

MASTER SERVICES AGREEMENT

This Agreement is made on the later of the two dates of the Parties' signature below between the Parties described in the Special Terms. The Client hereby commissions the Services Provider, and the Services Provider agrees, to provide the Services under the terms and conditions of this Agreement.

Special Terms

Parties	1. IAME Ltd (Reg. No. 08179388) whose registered office is at 69 High Street, N14 6LD, LONDON, UK ("Service Provider") . and	
	2. _____ (company number _____) whose registered office is at _____ (" Client ")	
Commencement Date		
Final Date		
Notice Period	4 weeks	
Services	The Services Provider shall provide specialist consultancy services to the Client in accordance with the Client requirements as set out in a Statement of Work. This includes Managed Services provided post implementation project.	
Client Manager	Project	Name
	Address	N/A
	Email	
	Tel	
Services Provider Service Manager	Name	
	Address	
	Email	
	Tel	

Signed for and on behalf of the Client by:

Signature

Name (in block letters)

Job title:

Date:

Signed for and on behalf of the Service Provider by:

Signature

Name (in block letters)

Job title:

Date:

General Terms

1. DEFINITIONS

- 1.1. In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Agreement	means this agreement, consisting of the Special Terms, the General Terms, a Statement of Work, and any document referred to in them.
Associated Company	means a company which is a subsidiary, a holding company or ultimate holding company of either Party, or any company which is a subsidiary of any such subsidiary, holding company or ultimate holding company. "Subsidiary" and "holding company" shall have the meanings ascribed to them in s1159 Companies Act 2006 and "company" shall include any corporate body.
Commencement Date	means the date so described in the Special Terms.
Confidential Information	means the existence and terms of this Agreement and any other information of either Party and/or its Associated Companies relating to trade secrets, plans, intentions, product information, lists of members, suppliers or customers, know-how, financial information, affairs or other business of either Party and/or its Associated Companies, communicated in any form which is marked as confidential or might reasonably be considered to be confidential in nature.
Consultant	means the person(s) so named in a Statement of Work and any additions or replacements agreed between the Parties in accordance with clause 5.1.
Consultancy Services	means the Consultancy Services provided by a Consultant set out in a Statement of Work;
Deliverables	means: 1. the Deliverables described in a Statement of Work; and 2. all materials created by a Consultant in the provision of the Consultancy Services.
DPA	means the Data Protection Act 2018.
Fee	means the sum set out in a Statement of Work.
Final Date	means the date so described in the Special Terms.
Group	means, in respect of a party, the ultimate holding company of that company, together with every subsidiary of that holding company at the date of this Agreement; a company is a "subsidiary" of another company, its "holding company", if the other company (i) holds a

majority of voting rights in it; (ii) is a member of it and has the right to appoint or remove a majority of its board of directors; or (iii) is a member of it and controls, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it or the right to appoint or remove a majority of its board of directors.

Intellectual Property Rights shall mean rights in and to all inventions (whether patentable or not), patents, designs (both registered or unregistered), copyright, database rights, rights in computer software, trade and service marks (both registered and unregistered) and any other intellectual property right or sui generis rights, together with all rights to the grant of and applications for the same and the right to issue proceedings for passing off, and including all similar or analogous rights throughout the world and all future rights of such nature;

Party or Parties means the Client and the Services Provider Individually or together as applicable.

Services means the services set out in the Special Terms in accordance with a Statement of Work.

Statement of Work means a written order for the provision of Services, Consultancy Services, and Deliverables that has been agreed and signed by both Parties in writing in accordance with clause 2.

Written Approval means approval signified by:

- letter on the headed paper of the Client, signed by an authorized representative of the Client; or
- E-mail emanating from the e-mail address of the Client Project Manager.

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). Words in the singular shall include the plural and vice versa.
- 1.3. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4. If there is any conflict or inconsistency between the General Terms and a Statement of Work, the General Terms shall prevail.
- 1.5. This Agreement shall prevail over all other terms and conditions contained in or referred to in any terms of business, project documentation, quotation, proposal, purchase order, invoice, or other correspondence of the Services Provider, or implied by trade custom, practice, or course of dealing.

2. AGREEING A STATEMENT OF WORK

- 2.1. At any time during the term of this Agreement, the Client may request the provision of Services by issuing a Statement of Work.
- 2.2. Each Statement of Work must, as a minimum, include: a Consultant's name, a detailed description of the Consultancy Services and Deliverables, the applicable Fee, and the start date and end date for the relevant Statement of Work.
- 2.3. A Statement of Work will become binding upon the signature of both Parties and shall be deemed incorporated into this Agreement.
- 2.4. Any work commenced by either Party before the Statement of Work is signed by both Parties shall be undertaken entirely at the expense and liability of that Party commencing the work.

Once signed, any material change to a Statement of Work must be agreed by both Parties in writing.

3. OBLIGATIONS OF THE SERVICES PROVIDER

- 3.1. The Services Provider shall, from the Commencement Date to the Final Date, provide the Services to the Client in accordance with the terms of this Agreement and any Statement of Work agreed under this Agreement.
- 3.2. The Services Provider shall:
 - 3.2.1. select suitable consultants to carry out the Consultancy Services in accordance with the Client requirements as set out in a Statement of Work.
 - 3.2.2. handle any day-to-day issues with a Consultant; and
 - 3.2.3. Ensure that a Consultant performing the Consultancy Services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from the Consultant such relevant terms equivalent to those imposed on the Services Provider in this Agreement, such as but not limited to bribery, confidentiality and data protection ("**Relevant Terms**"). The Services Provider shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Client for any breach by such persons of any of the Relevant Terms.
- 3.3. The Services Provider acknowledges and agrees that the Services may be procured by the Client for the use or benefit of any member of its Associated Companies.
- 3.4. The Services Provider shall procure that a Consultant performing the Consultancy Services and/or any person performing the Services shall:
 - 3.4.1. provide the full benefit of their knowledge, expertise, technical skill and ingenuity in connection with the provision of the Services and/or Consultancy Services and devote such time, attention and abilities as may be necessary for the proper provision of the Services and/or Consultancy Services.
 - 3.4.2. perform the Services and/or Consultancy Services with due care, skill and diligence, in a safe and competent manner and in accordance with good

industry practice.

- 3.4.3. ensure that any equipment utilised in connection with the Consultancy Services are compliant and licensed and, if relevant, contain up-to-date and effective virus protections.
- 3.4.4. perform their duties at such place or places as the Client may determine from time to time in accordance with any timetable, delivery dates, project requirements or other targets as set out in a Statement of Work; and
- 3.4.5. acquaint themselves with and comply with any applicable working practices, rules or procedures of the Client at any location where they are providing the Services or Consultancy Services (whether or not at the Client premises).
- 3.4.6. disclose information on material developments which impact their ability to provide any agreed services
- 3.5. The Services Provider shall
 - 3.5.1. Seek approval in writing from The Client before outsourcing any functions and activities related to the managed services or SoWs.
 - 3.5.2. Inform the Client about the outsourced functions and activities and their performance
 - 3.5.3. Maintain its duties and responsibilities deriving from its agreement with the Client without being affected in any way by any sub-outsourcing taking place.

4. SERVICE RECORDS

- 4.1. The Services Provider shall maintain records of the identity and qualifications of the people performing the Services or the Consultancy Services and the time spent by them in doing so. It shall make those records available to the Client for inspection at all reasonable times and provide copies of them to the Client.

5. CHANGE PROCEDURE

- 5.1. The Services Provider shall not replace or remove the Services Provider Project Manager and/or a Consultant without the prior written approval of the Client Project Manager (which shall not be unreasonably withheld or delayed). Should the Client wish to replace an employee or member of its personnel outlined in the Statement of Work, the Service Provider shall provide the Client with a suitably qualified and experienced replacement for the Client's written approval.
- 5.2. The Services Provider shall notify the Client immediately upon becoming aware of any delay or likely delay which might cause a Consultant not to complete the Consultancy Services in accordance with the Statement of Work, with reasons for the delay and proposals for remedying or minimising the effect of it. The Client Project Manager may (but shall not be obliged to) agree in writing with the Services Provider Project Manager such steps required to remedy the delay including, where appropriate, extending any deadlines.

6. PERIODIC REVIEW

- 6.1. In addition to any other meetings specified in a Statement of Work, the Parties shall attend regular meetings convened at reasonable intervals by the Client to review the performance and progress of the Services, and the Services Provider shall provide such information as is reasonably requested by the Client in order to conduct such reviews.

7. CONSIDERATION AND PAYMENT TERMS

- 7.1. In consideration of the provision of the Services the Client shall pay the Fee to the Services Provider.
- 7.2. The Fee and any other payments due to the Services Provider under this Agreement exclude any applicable VAT or other sales tax, which the Services Provider shall add to its invoices at the appropriate rate.
- 7.3. The physical property in the Deliverables, in whatever medium, shall on payment of the Fee vest in and be the absolute property of the Client.
- 7.4. The Services Provider shall be entitled to claim and be reimbursed for such expenses as the Client has agreed in advance as set out in the Statement of Work.
- 7.5. On or after receipt by the Services Provider of Written Approval from the Client, the Services Provider shall submit to the Client an invoice for the relevant portion of the Fee for the approved Consultancy Services and any expenses falling under clause 7.4. If VAT is payable, the invoice shall be a valid VAT invoice. The Client shall settle that invoice within 30 days of the end of the month in which the invoice is received by BACS transfer to the bank account nominated in writing (on headed paper) by the Services Provider.
- 7.6. The Client shall not be charged when Consultancy Services are not provided due to any absence of a Consultant, including but not limited to, absence through holiday or illness.
- 7.7. The Services Provider shall be responsible for accounting and payment to the relevant authorities of all tax and National Insurance liabilities (and any interest or penalties thereon) together with all costs and expenses incurred by the Client in connection with or arising out of any such claim, order or award in connection with the Services and shall fully indemnify the Client against any claim made against it in respect thereof.
- 7.8. The Services Provider hereby acknowledges and agrees that it is not entitled to receive from the Client any retirement benefit, group, health, life and/or disability insurance, holiday, sick pay, workers' compensation and/or other benefits which are offered to employees of the Client.
- 7.9. If the Client fails to make any payment due to the Services Provider under this Agreement by the due date for payment, then except where the payment is subject to a bona fide dispute, the Services Provider may charge the Client interest on the overdue amount at the rate of 2% per annum above the base rate as defined by The Bank of England (<http://www.bankofengland.co.uk/boeapps/iadb/Repo.asp>) from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

8. CONFIDENTIALITY

- 8.1. Each Party agrees that, from the date of this Agreement, it shall:
 - 8.1.1. use the Confidential Information solely in connection with the provision of the Services.
 - 8.1.2. keep the Confidential Information strictly confidential and shall not, without the other Party's prior written consent, disclose or distribute the Confidential Information to any person other than in connection with the provision of the Services.
 - 8.1.3. subject always to clause 8.1.4, disclose any Confidential Information only to such employees, agents, professional advisers, consultants and sub-contractors to whom disclosure is strictly necessary for the purposes of providing the Services.
 - 8.1.4. ensure that its employees, agents, professional advisers, consultants and sub-contractors comply with the provisions of this clause 8 and are bound by terms and conditions of use and non-disclosure at least equivalent to those contained in this clause 8.
 - 8.1.5. keep the Confidential Information stored securely and marked as the Confidential Information of the other Party and use its best endeavours to prevent unauthorised persons having access to the Confidential Information.
 - 8.1.6. on expiry or termination of this Agreement (for whatever reason) or forthwith upon the request of the other Party:
 - 8.1.6.1. return to the other Party without retaining any copies thereof (or, if requested by the other Party, destroy) all copies, summaries, and notes of the contents or parts of the Confidential Information and any documents or materials compiled as a result of the disclosure of the Confidential Information; and
 - 8.1.6.2. if requested by the other Party, certify in writing that it has complied with the provisions of this clause.
- 8.2. The Services Provider shall comply in full with Schedule 1 (Information Security Measures).
- 8.3. The obligations in this clause shall not apply to Confidential Information which:
 - 8.3.1. had become known to the other Party without breach of any confidentiality obligation prior to receipt, provided this can be evidenced by written record.
 - 8.3.2. is received properly and lawfully from a third party provided this can be evidenced by written record.
 - 8.3.3. is or becomes public knowledge other than by breach of this clause 8.
 - 8.3.4. is independently developed by or for either Party provided this can be evidenced by written record; or
 - 8.3.5. is required to be disclosed by any applicable law or by order of any court of competent jurisdiction or any government body, agency or regulatory body, provided that the disclosing Party shall use its reasonable endeavours to give the other Party as much prior notice of the disclosure as possible.

- 8.4. Both Parties acknowledge and agree that (other than may be separately agreed between the Parties in writing) neither Party, nor its officers, directors, employees or agents, make any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information, nor shall either Party have any liability to the other Party (or any other person) resulting from the other Party's use of the Confidential Information.
- 8.5. Without prejudice to any other rights or remedies which either Party may have, each Party agrees that, in the event of any breach or attempted breach of this clause 8 by the other Party, damages may not be an adequate remedy and each Party shall be entitled to seek, in addition to any other relief: (1) injunctive relief restraining such breach, attempted breach or further breach of the terms of this Agreement and (2) its legal costs incurred in that action.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Subject to clause 9.3, the Services Provider hereby assigns to the Client by way of present and future assignment with full title guarantee all Intellectual Property Rights in and to the Deliverables absolutely for the remainder of the term during which the said rights and any reversions, renewals or extensions shall subsist.
- 9.2. To the fullest extent permitted by law, the Services Provider hereby irrevocably and unconditionally waives all rights in respect of the Deliverables to which the Services Provider is now or may in the future be entitled under sections 77 to 89 inclusive of the Copyright, Designs and Patents Act 1988 and any other moral rights to which the Services Provider may be entitled under any legislation now existing or in the future enacted in any part of the world.
- 9.3. Where it is reasonably necessary for the Services Provider to use material in which the Intellectual Property Rights belong to a third party ("**Third Party Material**") it will identify the Third-Party Material to the Client, and warrants that it has obtained all necessary consents and made all necessary payments in relation to the use of the Third-Party Material and shall provide to the Client upon request copies of all such consents and receipts for payment. The assignment in clause 9.1 will not extend to such Third-Party Material.
- 9.4. The Services Provider hereby warrants that:
- 9.4.1. except in relation to Third Party Material (as defined in clause 9.3), the Deliverables are original to the Services Provider, and they have not been copied wholly or substantially from any other work or material.
 - 9.4.2. the exercise by the Client of the rights hereby assigned to it will not infringe the rights of any third party.
 - 9.4.3. it has not granted or assigned any rights of any nature in and to the Deliverables to any third party whatsoever in any part of the world or in any way encumbered such rights.
 - 9.4.4. it has entered into a contract with any person who provides the Services on behalf of the Services Provider under which they:
 - 9.4.4.1. assign to the Services Provider all the Intellectual Property Rights in and to any Deliverables created by such persons; and

- 9.4.4.2. waive any and all moral rights in the Deliverables to which such persons are now or may in the future be entitled under any legislation now existing or in the future enacted in any part of the world.
- 9.5. Neither Party may use the name, trademark and/or logo of the other Party without the prior written consent of the other Party, and then only in accordance with the terms of that consent.
- 9.6. The Service Provider shall (notwithstanding the expiry or termination for any reason of this Agreement) at the request and expense of the Client:
 - 9.6.1 execute and do all such documents and things as may be necessary or proper to prove or confirm the title of the Client to any of the works, inventions and Intellectual Property Rights referred to above or to vest full title to any such property in the Client or to such nominee of the Client as the Client shall direct, and
 - 9.6.2 render all necessary assistance in relation to any proceedings or dispute concerning or affecting such property.
- 9.7. All documents, drawings, photographs, samples, models, and prototypes and the like made or prepared by the Service Provider in the course of this Agreement and in pursuance of this Agreement shall be the property of the Client and shall be delivered up, on request to the Client by the Service Provider.
- 9.8. This clause 9 shall survive the termination of this Agreement for any reason including expiration of term.

10. DATA PROTECTION

- 10.1. Both Parties shall comply fully with the content and principles of the DPA and the General Data Protection Regulations ("**GDPR**") in dealing with any personal data (as defined in the DPA) ("**Personal Data**") under or in connection with this Agreement.
- 10.2. The Services Provider shall obtain and process only such Personal Data as is relevant and necessary for the performance of the Services and its obligations hereunder and shall obtain the necessary consents and permissions for such processing.

11. COMPLIANCE WITH RELEVANT REQUIREMENTS

- 11.1. The Services Provider shall:
 - 11.1.1. comply with all applicable laws, regulations and sanctions relating to its provision of the Services, including, but not limited to, the Equality Act 2010, the Immigration, Asylum and Nationality Act 2006, the Employment Agencies Act 1973, the Conduct of Employment Agencies and Employment Businesses Regulations 2003, and the Bribery Act 2010 and any other equivalent legislation in any jurisdiction in which the Services Provider performs services under this Agreement ("**Relevant Requirements**")

- 11.1.2. not do, or omit to do, any act that will cause or lead the Client to be in breach of any of the Relevant Requirements.
- 11.1.3. where the Services Provider has its own policies and procedures to ensure compliance with the Relevant Requirements it shall maintain and comply with them throughout the term of this Agreement; and
- 11.1.4. Promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Services Provider in connection with the performance of this Agreement.
- 11.2. Breach of this clause 11 shall be deemed a material breach under clause 14.2.1.
- 11.3. the service provider will provide The Client (including its external auditors) and the Central Bank of Ireland with access to The Client data held by the Service Provider in order that the Client can properly carry out its supervisory functions.
- 11.4. the supervisory authority may address questions directly to the service provider to which the service provider shall reply.

12. WARRANTIES

- 12.1. The Services Provider warrants and undertakes to the Client that:
 - 12.1.1. the Services Provider will perform the Services and the Consultant will perform the Consultancy Services (1) with reasonable care and skill and (2) in accordance with best industry practices and standards.
 - 12.1.2. the Services and Consultancy Services will conform in all material aspects with all descriptions and specifications provided to the Services Provider and/or the Consultant by the Client, including any relevant proposal or project specification and project plan.
 - 12.1.3. the Services and Consultancy Services will be provided in accordance with all applicable legislation from time to time in force.
 - 12.1.4. the Services Provider and a Consultant have all the necessary skills, experience, and expertise to perform the Services Provider's obligations under this Agreement.
 - 12.1.5. it is free to enter into this Agreement, not bound by any legally enforceable obligations owed to persons other than the Client and, at the date of this Agreement is not aware of any other circumstance, financial or otherwise, which would prevent it from providing the Services and complying with the terms of this Agreement.
 - 12.1.6. it is free to assign to the Client the rights assigned to it and has not entered into any arrangement which might inhibit or restrict the exercise by the Client of its rights under this Agreement.
 - 12.1.7. it will process the Personal Data in compliance with all applicable laws (including but not limited to the DPA and the GDPR), enactments, regulations, orders, standards, and other similar instruments.
 - 12.1.8. it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the

accidental loss or destruction of, or damage to, Personal Data and ensure such Personal Data is not transferred outside of the EEA.

- 12.1.9. the Consultant has the legal right and the necessary experience, qualification, and skills to carry out the Consultancy Services prior to its commencement.
- 12.1.10. the Consultant does not knowingly use any equipment provided or accessible to it for any illegal or unauthorised purpose, introduce any harmful virus or code, or act in anyway which may cause a security breach; and
- 12.1.11. throughout the term of this Agreement, it will comply with all Relevant Requirements.

13. LIABILITY, INDEMNITY AND INSURANCE

- 13.1. Nothing in this Agreement shall limit or exclude the liability of either Party for death or personal injury caused by its, or its employees, negligence and/or for fraud, fraudulent misrepresentation, or any other liability which cannot be excluded or limited by applicable law.
- 13.2. Subject to clause 13.1, neither Party shall be liable to the other Party for any indirect, special, consequential, or purely economic losses, costs, damages, claims, expenses.
- 13.3. The aggregate liability of each Party to the other Party for all losses, costs, damages, claims, or other expenses arising under or in connection with this Agreement shall not exceed £200,000.

- 13.4. The Services Provider shall maintain:

- 13.4.1. professional indemnity insurance up to the value of £2,000,000.00.
- 13.4.2. employers' liability insurance up to the value of £10,000,000.00; and
- 13.4.3. public and product liability insurance up to the value of £2,000,000.00,

to cover its potential liability to the Client under or in connection with this Agreement and shall on request produce a copy of the policy to the Client.

- 13.5. During and after this Agreement, the Service Provider agrees to protect, indemnify, defend and hold harmless the Client and to the extent required from time to time by the Client, (or their successors) its officers, agents and employees, from and against any and all expenses, damages, claims (whether valid or invalid and whether deemed alleged or upheld), suits, losses, actions, judgments, liabilities, and costs whatsoever (including legal fees on a full indemnity basis) arising out of, connected with, or resulting from:

- 13.6.1 the breach of any obligation to be performed by the Service Provider under this Agreement; or

- 13.6.2 the Service Provider's failure to comply with the Relevant Requirements.

- 13.6 The Client will not be liable for any additional costs, for example introductory fees or transfer fees, unless agreed between the Parties in a Statement of Work.

14. TERM AND TERMINATION

- 14.1. This Agreement shall commence on the Commencement Date and, subject to the

provisions of this clause 14, continue in force until the Final Date.

- 14.2. Either Party may terminate this Agreement immediately by providing written notice to the other Party if:
 - 14.2.1. the other Party commits a material breach of any of the terms of this Agreement and has failed to remedy such breach (if it is capable of remedy) within 30 days of receipt of notice requiring it to do so or such reasonable shorter period specified in the notice.
 - 14.2.2. the other Party commits a series of persistent minor breaches which, when taken together, amount to a material breach, in which case clause 14.2.1 shall apply.
 - 14.2.3. the other Party ceases, or threatens to cease, to carry on all or substantially the whole of its business.
 - 14.2.4. an encumbrancer takes possession, or a receiver is appointed, or any of the property or assets of the other Party becomes subject to an administration order by the court, or an administrator is appointed out of court by the other Party, its directors or creditors, or the other Party makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986 or the Enterprise Act 2002 as applicable).
 - 14.2.5. the other Party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations of that company); or
 - 14.2.6. the other Party becomes bankrupt or makes any arrangement or composition with its creditors.
- 14.3. The Client may terminate this Agreement immediately by providing written notice to the Services Provider if the Services Provider commits any act of dishonesty or engages in any misconduct which in the bona fide opinion of the Client brings it into disrepute.
- 14.4. The Client may, at any time, cancel a Statement of Work in whole or in part by providing written notice of cancellation to the Services Provider by:
 - 14.4.1. providing 1 week's written notice within 1 month after the start date of the Statement of work; or
 - 14.4.2. providing 4 weeks' written notice thereafter, provided that the Client shall pay for the Consultancy Services completed up to the date of cancellation.
- 14.5. The Client may terminate this Agreement by giving written notice of a period no shorter than the Notice Period. For the avoidance of doubt, the Client will only be liable to pay the Service Provider fees for Services it has accepted up to the date of termination.
- 14.6. On expiry or termination of this Agreement, the Services Provider shall deliver to the Client, within 7 days of expiry or termination:
 - 14.6.1. all Personal Data transferred to the Services Provider under clause 10, all Confidential Information of the Client, and other relevant data of the Client

including, but not limited to, computer held information and paper-based documentation; and

14.6.2. all physical property of the Client in its possession or control.

- 14.7. Termination or expiry of this Agreement for whatever reason or its expiry shall be without prejudice to the accrued rights, remedies, and obligations of the Parties.
- 14.8. This clause 14, and clauses 2.4, 7.7, 7.8, 8, 9, 10, 11, 13, and 17 shall survive the termination or expiry of this Agreement for whatever reason.
- 14.9. The Client and the Service Provider agree that it is not their intention that on the commencement, termination or expiry of this Agreement any transfer of an undertaking further to the Transfer of Undertakings (Protection of Employment) Regulations 1981 ('TUPE') arises. In the event that any of the matters referred to in this Agreement do constitute a transfer within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ('TUPE Regulations') in respect of any employee either of the Client, Service Provider or the previous service provider then the Service Provider and the Client agree to comply in full with their respective obligations in law, including under the Transfer of Undertakings (Protection of Employment) Regulations 2006.

15. FORCE MAJEURE

- 15.1. Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Agreement to the extent that its performance is interrupted or prevented by anything beyond the reasonable control of either Party.
- 15.2. Such delay or failure shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented subject to clause 15.3.
- 15.3. Should such delay or failure persist for 30 days or such shorter period as is reasonable in the circumstances the Party not affected may, at its option and if it is reasonable for it to do so, terminate this Agreement by giving 14 days' written notice.

16. NOTICES

- 16.1. Any notices, approvals or consents required to be given under this Agreement shall be in writing, signed by an authorised signatory of the Party giving the notice, approval or consent and delivered personally, by commercial courier, by email or by first class post to the address of the Parties set out in the Special Terms.
- 16.2. Any notice served by the following means shall be deemed served as indicated below:
 - 16.2.1. personal or email delivery: at the time of delivery.
 - 16.2.2. commercial courier: on the date of signature of the courier's delivery receipt.
 - 16.2.3. first class post: at the start of the second business day after posting.
- 16.3. If deemed receipt is not within business hours (meaning 9:00 am to 5:00 pm Monday

to Friday on a day that is not a public holiday in the place of receipt), the notice, approval or consent is deemed to have been received when business next starts in the place of receipt.

- 16.4. Either Party may change the details of its address by a notice to the other Party by any of the means set out above.

17. ASSIGNMENT

- 17.1. The rights and obligations of the Services Provider as existing under this Agreement may not be assigned in whole or in part to a third party without the prior written consent of the Client. If the Services are assigned, the Services Provider shall remain responsible for the quality of the Services provided.
- 17.2. Except in relation to a Client Associated Company, the rights and obligations of the Client as existing under this Agreement may not be assigned in whole or in part to a third party without the prior written consent of the Services Provider.

18. GENERAL

- 18.1. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior oral and written communications, understandings, representations or warranties (except those made fraudulently), relating to the subject matter hereof. Each Party warrants to the other that it has not relied on any such communications, understandings, representations or warranties in entering into this Agreement.
- 18.2. The Services Provider shall do and execute or procure to be done or executed all necessary acts, deeds and documents to give effect to this Agreement as are reasonably requested by the Client.
- 18.3. Any property of the Client which may be provided to the Services Provider will remain the Client property and will be used solely for the purpose of performing the Services.
- 18.4. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, it shall apply with the minimum modification necessary to make it legal, valid, or enforceable and the remainder of this Agreement shall not be affected.
- 18.5. No amendment to this Agreement, whether oral or written, shall be binding on either Party unless in writing and signed by an authorised signatory of each of the Parties.
- 18.6. Nothing in this Agreement shall be construed as establishing or implying any partnership, joint venture, or any relationship of employment or of principal and agent, between the Parties and the Services Provider shall not, without the prior written consent of the Client, hold itself out as in any way authorised to bind the Client.
- 18.7. No failure or delay by either Party to exercise any power or right under this Agreement shall operate as a waiver of it, nor shall any single or partial exercise of such rights or powers preclude any other or further exercise of the right or power. Any of the rights or remedies of the Parties under this Agreement may at any time be enforced separately or concurrently with any other rights and remedies whether under this Agreement or arising by operation of law with the effect that the rights and remedies are cumulative and not exclusive of each other.
- 18.8. A person who is not a Party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms and conditions of this Agreement.

- 18.9. The Services Provider undertakes to notify the Client of any change in its circumstances, including, without limitation, its name, address, contact details, bank details, VAT registration status and any event which would give the Client the right to terminate this Agreement under clause 14.2.
- 18.10. The Client shall be entitled to exercise any of its rights and/or fulfil any of its obligations hereunder (including without limitation its payment obligations) through any company with the Client Group.
- 18.11. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1 – Information Security Measures

Introduction

This schedule sets out the minimum IT and information security requirements applicable to any third party either connecting to the Client's systems, or holding and/or processing information controlled by, in the possession of or used by the Client (the "**Information**").

1. Security Risk, Compliance and Governance

1.1. Services Provider shall:

- 1.1.1. maintain the requisite knowledge, skills, resources and expertise, standards, practices, and procedures to enable operation of the IT environment used in the Project (the "**IT Environment**").
- 1.1.2. maintain a documented security policy and communicate this policy to all its employees and contractors with access to the Information and its systems; and
- 1.1.3. undertake activities to promote security awareness in relation to the Information and the IT Environment.

2. Audit

- 2.1. Client retains the right to monitor the access and actions of third-party staff to Client locations, systems, and Information, and may take appropriate action to resolve any misuse of Information or resources.
- 2.2. Client retains the right to audit facilities holding or processing Information, subject to a reasonable notice period. The audit may be conducted by Client staff, or an independent auditor appointed by Client.

3. Information Management

- 3.1. All Information supplied to Service Provider shall be kept only for the duration of the Agreement. Upon termination of the Agreement, Service Provider shall, at the option of Client either return to Client or destroy (to the extent reasonably practicable) all Information and provide to Client a certificate confirming this.
- 3.2. Service Provider shall maintain a record of its employees, contractors and agents who will have access to view, process, and store or transmit the Information. This record shall be made available to Client upon request.
- 3.3. Service Provider shall ensure that all its employees, contractors and agents are duly authorised before being given system access to the IT Environment and ensure such people are assigned only those system access rights that they require in relation to the Project.
- 3.4. Information shall not be accessed from, or stored, at any physical location, other than those locations agreed in writing with Client.
- 3.5. Service Provider shall not change the location or service without the permission of Client (such permission shall not be unreasonably delayed or withheld).

- 3.6. The electronic transfer of Information by Service Provider across public networks, such as the Internet, shall be performed using either encrypted communications or encrypted file formats. These electronic transfer protocols shall be agreed in writing with Client from time to time.
- 3.7. Service Provider shall not share the Information with a third party without the written permission of Client.
- 3.8. Service Provider shall take all reasonable measures to ensure no malicious software is introduced into the Information or the IT environment.
- 3.9. Service Provider must ensure it has in place appropriate security audit arrangements including auditing who has access to its system.

4. Security Incident Management

- 4.1. Service Provider must notify Client in writing of any security incidents immediately and report any activity which is considered suspicious in an agreed timely manner.

5. Business Continuity

- 5.1. Service Provider shall develop and maintain a business continuity plan in accordance with good industry practice. This plan shall consist of supported continuity arrangements and shall be tested at least annually, and the results of these tests shall be made available to Client.

6. Physical & Environment Security

- 6.1. Service Provider shall protect the location(s) and the IT Environment against unauthorised physical access and criminal or terrorist attack.
- 6.2. Service Provider shall protect the location(s) against fire, flood, environmental and other natural hazards, and shall take all reasonable measures to protect the IT Environment against power outages.