HPS-05-04-CT-xxxx

General Terms and Conditions

in respect of a Contract between

Customer Company (Customer)

and

Hyde Park Solutions Limited (Supplier)

for

The provision of [enter service details]

Contents

This Agreement is made the <date to be inserted>

Between:

[customer] whose principal place of business is at [customer address] (Customer)
and

Hyde Park Solutions Limited (HPS), Registered No SC336107, whose registered office is at 2 Octavia Buildings, Kilmacolm, Renfrewshire, PA13 4AE (Supplier)

(each a Party and together the Parties).

(i) Whereas the Customer and its affiliates may each wish from time to time to acquire certain services described in the documents referred to in clause (iii)(a) below, and wish to appoint the Supplier to provide such services.

(ii) And whereas the Supplier is willing to provide such services and to accept such appointment upon the terms and conditions set out in or referred to in this form of agreement.

(iii) Now it is hereby agreed that the following document shall be read as one and shall constitute the entire agreement between the parties in conjunction with the undermentioned Schedules A, B and C (as may be changed by agreement from time to time) and shall prevail over and supersede all prior agreements, understandings, statements, commitments and communications between the parties with respect to the services, and neither party shall be bound by any such agreements, understandings, statements, commitments and communications not appearing in or incorporated by specific reference into the contract.

- Schedule A – Scope and Deliverables
- Schedule B – Support and SLAs
- Schedule C – Costs and Invoicing

1.0 Definitions and Interpretation

1.1 In this appointment, the following terms shall have the following meanings:

"Working Day"	means any day other than a Saturday, Sunday or Bank Holiday;
"Commencement Date"	means the commencement date for the Contract;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Contract"	means the contract for the supply of the Services stated in the attached Schedules under these Terms and Conditions;
"Contract Price"	means the price stated in Schedule C payable for the Services;
"Completion Date"	means the date on which the Services are to be provided as stipulated in the Customer's order and accepted by the Supplier;
"Month"	means a calendar month;
"Services"	means the Services to be provided to the Customer as set out in the Schedules

2.0 References

2.1 Unless the context otherwise requires, each reference in these Terms and Conditions to:

"Writing"	writing and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
"a Statute"	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;
"these Terms and Conditions"	is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
"a Schedule"	is a schedule to these Terms and Conditions; and
a Clause or paragraph	is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
a "Party" or the "Parties"	refers to the parties to these Terms and Conditions.

2.2 Headings

2.2.1 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2.3 Words

2.3.1 Words imparting the singular number shall include the plural and vice versa.

2.4 Gender

2.4.1 References to any gender shall include the other gender.

3.0 Terms and Conditions

3.1 The Customer understands and agrees to the proposed work detailed within this Agreement and agrees to operate as based on these terms of the Agreement.

3.2 This Agreement between the parties in relation to the subject matter hereof, supersedes any or all previous proposals and understandings between the parties with respect thereof (whether oral or written) and may not be modified except by an instrument in writing signed by the duly authorised representatives of each of the parties.

4.0 Supply of Services

4.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.

4.2 In supplying the Services, the Supplier shall:

4.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;

4.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;

4.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

4.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

4.2.5 comply with all applicable laws; and

4.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

4.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

5.0 Term and Renewal

5.1 The Contract shall commence on [commencement date], (the Commencement Date) when signed by both parties and, subject to clauses 5.2 and 5.3 below, shall continue for 12 months (the Initial Period), unless terminated earlier in accordance with the provisions of the Contract.

5.2 After expiry of the Initial Period, either party may terminate this agreement given notice of the same to the other party of no less than three months' notice in writing subject to clause 8.1.1 below.

5.3 After expiry of the Initial Period, the agreement will be deemed to have been renewed by both parties under the same terms subject to clause 10.1.10 for a further period of twelve months during which the notice period set out 5.2 will apply.

6.0 Liability

6.1 For the avoidance of doubt:

6.1.1 Neither Customer (or its successor in title or assignee as the case may be), shall have any liability to the Supplier;

6.1.2 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

6.2 Subject always to clause 6.2.3:

6.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 100% of the Charges paid or payable to the Supplier; and

6.2.2 in no event shall the Supplier be liable to the Customer for any:

6.2.2.1 loss of profits;

6.2.2.2 loss of business;

6.2.2.3 loss of revenue;

6.2.2.4 loss of or damage to goodwill;

6.2.2.5 loss of savings (whether anticipated or otherwise); and/or

6.2.2.6 any indirect, special or consequential loss or damage.

6.2.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

6.2.3.1 Death or personal injury caused by its negligence or that of its Staff;

6.2.3.2 Fraud or fraudulent misrepresentation by it or that of its Staff; or

6.2.3.3 Any other matter which, by law, may not be excluded or limited.

6.2.3.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

7.0 Warranty

7.1 The Supplier warrants that:

7.1.1 It has full power and authority to provide the Services to the Customer and to grant the Customer the rights granted herein, and that each Service and accompanying documents are free of any and all restrictions, settlements, judgments or adverse claims;

7.1.2 All Services will be performed by the Supplier in a professional manner, consistent with the standard of skill and care exercised by the best professionals within the Supplier' industry on projects of comparable scope and complexity, in a similar location.

7.1.3 The Supplier is sufficiently experienced, properly qualified, registered, licensed, equipped, organised, and financed to perform the Services in compliance with the terms of this Agreement;

7.1.4 The Supplier will devote such time, personnel and resources for the performance of its duties under this Agreement and any Purchase Order.

7.1.5 There is no copyright, patent, or trade secret or other proprietary right of a third party that would be infringed or misappropriated by the Customer's use of the Services, deliverables or any other intellectual property provided under this Agreement.

7.1.6 In the event that any Services, deliverables or any other intellectual property provided under this Agreement is held to constitute an infringement and its use is enjoined, the Supplier will, at its own expense and at its option,

7.1.6.1 Procure for the Customer, the right to continue to receive the Services, deliverables or other intellectual property provided in connection herewith, or

7.1.6.2 If applicable, replace the same with non-infringing Services, deliverables or any other intellectual property of equivalent function and performance, or

7.1.6.3 Modify the Services, deliverables or any other intellectual property so they become non-infringing without detracting from function or performance, or

7.1.6.4 If alternatives 7.1.6.1, 7.1.6.2 and 7.1.6.3 are not reasonably available, refund to the Customer all fees paid to the Supplier for wilfully infringing Services, deliverables or any other intellectual property and indemnify and hold the Customer harmless from any costs, loss, damage or expense incurred by the Customer as a result of such infringement.

8.0 Termination

8.1 Termination for Convenience

8.1.1 The Customer has the right to terminate this Agreement and any Purchase Order or a set of Purchase Orders without liability at any time, without cause, upon three (3) months prior written Notice to the Supplier, such notice can only be given three months before the initial period end date.

8.2 Termination with Cause

8.2.1 Either party may terminate this Agreement and any individual Purchase Order immediately and without legal intervention upon written Notice to the other party in the event that:

8.2.1.1 A trustee or receiver is appointed for either party for any or all of such party's property;

8.2.1.2 Either party becomes insolvent or unable to pay debts as they mature, or ceases to so pay, or makes an assignment for the benefit of creditor;

8.2.1.3 Bankruptcy or insolvency proceedings under bankruptcy or insolvency code or similar law, whether voluntary or involuntary are properly commenced by or against a party;

8.2.1.4 Either party is dissolved or liquidated;

8.2.1.5 There is any material change in the control of either quoted parent company of each party; any transfer of any substantial part of such party's business, provided that such change or transfer has an adverse effect on a party.

8.2.1.6 The other party breaches any material provision of this Agreement and such breach is not cured within thirty (30) days after written Notice thereof is received by the breaching party.

8.2.1.7 The other party has failed to perform its obligations or has not delivered the Services and was not able to deliver such Services after two (2) repeated written Notices of non-performance. In such a case, the Notice for termination will be of thirty (30) days and the termination will be effective on the last day of the Notice period.

8.2.1.8 Both parties have the right to terminate this Agreement, any Purchase Order or a set of Purchase Orders immediately without liability if this Agreement or any portion therefore is terminated.

8.2.1.9 Termination of this Agreement for any reason shall not affect the performance of any individual Purchase Order unless otherwise agreed.

8.3 Transition

8.3.1 Upon Notice of termination of, or intent not to renew, this Agreement:

8.3.1.1 The Supplier shall return all the Customer's Property, Confidential Information (clause 15.0 of this agreement), Work Product and Customer Intellectual Property; and the Customer shall return all Supplier Property and Confidential Information.

8.3.1.2 The Supplier shall remove all Supplier-owned equipment, supplies, materials, tools, furniture, and vehicles at no additional cost to the Customer; and

8.3.1.3 For an agreed additional cost the Supplier will cooperate with the Customer to develop as promptly as reasonable a comprehensive plan for the transferring the Services back to the Customer or to any new Supplier designated by the Customer. The Supplier shall assist the Customer in transferring the Services in a diligent manner in order to minimise the possibility of discontinuity or disruption to the Customer. As part of the transfer of the Services, the Supplier shall provide adequate information on the Services environment to allow the Customer or any new Supplier to duplicate such environment and the Services.

8.3.1.4 For an agreed additional cost, the Supplier will agree with the Customer on specific transfer of competences, as the case may be, and depending upon the competences which are critical for the transition phase; both Parties agree to consult and facilitate such transfers at conditions which have to be agreed upon.

9.0 Governance and Meeting Structure

9.1 The Supplier shall:

9.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

9.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

9.2 The Supplier shall keep and maintain until three (3) years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

9.2.1 Central ownership and governance of the application and solution will be important to ensure:

9.2.1.1 alignment with the Customer business processes

9.2.1.2 universal use of the application

9.2.1.3 control of further development – no tailored changes for single stakeholder

9.3 A strong governance model and processes will be implemented in which the following types of meetings will be organised:

Governance meeting	Frequency	Attendees Customer Business	Attendees Customer IT	Attendees Supplier	Agenda
Support Kick Off Meeting	One Off			Support Services Manager	To agree working practices at user level
Support Review Meeting	As required by the Supplier			Support Services Manager	To review any outstanding support tickets and agree on resolution

10.0 Remuneration and Invoicing

10.1 Services will be reimbursed based upon the Table of Charges and Invoice Timetable attached as Schedule C

10.1.1 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts upon presentation of the invoice.

10.1.2 The charges for the Services shall be as set out in the Purchase Order and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

10.1.3 For Annual Support agreements, payment terms are in full and in advance.

10.1.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

10.1.5 A day is 8 working hours.

10.1.6 All support will be provided remotely; no provision is made for on-site support except if agreed between the Supplier and the Customer.

10.1.7 Should on-site support be required, any travel costs for delivering this service will be in addition to the costs shown herein, and agreed between the Supplier and the Customer prior to the on-site visit taking place.

10.1.8 Agreed on-site days, unless otherwise specified, can only be booked for normal business work days, and excludes bank holidays and weekends.

10.1.9 The Customer is responsible for maintaining annual Oracle License Product Support and Software Updates directly with Oracle for their perpetual licences.

10.1.10 Both Parties reserve the right to review the Remuneration after 12 months, and annually each year thereafter.

10.1.11 The Supplier will provide a monthly report giving a reasonably detailed description of time worked and services performed each month, with reference to the Customer ticket number.

10.1.12 Closure of a Customer ticket by the Customer constitutes acceptance of the service provided

10.1.13 If travel is required and approved by the Customer in advance, (e.g. to attend governance meetings) the Customer shall reimburse the Supplier the actual cost for travel, accommodation and other reasonable out-of-pocket expenses directly associated with the provision of the Support Services.

10.1.14 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

10.2 Invoice Requirements

10.2.1 The Supplier will ensure that all invoices presented will quote the Customer Purchase Order Number and/or Contract Number.

11.0 Premises

11.1 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.

12.0 Staff and Key Personnel

12.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

12.1.1 refuse admission to the relevant person(s) to the Customer's premises;

12.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or

12.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

12.1.4 and the Supplier shall comply with any such notice.

12.2 The Supplier shall:

12.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;

12.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and

12.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

12.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

12.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

13.0 Subcontractors

13.1 With formal written approval from Customer (such approval not to be unreasonably withheld or delayed), Supplier may subcontract the services to be performed hereunder.

13.2 Notwithstanding this subsection, Supplier's use of subcontractors will not relieve Supplier of the responsibility for the subcontractor's performance, and Supplier' obligations and responsibilities assumed under this Statement of Work will be made equally applicable to such subcontractors.

13.3 Customer reserves the right to reject Supplier's use of a subcontractor in performance of the obligations set out in this Statement of Work for a justified reason and provided that such reason shall not be contrary (or result in Supplier contravening) any law including in respect of sex, race or disability discrimination.

14.0 Intellectual Property Rights

14.1 All Intellectual Property Rights belonging to a Party prior to signing of this Agreement shall remain vested and remain the property of that Party.

14.2 The Customer is the absolute legal and beneficial owner of the Customer IPR. Any derivative works, modifications, enhancements or improvements to the Customer IPR (or related documentation) carried out by or on behalf of the Supplier shall be bespoke deliverables. Absolute legal and beneficial ownership of all Intellectual Property Rights in the same shall vest with the Customer

14.3 The Supplier is the absolute legal and beneficial owner of the Supplier IPR. Any derivative works, modifications, enhancements or improvements to the Supplier IPR (or related documentation) and made available to the Customer pursuant to this Agreement shall be deliverables. Absolute legal and beneficial ownership of all Intellectual Property Rights in the same shall vest with the Supplier.

14.4 Any Intellectual Property Rights developed by the Supplier specifically for the Customer under or in connection with this Agreement shall be bespoke deliverables, except those parts containing Supplier IPR. All Intellectual Property Rights in bespoke deliverables shall vest with the Customer.

15.0 Confidentiality, Transparency and Publicity

15.1 Subject to clause 15.2, each Party shall:

15.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

15.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

15.2 Notwithstanding clause 15.1, a Party may disclose non-confidential Information which it receives from the other Party:

15.2.1 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses non-confidential Information pursuant to this clause shall observe the Supplier's confidentiality obligations under the Agreement; and

15.3 The Supplier shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

15.4 All information exchanged is considered as confidential. So, any disclosure of information to a third party not covered by this agreement will require written confirmation from both parties. In addition any IT configuration information and in particular IP address information and firewall related information should be considered confidential by default, even if that point is not specifically expressed during any exchange of information. Likewise, other information such as telephone numbers, email addresses, physical addresses is also to be considered as confidential by default.

15.5 The parties will not publicise the terms of this Agreement, or the relationship, in any advertising, marketing or promotional materials without prior written consent of the other party except as may be required by law, provided the party publicising obtains any confidentiality treatment available.

15.6 Supplier will use information regarding this Agreement only in the performance of this Agreement.

15.7 For any business personal information relating to Supplier Personnel that Supplier provides to Customer, Supplier has obtained the agreement of the Supplier' Personnel to release the information to Customer and to allow Customer to use such information in connection with this Agreement.

16.0 Force Majeure

16.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

17.0 Dispute Resolution

17.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

17.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 17.1, the dispute may by agreement between the Parties be referred to a neutral adviser or Mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

17.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

18.0 General

18.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

18.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

18.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

18.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

18.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

18.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

18.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

18.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

19.0 Notices

19.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 19.3, e-mail to the address of the relevant Party set out in the Purchase Order, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:

19.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

19.3 Notices under clauses 8.0 (Termination) and 16.0 (Force Majeure) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 20.1.

20.0 Governing Law and Jurisdiction

20.1 The validity, construction and performance of the Agreement, and all contractual and noncontractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

21.0 Breach of Contract and Enforcement of Terms

21.1 Both parties agree to reimburse on an indemnity basis any and all costs incurred in the course of enforcing compliance with the terms of this agreement or in the event of the enforcing party obtaining a judgement against the other party, regardless of the applicable position in law relating to legal costs.

In witness whereof the Parties have caused this form of agreement to be signed for and on behalf of them.

For and on behalf of [customer]:

Witness:

Signature: .... Signature: ....

Name: .... Name: ....

Title: .... Title: ....

For and on behalf of Hyde Park Solutions Limited:

Witness:

Signature: .... Signature: ....

Name: .... Name: ....

Title: .... Title: ....

Your contacts at Hyde Park Solutions Limited for both contractual matters and issues concerning this document:

Name:		**Name:**	
Job Title:		**Job Title:**	
Phone:		**Phone:**	
Email:		**Email:**	

Schedule A – Scope and Deliverables

[Contract specific details to be entered here]

As an example, below are some common support tasks and deliverables for Primavera applications:

- Answering questions related to the use of the specified Primavera applications by the Customer staff.
- Assisting the Customer with configuration of the specified Primavera applications to meet the Customer's business requirements.
- Assisting with troubleshooting and resolving issues arising from use of the application by the Customer staff.
- Quarterly review of Oracle upgrades advising of any changes that may impact the Customer's application environment and assisting with any required configuration changes plus providing details of new features that may benefit the customer.
- The Supplier will directly contact Oracle to raise SRs for issues with the environment and raise SRs with Oracle for any problems with the specified application identified as requiring assistance from Oracle.
- Additional activities e.g. application health checks or user administration may be included in the support hours subject to the General Terms and Conditions of this agreement.

Schedule B – Support and SLAs

B.1 Support Framework

B.1.1 In-Scope Services

The in-scope services under this agreement are:

- Application Service Management (ASM) – Detailed in Section B.3.1
- Application Maintenance Services (AMS) – Detailed in Section B.3.2
- Application Development Services (ADS) – Detailed in Section B.3.3

B.1.2 Out of Scope Services

The following services are excluded from this scope of services and are assumed to be provided by the Customer or by a 3rd Party:

- All services related to connectivity such as bandwidth, network monitoring, firewalls or VPNs within the Customer's internal network.
- End user first line support which is assumed to be managed by the Customer and by the Customer Super Users internally
- Customer desktop/workstation end user support not associated with any Environment hosted by the Supplier or Oracle
- Active Directory User account management

B.1.3 Pre-Requisites

For the successful and secure delivery of the Services, the following pre-requisites apply:

- Supplier work can only start after a nominated support contact has assigned the request to the Supplier with the relevant Customer authorisation.
- The Customer is responsible for ensuring that passwords and access rights to the Customer network and applications relevant to perform the services are valid and current in line with the service to be provided.
- The Customer agrees that the Supplier may access the content on the applications as required to perform the services defined in this document.
- The Supplier staff have full functional developer access on any Test environment.
- The Supplier will take all necessary measures to ensure that all equipment and software used by the Supplier personnel to provide the Services to the Customer comply with the Customer's security measures. Supplier equipment, including consultants' PCs, network

equipment, and Supplier servers, is protected with recent, adapted, up-to-date and regularly patched antivirus.

- The Supplier must notify the Customer immediately of any security incidents or breaches identified by the Supplier that could impact in any way on the Customer IT environment.
- The Customer and the Supplier shall comply with all applicable Data Protection legislation and regulation.

The Customer is responsible for the following specific items:

- Providing secure access for network/application/system to the Supplier support team performing the service.
- Identifying, agreement of and documenting owners of User ID security.
- Managing access control for application user identifications.

B.2 Customer Roles

There are certain obligations placed on members of the Customer organisation by this agreement, as set out below.

B.2.1 Super User (Business System Management)

The Super Users are defined application users that have more expertise than a normal user in the application functionalities or related processes.

Within their domain of expertise, a Super User acts as first contact for the end users, helping them with application and business-related questions and issues. Super Users will be nominated and managed by the relevant Customer business units and the names and email accounts of the Super Users will be provided to the Supplier. Super Users are empowered to request support and development from the Supplier. The main responsibilities of the Super Users within their individual domain of expertise are to:

- Provide basic and first level application assistance to users in the processing of transactions, by referring business process queries to Business Process Owners,
- Maintain the end user application manuals with cooperation of the Supplier
- Train and support the new incoming Application Users in regard to business and application procedures
- In accordance with procedures, manage the end user request and ensure it gets resolved by:
    - analysing their issue/request and attempting to solve it,

- escalating end users' requests/incidents to the Supplier support in accordance with agreed-upon procedures and define requests/issues to obtain support from the Supplier, whilst ensuring that incidents/requests are properly documented

- Answering information requests from the Supplier within feasible timeline,
- Managing required solution testing, accept/reject solution, within feasible timeline
- Ensuring a solution is correctly implemented within a feasible timeline,
- Following and communicating status requests to end user within feasible timeline
- Explaining solution/fix to end user within feasible timeline,
- Agreeing to close a ticket once a solution has been provided.

B.2.2 IT Service Manager

The main role of the IT Service Manager is to:

- Manage, operate and control IT services offered to users.
- Be the escalation/approve single point of contact for incident and call on services that IT resources only can perform. E.g. approve emergency changes for the application and create change requests like refresh of the test database,
- Provide Level 2 support where relevant.
- Liaise with other IT departments and coordinate multi service provider activities accordingly.
- Manage regular meetings with relevant application related parties
- Manage the operational lifecycle of the application

B.3 Support Services

B.3.1 Application Service Management

ASM describes all the activities to be provided in order to support, govern and control the Services. These include:

- Monitoring and reporting that support services are delivered according to this Agreement
- Ensuring that all Supplier support staff are sufficiently trained regarding the Customer's application environment
- Maintaining the technical documentation for the Customer's application environment, which will be copied to the Customer whenever it is updated

- Ensuring Service Desk activities and related tickets are managed in accordance with this Agreement and the required SLAs

B.3.2 Application Maintenance Services

AMS includes all activities required to maintain and support application functionality. These typically include the following:

- Incident / Problem management: management of application incidents / problems and functionality issues
- User support and advice requests / queries (excluding formal training sessions)
- Coordinating the installation of application patches or upgrades
- Raising SRs with Oracle for problems identified as requiring assistance from Oracle in relation to the specified environment and application.
- Standard Service Requests

The Supplier can also provide systems administration resources for the application as an additional service. Tasks may include:

- Creating new users and maintaining user access rights within the application
- Adding codes and other tasks to administer the application for the Customer

B.3.3 Application Development Services

ADS typically include activities such as minor changes or enhancements (up to a maximum % of the service fee to be agreed with the Customer). These development activities will be as per the Customer's requirements but may include:

- Application configuration changes or additions
- Minor changes to reports or new report creation
- Data integration or migration assistance

On request the Supplier can provide an estimate for approval before work commences. More significant work scopes may require a separate Proposal and Purchase Order.

B.4 Service Desk

B.4.1 Service Desk Contact Channels

The Service Desk service includes:

- A single point of contact for the Customer business users.
- Managing incident and service request lifecycle in accordance with agreed procedures until closure of ticket.
- The communication language is English.
- Access to a dedicated support portal to create support tickets and monitor the progress/status of the incident or service request raised.
- All incident and service requests will be prioritised by the Customer as detailed by the ticket priority levels (Section B.6 SLA's).
- In case of high priority issues, the Customer may contact the Supplier via telephone first, if required.

B.4.2 Levels of Support

- Level 1: Customer Help Desk / Super User
- Level 2: Supplier
- Level 3: Oracle

B.4.3 Service Windows

Support Services are available weekdays between 08.00 GMT/BST and 17:00 GMT/BST (operating times). A standard work week is 40 hours.

The Customer can request the Supplier to be available for providing services outside office hours and in weekends.

If work is performed outside of Operating Times, after written consent by the Customer, the surcharge will be as defined in the table below:

Period	Surcharge
Mon-Fri, outside Operating Times	150% of hourly rate
Saturday, within Operating Times	150% of hourly rate
Saturday, outside Operating Times	200% of hourly rate
Sunday, Anytime	200% of hourly rate
UK Bank/Public Holiday, Anytime	200% of hourly rate

B.4.4 Escalation Routes and Contacts

The Customer will have the following named points of contact:

Name	Job Title	Email	Telephone

And in case of escalation:

Name	Job Title	Email	Telephone

The Supplier will have the following named points of contact:

Name	Job Title	Email	Telephone

And in case of escalation:

Name	Job Title	Email	Telephone

B.4.5 Other Assumptions

The services under this Agreement are being provided based upon the following assumptions, in addition to any assumption or detail stated in the rest of the document:

- Following agreement to close a ticket from the Customer, the ticket will be closed in the Supplier Service Desk.
- Once closed, the ticket process will be considered finished and will not be re-opened.

- The Customer will provide the Supplier with any known tasks, either one off or regular, to aid with forward planning.
- The Service Owner will, when needed, be the escalation route should any issues arise with non-satisfactory delivery or performance from third party suppliers.
- For the purposes of clarification and to avoid confusion it is the Supplier's understanding that the Customer owns:
  - All the data within the application databases
  - All application licences

B.4.6 Incident / Problem Management

Incident Management services include all activities to be performed in conjunction with identification and correction of unplanned or unexpected application functionality bugs, or defects encountered by the Customer users which are affecting either the production, development or the test environment in this Agreement.

For any ticket assigned to the Supplier as an incident, the Supplier will investigate the cause of the problem and provide a fix, solution or work around for the problem. Appropriate information relevant to the ticket will be documented to enable better incident tracking and reporting.

In case changes need to be implemented on the production environment, such changes must first be approved through the quality assurance process, in accordance with relevant change management procedure before being implemented.

When relevant, the Supplier will also perform problem management. Where the Supplier identifies a common root cause for a high number of such tickets, the Supplier will report it to the Customer and in collaboration with the Customer IT Service Manager and Oracle, define a solution and a resolution plan. Depending on the root cause nature, the Customer and Supplier will jointly decide through which service the resolution should be addressed.

B.5 Support Ticket Process

B.5.1 HPS Support Portal

The Customer must report all issues/requests via the HPS support portal:

https://hydeparksolutions.freshservice.com/support/home

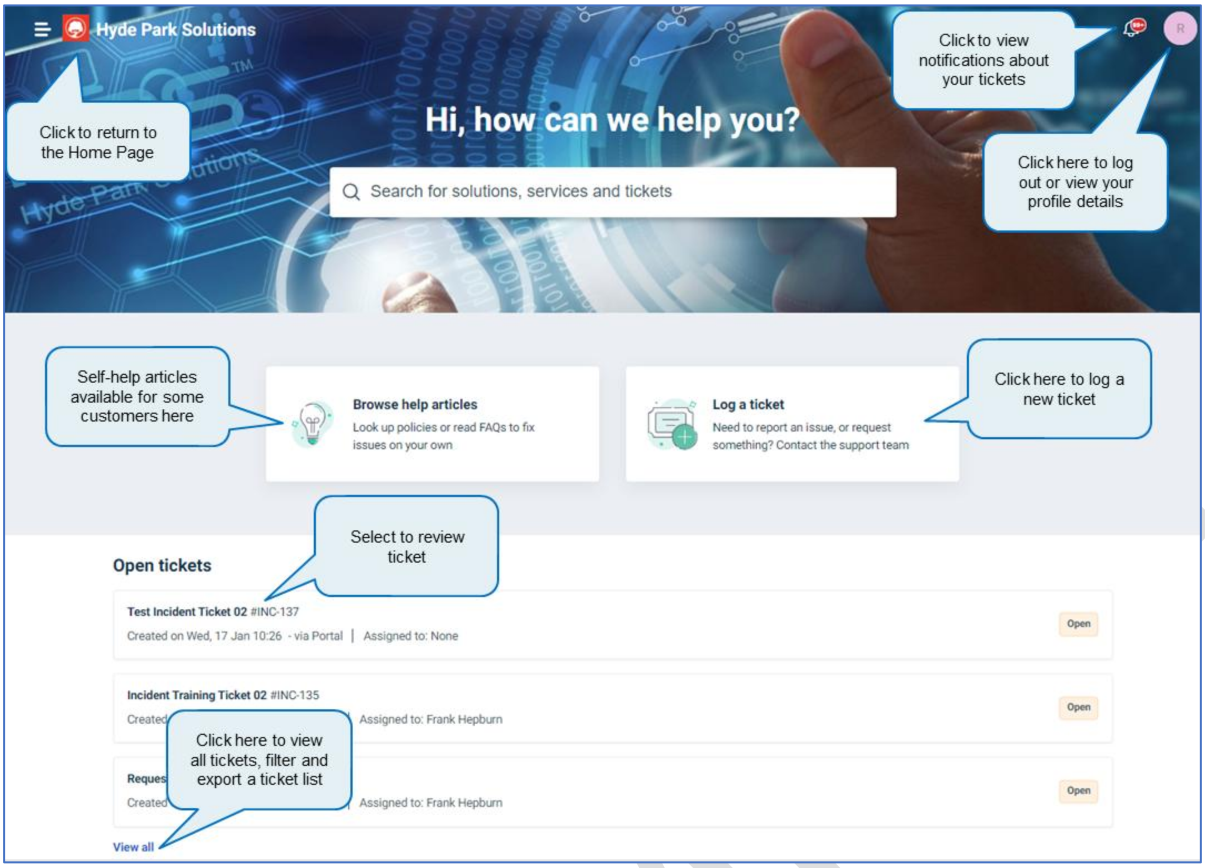


Figure 1 – HPS Support Portal Home Page

After selecting ‘View All’ from the home screen the list of tickets can be filtered and also exported to excel.

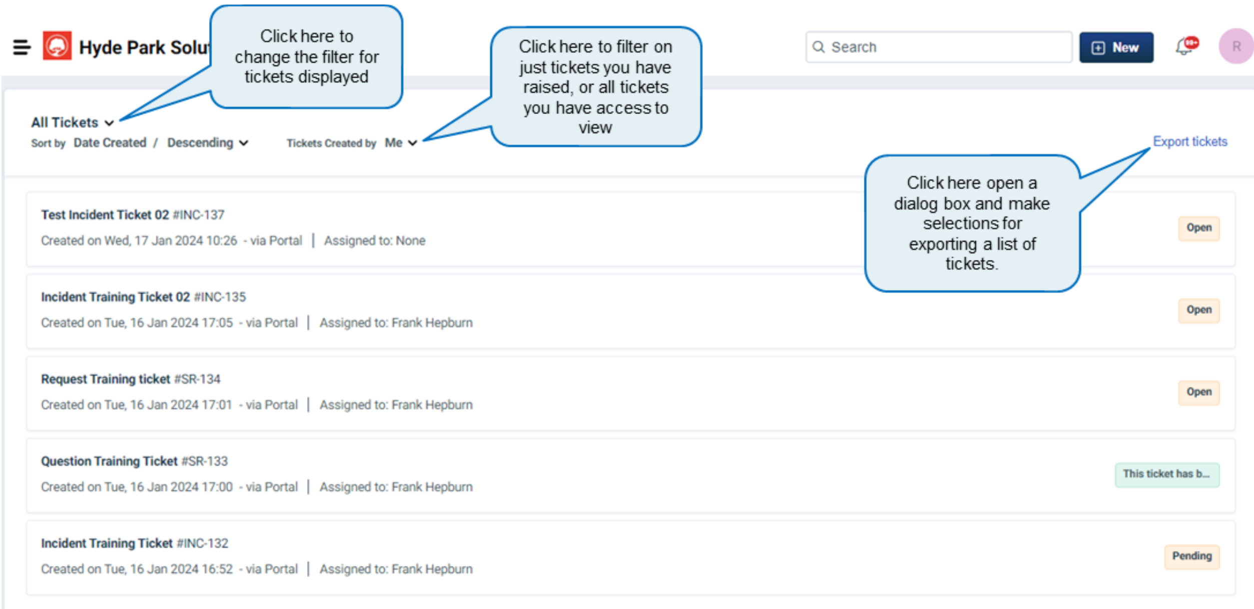


Figure 2 – HPS Support Portal Example List of Tickets

Any user approved by the Customer may log a ticket for which they will receive progress updates via the portal. Nominated Customer Contacts [names] should be added to the 'watch-list' for all Customer tickets and also receive the same updates.

B.5.2 Creating a Support Ticket

The Supplier will use their ticketing portal, to ensure that the Supplier is aware of any/all issues, can ensure that matters get dealt with promptly and provide the Customer with an initial point of contact for all issues.

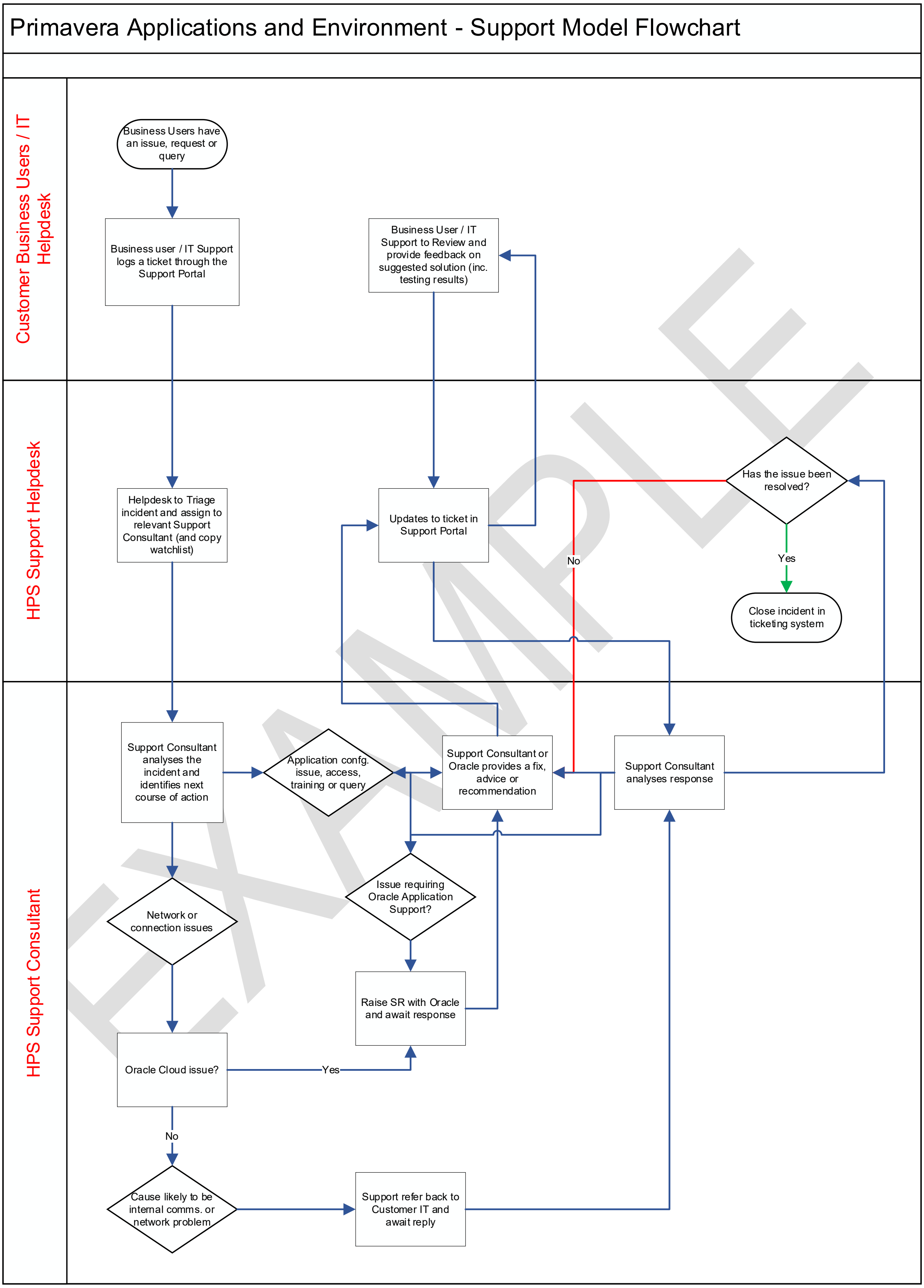
Once a ticket has been logged with the Supplier, it will then be assigned to the most appropriate consultant.

An Incident is defined as an event where it is not a standard operation of service for live and implemented modules.

A request or question is for standard repeatable tasks, minor changes, enhancements or any other required operation not classified as an incident.

A workflow for the support process is shown below in Figure 3.

Figure 3 – Support Workflow


Primavera Applications and Environment - Support Model Flowchart
Customer Business Users / IT Helpdesk
HPS Support Helpdesk
HPS Support Consultant
Business Users have an issue, request or query
Business user / IT Support logs a ticket through the Support Portal
Business User / IT Support to Review and provide feedback on suggested solution (inc. testing results)
Helpdesk to Triage incident and assign to relevant Support Consultant (and copy watchlist)
Updates to ticket in Support Portal
Has the issue been resolved?
No
Yes
Close incident in ticketing system
Support Consultant analyses the incident and identifies next course of action
Application confg. issue, access, training or query
Support Consultant or Oracle provides a fix, advice or recommendation
Support Consultant analyses response
Issue requiring Oracle Application Support?
Network or connection issues
Raise SR with Oracle and await response
Oracle Cloud issue?
Yes
No
Cause likely to be internal comms. or network problem
Support refer back to Customer IT and await reply
EXAMPLE

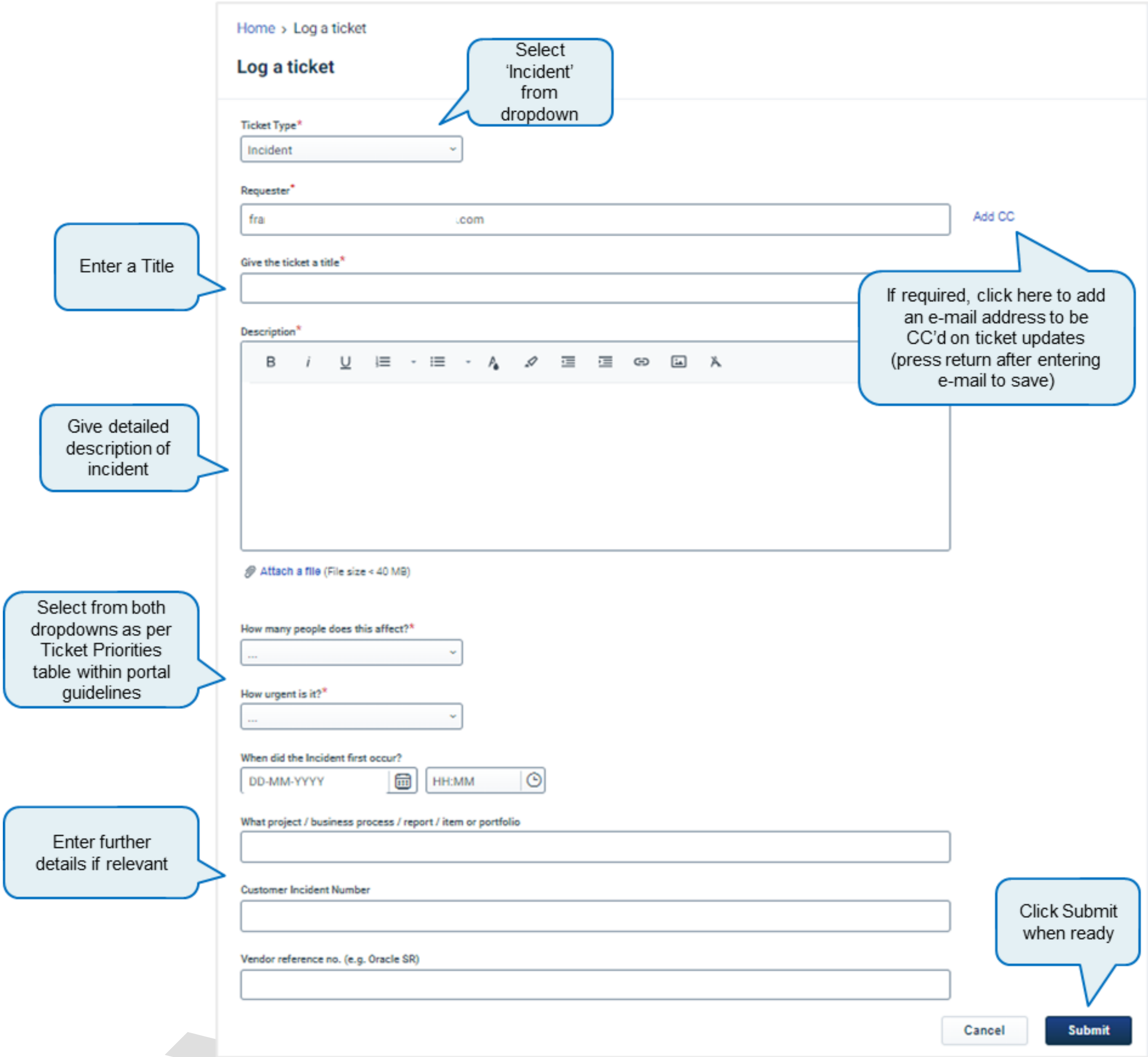


Figure 4 – Example creating a new ticket for an incident

B.6 Customer SLAs

The following are the Supplier's standard SLAs for Oracle SaaS Support Wrapper. The SLAs may be adjusted to individual customer requirements during negotiation of this agreement.

If the Customer application is hosted in their own managed environment, Priority level 1 is not applicable. It is assumed these issues will be managed by the Customer's Level 1 support team as an issue with infrastructure or servers is not covered by this agreement.

B.6.1 Incident Priorities

Priority Level	Definition
Priority 1	Customer's complete system has failed affecting business and causing a critical impact. No alternative available
Priority 2	Customer is experiencing system degradation causing business impact. An alternative or workaround is available. A critical business process is impaired, causing a serious disruption of a major business function. It is causing serious impact on daily functions or processing, and there is no acceptable workaround
Priority 3	Non-critical problems occur with the application or the licensed software. The Customer is able to run the software and/or application, and there is an acceptable workaround for the problem. An inquiry or request of high priority impact requiring a faster response e.g. removal of user account.
Priority 4	An inquiry, issue, query or request of low system impact which does not require immediate attention. This includes cosmetic issues on screens, errors in documentation, or a request regarding the licensed software.
Priority 5	Configuration changes, enhancements and other application development activities

B.6.2 Response & Resolution Times

Incident classification	Response Times			Resolution Times	
	Minimum Performance Target	**Completion Target**	**Update Response**	**Minimum Performance Target**	**Completion Target**
P1	90% within 1 hour	100% within 2 hours	Hourly after first response	90% within 1 business day	100% within 2 business days
P2	90% within 3 hours	100% within 6 hours	Each 3 hours after first response	90% within 2 business days	100% within 3 business days
P3	90% within 6 hours	100% within 1 business day	N/A	90% within 5 business days	100% within 10 business days
P4	90% within 6 hours	100% within 2 business days	N/A	90% within 15 business days	100% within 20 business days
P5	90% within 6 hours	100% within 2 business days	N/A	To be agreed on a case by case basis	

Schedule C – Costs and Invoicing

C.1 Cost Breakdown

The service fee may be paid quarterly or annually dependant on Customer requirements, but all support options must be paid for in advance.

The following are costs dependent on the number of individual application users. Once negotiated with the Customer, the non-applicable sections will be removed for the final version.

Services will be reimbursed based upon the following cost breakdown.

Application Support	**1-5 users** **2 hrs / month**	**5-15 users** **4 hrs / month**	**16-50 users** **1.5 days / month**	**51-100 users** **3 days / month**	**101+ users** **3 days / month**
One-off set up cost	800	800	1,500	1,500	1,500
Monthly / Yearly cost	250 / 3,000	500 / 6,000	950 / 11,400	1,425 / 17,100	2,850 / 34,200

Systems Administration	**1-5 users** **6 hrs / month**	**5-15 users** **1.5 days / month**	**16-50 users** **2.5 days / month**	**51-100 users** **4 days / month**	**101+ users** **5 days / month**
One-off set up cost	500	1,000	1,500	1,500	1,500
Monthly / Yearly cost	375 / 4,500	750 / 9,000	1,250 / 15,000	2,000 / 24,000	2,500 / 30,000

C.2.2 Invoice Timetable

The notes below should be read in conjunction with the cost breakdown.

1. All invoices are to be paid in full, in advance of the Initial Period commencement date or renewal date and strictly 30 days from date of invoice.

2. The Customer can pay the fee on a quarterly or annual basis by agreement with the Supplier. In both cases payment must be received in full before the commencement date of support.

3. Expenses will be charged separately as per the conditions in Section 10.0

4. All costs above are exclusive of VAT which will be applied at the applicable rate current at the date of invoice.

C.2.3 Rate Card

The table below displays the Supplier day rates for additional requirements separate to the support assistance fee.

Government Digital and Data Roles	Day rate (exc. VAT)
Product and Delivery roles	
Delivery Manager	
Associate Delivery Manager	£900
Delivery Manager	£1,000
Senior Delivery Manager	£1,150
Head of (Agile) Delivery Management	£1,250
Architecture roles	
Solution architect	
Associate solution architect	£800
Solution architect	£1,000
Senior solution architect	£1,150
Lead solution architect	£1,250
Principal solution architect	£1,350
Software development roles	
Software developer	
Junior developer	£700
Developer	£900
Senior developer	£950
Lead developer	£1,000
Principal developer	£1,250
IT Operations roles	
Service desk manager	
Service desk analyst	£900
Senior service desk analyst	£1,000
Service desk manager	£1,150
Head of service desk	£1,250
Application operations engineer	
Associate application operations engineer	£700

Application operations engineer	£900
Senior application operations engineer	£1,000
Lead application operations engineer	£1,150
Principal application operations engineer	£1,250

Standards for consultancy day rate cards:

- Consultant's working day: 8 hours exclusive of travel and lunch
- Working week: Monday to Friday excluding national holidays
- Office hours: 9:00am to 5:00pm Monday to Friday
- Travel and subsistence: Included in day rate within M25. Payable at department's standard travel and subsistence rates outside M25
- Mileage: As for travel, mileage subsistence
- Professional indemnity insurance: included in day rate