Role	[Client Signatory Role]
Date	[Execution Date]

SCHEDULE 2 - CR

PRO FORMA - CHANGE REQUEST

[CR Title / Project Name]

Ref: [CLIENTCODE].CR001

1. Summary

Change Request ("CR") to the Statement of Work ("SOW") between [client name] ("the Client" or "[short client name]") and RedRock Consulting Ltd ("the Supplier" or "RedRock") dated DATE under RedRock reference SOWxxx.

2. Change Overview

Title of Change	
Reason for Change	
Originator of Change	
Date Requested	
SOW Clause Amendment Summary	1. Amendment to clause x.x "Section Name" 2. Amendment to clause x.x "Section Name"

3. Clause Amendments

All clause amendments to the original SOW required are as follows:

1) Amendment to clause x.x "Section Name"

Effective immediately, both parties agree to delete clause x.x "Section Name" in its entirety and replace with this new clause x.x as stated below:

[INSERT REPLACEMENT DETAIL FROM SOW]

2) Amendment to clause x.x "Section Name"

3) Effective immediately, both parties agree to amend clause x.x "Section Name" and replace only the below elements as stated below:

[INSERT REPLACEMENT DETAIL FROM SOW]

All defined terms in the Statement of Work shall, unless expressed to the contrary or the context otherwise requires, continue to have the same meanings where used in this CR.

This CR shall be interpreted in accordance with the SOW, all terms and conditions of which shall continue to have full force and effect, except to the extent as varied by this CR.

The Parties agree as evidenced by their e-signature below to be bound by the above terms.

Signature _____
Duly authorised for and on behalf of
REDROCK CONSULTING LIMITED

Name	[RedRock Signatory Name]
Role	[RedRock Signatory Role]
Date	[Execution Date]

Signature _____
Duly authorised for and on behalf of
[CLIENT NAME]

Name	[Client Signatory Name]
Role	[Client Signatory Role]
Date	[Execution Date]