



Consultancy Services Agreement

Dated: _____

Between:

- (1) **STU3 LTD** incorporated and registered in England and Wales with company number 10714601 whose registered office is at 93 Elers Road, London, England, W13 9QE (**Stu3**); and
- (2) **[ENTER NAME OF CLIENT]** incorporated and registered in England and Wales with company number **[]** whose registered office is at **[]** (**Client**);

together the **parties** or each a **party** as the case may be.

Whereas:

- (A) Stu3 provides higher education software consultancy services related to student record keeping software and practices.
- (B) The Client is a higher education provider using the SITS:Vision Software provided by Tribal (both defined below) to perform student record keeping functions.

IT IS AGREED as follows:

1. DEFINITION AND INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

- 1.1. **Business Day** means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 1.2. **Client Licensed Software** means those third-party software programs and packages in respect of which the Client has obtained a licence (excluding the SITS Software).
- 1.3. **Client Property** means all documents, books, manuals, materials (on whatever media and wherever located) and any data or documents (including



copies) created for the purposes of the Engagement by Stu3 or the Stu3 Staff (excluding Stu3 Property) and any equipment, keys, hardware or software provided by the Client for Stu3's or the Stu3 Staff's use during the Engagement.

- 1.4. **Confidential Information** means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to either party to this Agreement, for the time being confidential to and including (but not limited to) information that either party creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential.
- 1.5. **Configurations** means the set-up / bespoke designs / arrangements of the SITS system and any other system supplied by Stu3 in the course of the Services.
- 1.6. **Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
- 1.7. **Deemed Employment** means an engagement to which section 61M(1)(d) of the Income Tax (Earnings and Pensions) Act 2003 applies.
- 1.8. **Deliverable** means any outputs of the Services and any other documents or materials provided by Stu3 to the Client as specified in Schedule 1 or in relation to the Services (excluding Stu3 Property).
- 1.9. **Engagement** means the engagement of Stu3 by the Client on the terms of this Agreement.
- 1.10. **Intellectual Property Rights** means patents, rights to any invention, idea, discovery, development, improvement or innovation whether or not patentable or capable of registration, and whether or not recorded in any medium, copyright, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off,



rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 1.11. **Off-payroll Working rules** means the rules in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003.
- 1.12. **Services** means the services described in the Schedule 1.
- 1.13. **SITS Software** means the SITS:Vision application (and associated products) produced and maintained by Tribal Education Limited.
- 1.14. **Start Date** means [the date stated at the beginning of this Agreement OR _____].
- 1.15. **Stu3 Staff** means the individuals provided by Stu3 to perform the Services under the Agreement and will include such substitutes as are deemed necessary and appropriate by Stu3 to deliver the Services.
- 1.16. **Stu3 Property** means any equipment hardware or software owned by Stu3 and provided for Stu3 Staff's use during the Engagement and all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) created by Stu3 prior to the Engagement or during the Engagement but for a purpose other than for the delivery of the Services or the Deliverables to the Client, including without limitation, configurations and templates developed by Stu3 and any Intellectual Property Rights embodied in such materials.
- 1.17. **Termination Date** means the date of termination of this Agreement, howsoever arising.
- 1.18. **Tribal** means Tribal Education Limited, a company with company number: 04163300 and registered address at: Kings Orchard Queen Street, St. Philips, Bristol, BS2 0HQ.
- 1.19. **Works** means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software



programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by Stu3 or the Stu3 Staff for the purpose of the provision of the Services and the Deliverables.

- 1.20. An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.21. The headings in this Agreement are inserted for convenience only and will not affect its construction.
- 1.22. A reference to a particular law 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.
- 1.23. Unless the context otherwise requires, words in the singular will include the plural and in the plural will include the singular.
- 1.24. The Schedules form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

2. TERM OF ENGAGEMENT

- 2.1. The Client will engage Stu3 and Stu3 will provide the Stu3 Staff to supply the Services on the terms of this Agreement.
- 2.2. The Engagement will start on the Start Date and will continue unless and until terminated:

(a) as provided by the terms of this Agreement; or

(b) by either party giving to the other not less than thirty (30) Business Days' prior written notice.

3. DUTIES AND OBLIGATIONS

- 3.1. During the Engagement Stu3 will, and (where appropriate) will procure that the Stu3 Staff will:
 - (a) provide the Services, including, as relevant, the Deliverables, with all due care, skill and ability;



- (b) promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services, including the Deliverables.

In this Agreement, an obligation on Stu3 to perform an action, includes an obligation on Stu3 to procure that the Stu3 Staff also perform that action where necessary and appropriate.

- 3.2. Stu3 will use its reasonable endeavours to ensure that the Stu3 Staff are available on reasonable notice to provide such assistance or information as the Client may require.
- 3.3. Unless it or they have been specifically authorised to do so by the Client in writing:
 - (a) neither Stu3 nor the Stu3 Staff will have any authority to incur any expenditure in the name of or for the account of the Client; and
 - (b) Stu3 will not hold itself out as having authority to bind the Client.
- 3.4. Stu3 warrants to the Client that any computer equipment and associated software which it provides to the Stu3 Staff for the purpose of providing the Services contains up-to-date anti-virus protection.
- 3.5. Stu3 will comply with:
 - (a) all reasonable standards of safety;
 - (b) the Client's health and safety procedures from time to time in force at any of the Client's premises at which the Services are provided and will report to the Client any unsafe working conditions or practices, provided that the Client first informs Stu3 and the Stu3 Staff of its health and safety procedures; and
 - (c) such of the Client's relevant policies as are notified to Stu3 in writing, including by way of example, social media and use of information and communication systems.
- 3.6. Stu3 may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:



(a) the Client will not be liable to bear the cost of such functions; and

(b) at the Client's request the third party will be required to enter into direct undertakings with the Client, including with regard to confidentiality.

- 3.7. Stu3 will promptly give to the Client all such information and documentation as it may reasonably require from time to time in order for the Client to determine whether the Engagement is or will be within the Off-payroll Working rules and is or will be Deemed Employment and, if the Client determines the Engagement is Deemed Employment, in order to comply with any obligation on the Client to deduct and account for tax or national insurance contributions from the fees due under 4. Stu3 will promptly inform the Client of any material change to any information or documentation previously provided in compliance with this clause and will also promptly provide any other information or documentation that it considers (or ought reasonably to consider) to be materially relevant to determining whether the Engagement is Deemed Employment. Subject to clause 14.6, the Client reserves the right to amend the terms of the Engagement, and this Agreement, if the Engagement is determined to be Deemed Employment.
- 3.8. Stu3 will comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**) including without limitation, the Client's ethics and anti-bribery and anti-corruption policies as relevant and will have and maintain throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.
- 3.9. Stu3 will not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence under section 45(1) of the *Criminal Finances Act*; or a foreign tax evasion facilitation offence under section 46(1) of the *Criminal Finances Act 2017* and will comply with the Client's anti-facilitation of tax evasion policies as relevant and will have and maintain in place throughout the term of this Agreement such policies and procedures as are reasonable in all the circumstances to prevent the facilitation of tax evasion by another person (including without limitation employees of Stu3), in accordance with any guidance issued under section 47 of the *Criminal Finances Act 2017*.



- 3.10. Failure to comply with 3.8 and 3.9 may result in the immediate termination of this Agreement.

4. INVOICING AND FEES

- 4.1. Upon completion of the Service or as may be agreed between Stu3 and the Client, Stu3 will deliver to the Client its invoice for the amount of the fee payable for the Services provided to date (plus VAT if applicable).
- 4.2. In consideration of the Services and provided that the invoice has been properly submitted in accordance with clause 4.1 above, the Client must pay the fee in full (including any VAT if applicable) to Stu3 within [thirty (30) OR ninety (90)] Business Days' of receipt.

5. OTHER ACTIVITIES

Nothing in this Agreement will prevent Stu3 or the Stu3 Staff from being engaged, concerned or having any financial interest in any capacity (whether as an agent, consultant, director, employee, owner, partner, shareholder or in any other capacity) in any other business, trade, profession or occupation during the Engagement provided that such activity does not cause a breach of any of Stu3's obligations under this Agreement.

6. CONFIDENTIAL INFORMATION

- 6.1. Each party undertakes that it shall not at any time and for a period of two years after termination or expiry of this Agreement, disclose to any person any Confidential Information of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 6.2.
- 6.2. Each party may disclose the other party's Confidential Information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 6; and



(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 6.3. No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 6.4. At any stage during the Engagement, either party will promptly on request return to the requesting party, any and all Confidential Information in its possession.

7. INTELLECTUAL PROPERTY

- 7.1. With the exception of the Stu3 Property, Stu3 hereby assigns to the Client all existing and future Intellectual Property Rights in the Works and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, Stu3 holds legal title in these rights on trust for the Client and will execute such assignments and procure that the Stu3 Staff execute such assignments as are necessary to ensure that the rights vest in the Client.
- 7.2. Stu3 undertakes to the Client:
 - (a) whenever requested to do so by the Client and in any event on the termination of the Engagement, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them, with the exception of the Configurations), recording relating to any part of the Works which are in its or the Stu3 Staff's possession, custody or power;
 - (b) not to register nor attempt to register any of the Intellectual Property Rights in the Works, unless requested to do so by the Client; and
 - (c) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works has passed, or will pass, to the Client.
- 7.3. In consideration of the Services, the Client grants to Stu3 a non-exclusive, royalty-free perpetual, irrevocable, worldwide licence to use in any capacity, including without limitation, to copy, issue copies, communicate, adapt, distribute or sublicense the Configurations developed as part of or in connection



with or in support of the Services as well as any screenshots taken of the Works and the Deliverables.

- 7.4. Stu3 undertakes that, with the exception of any content comprising screenshots of the SITS:Software interface or any other Client Licensed Software interfaces, it will not knowingly incorporate third-party Intellectual Property Rights in the Works without the Client's consent.

8. INSURANCE AND LIABILITY

- 8.1. Stu3 will maintain in force during the Engagement, insurance coverage of an amount adequate to support its liabilities under this Agreement.
- 8.2. The Client will be responsible for obtaining and maintaining, at its own cost:
- (a) A licence for the SITS Software that permits:
 - (i) Stu3 to carry out the Services, provide the Client with the Deliverables including the Configurations and any screenshots thereof and use the SITS Software in accordance with the terms of this Agreement; and
 - (ii) the Client to grant the licence under clause 7.3.
 - (b) Licences for any Client Licensed Software that permit the use of the Client Licensed Software as anticipated by this Agreement.
- 8.3. The Client warrants that it has obtained and maintains the licences described at clause 8.2 above and will continue to do so throughout the Engagement and if the Client fails to do so, this will be deemed a material breach of the Agreement.
- 8.4. The Client must provide to Stu3 written evidence of the licences described at clause 8.2 above promptly on receipt of a request from Stu3.
- 8.5. The Client will indemnify Stu3 against all liabilities, cost, expenses, damages, and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Stu3 arising out of or in connection with:



- (a) any breach of the warranty contained in clause 8.3 above;
- (b) any breach of the obligations at clause 8.2 above; or
- (c) any claim made against Stu3 for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Stu3's use of the SITS Software or the Client Licensed Software in relation to its provision of the Services and any Deliverable.

9. DATA PROTECTION

- 9.1. The Client will collect and process information and Personal Data relating to the Stu3 Staff in accordance with its privacy notice which is available on its website or intranet.
- 9.2. Stu3 and the Client acknowledge that for the duration of the Engagement, Stu3 will have access to development and test environments that contain anonymised student data. Anonymised data is not Personal Data, but in the event that Stu3 processes any Personal Data in connection with providing the Services under this Agreement, for the purposes of the Data Protection Legislation the Client is the controller and Stu3 is the processor and Stu3 and the Client will comply with the Data Protection Legislation.
- 9.3. Schedule 2 sets out the scope, nature and purpose of the processing by Stu3 the duration of the processing and the types of personal data (as defined in the Data Protection Legislation (Personal Data)) and categories of data subject.
- 9.4. Stu3 will in relation to any Personal Data processed in connection with the Engagement:
 - (a) process that Personal Data only on written instructions of the Client;
 - (b) keep the Personal Data confidential;
 - (c) comply with the Client's data protection policy which is available on its website or intranet;
 - (d) comply with the Client's reasonable instructions with respect to processing Personal Data;
 - (e) not transfer any Personal Data outside of the UK;



- (f) assist the Client at the Client's cost in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
 - (g) notify the Client without undue delay on becoming aware of a Personal Data breach or communication which relates to the Client's or Stu3's compliance with the Data Protection Legislation;
 - (h) at the written request of the Client, delete or return Personal Data (and any copies of the same) to the Client on termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data; and
 - (i) maintain complete and accurate records and information to demonstrate compliance with this clause 9.
- 9.5. Stu3 will ensure that it has in place appropriate technical or organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
- (a) pseudonymising and encrypting Personal Data;
 - (b) ensuring confidentiality, integrity, availability and resilience of its systems and services;
 - (c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
 - (d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- 9.6. Stu3 may only authorise a sub-processor to process Personal Data if:



- (a) the Client is provided with an opportunity to object to the appointment of each sub-processor within thirty (30) Business Days after Stu3 supplies the Client with full details in writing regarding such sub-processor;
- (b) Stu3 enters into a written contract with the sub-processor that contains terms substantially the same as those set out in this Agreement, in particular in relation to requiring appropriate technical and organisational data security measures with regards to Article 32 of the UK GDPR and any relevant requirements under Article 28 of the UK GDPR, including but not limited to the sub-processor allowing for and contributing to audits by or on behalf of the Client and, where relevant, aiding the Client to respond to subject access requests, and, upon the Client's written request, provides the Client with copies of the relevant excerpts from such contracts;
- (c) Stu3 maintains control over all of the Personal Data it entrusts to the sub-processor; and
- (d) the sub-processor's contract terminates automatically on termination of this Agreement for any reason.

Stu3 will remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 9.6.

10. TERMINATION

- 10.1. Notwithstanding the provisions of 2.2 and without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) The other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) Business Days after being notified in writing to do so;
 - (b) The other party suspends or ceases or threatens to suspend or cease, carrying on its business or activities or its financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy;
 - (c) The other party (namely the Client) fails to pay an amount due under this Agreement on the due date for payment and remains in default not



less than thirty (30) Business Days after being notified in writing to make such payment

- 10.2. The rights of either party under 10.1 are without prejudice to any other rights that either might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the party in breach as having brought the Agreement to an end. Any delay by either party in exercising its rights to terminate will not constitute a waiver of these rights.

11. OBLIGATIONS ON TERMINATION

- 11.1. On the Termination Date Stu3 will immediately deliver to the Client all Client Property and original Client Confidential Information which is in its or their possession or under its or their control.
- 11.2. On the Termination Date, the Client will immediately deliver to Stu3 all Stu3 Property and original Stu3 Confidential Information which is in its possession or under its control.

12. STATUS

- 12.1. The relationship of Stu3 (and the Stu3 Staff) to the Client will be that of independent contractor and nothing in this Agreement will render it (nor the Stu3 Staff) an employee, worker, agent or partner of the Client and Stu3 will not hold itself out as such.
- 12.2. The payment of the Stu3 Staff will be the sole responsibility of Stu3 and there will be no circumstance where any payment will be made directly to the Stu3 Staff by the Client.
- 12.3. Stu3 will be fully responsible for and will indemnify the Client for and in respect of the following:
- (a) subject to 12.4, any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from a determination that the Engagement is Deemed Employment or made in connection with either the performance of the Services or any payment or benefit received by the Stu3 Staff in respect of the Services, where such recovery is not prohibited by law. Stu3 will further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in



connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Client's negligence or wilful default;

- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by Stu3 Staff against the Client arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Client.

12.4. The indemnity in 12.3(a) does not apply to:

- (a) any income tax or National Insurance contributions deducted by the Client if the Engagement is Deemed Employment and the Client makes the deductions from the fees due under 4 prior to payment to Stu3;
- (b) such amount that HMRC directs by written notice is to be treated as having been recovered from Stu3 or the Stu3 Staff (or both) and which is not to be recoverable from the Client provided that the directions notice has been notified to the Client and that neither Stu3 nor the Stu3 Staff has appealed or otherwise challenged it.

12.5. The Client may at its option satisfy the indemnity in 12.2 (in whole or in part) by way of deduction from payments due to Stu3.

12.6. Stu3 warrants that it is not, nor will it prior to the cessation of this Agreement with prior notification to the Client, become a managed service company within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

13. NOTICES

13.1. Any notice given to a party under or in connection with this Agreement will be in writing and will be delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this Agreement or as otherwise notified in writing to the other party; or sent by email to the following addresses (or an address substituted in writing by the party to be served):

- (i) Client: [ADDRESS]
- (ii) Stu3: notices@stu3.co.uk



- 13.2. Unless proved otherwise, any notice will be deemed to have been received if delivered by hand, at the time the notice is left at the address given in this Agreement or given to the addressee, or if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by email, at the time of transmission.
- 13.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14. GENERAL

14.1. Entire Agreement

- (a) This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- (c) Each party agrees that it will have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

14.2. Inadequacy of Damages

Without prejudice to any other rights or remedies that either party may have, both acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of this Agreement. Accordingly, either party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement by the other.

14.3. Survival

Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

14.4. Waiver

A waiver of any right or remedy is only effective if given in writing and a delay or failure to exercise, or the single or partial exercise of, any right or remedy



shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

14.5. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement and if any provision or part-provision of this agreement is deemed deleted under this clause, it shall be deemed replaced with a provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.6. Variation

No variation of this Agreement or of any of the documents referred to in it will be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.7. Counterparts

This Agreement may be executed in any number of counterparts, each of which will constitute a duplicate original, but all the counterparts will together constitute the one agreement.

14.8. Third party rights

A person who is not a party to this Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement and the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

14.9. Governing law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the law of England and Wales and will be subject to the exclusive jurisdiction of its courts.



Schedule 1 - Services

Part 1

Client is implementing the SITS Software for the first time – Stu3 Services will consist of installation and configuration services (and may include ongoing maintenance services).

A detailed overview of the services to be provided	- Installation - Configuration - Ongoing maintenance services
Details of the specific deliverables to be achieved in the provision of the Services	- Guidance handbook including screenshots and instructions - []
The location(s) where the Services are to be performed	[Location] [any secondary locations]
Client point of contact and any reports to be submitted	[Primary contact] [any secondary contacts]
Timetable for provision of the Services, including any milestones related to the achievement of specific deliverables	- Could be described as stages of completion, set out in phases or percentage delivered
Fee payment schedule	- all fees to be paid on completion of the Services and supply of all Deliverables? - alternatively, monthly invoices to be submitted for time spent
Any applicable acceptance criteria	i.e. at what point the Services are deemed complete and the Deliverables supplied



Whether the services will need to be provided to any other entities / teams / departments within or supporting the Client	Include details of any additional entities / teams / departments
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Standard Support Services

1. A telephone help desk or email-operated help desk to provide first-line technical support to users of the SITS Software, more specifically:
 - 1.1. to assist the Client with general enquiries in connection with the SITS Software;
 - 1.2. to assist the Client in carrying out the Client's acceptance tests referred to in Clause 2.3;
2. Remote diagnosis and, where possible, correction of faults using the software management software, more specifically to correct all errors, bugs and failures of the SITS Software to comply with any warranty or term of the Agreement (as if such warranty or term continued beyond its expiry date), deliver the resulting maintenance release to the Client, install it on the Client's equipment and hand it over to the Client for testing.
3. Up to [NUMBER] hours in any month of second-line on-site technical support;
4. If required by the Client, provide its staff, at charges to be agreed, with training in the use of any modification to the SITS Software.

Charges

Charges – On a per month basis / on a per call basis etc.

Service Levels

Service Levels – classifying faults in terms of priority, response and issue-resolution times.



Schedule 1 - Part 2

Client is already operating SITS Software – Stu3 Services will consist of creation and modification of data configuration templates.

A detailed overview of the Services to be provided	- Creation of data configuration templates - Modification of data configuration templates
Details of the specific deliverables to be achieved in the provision of the Services	- Guidance handbook for use of the templates including screenshots and instructions - []
The location(s) where the Services are to be performed	[Location] [any secondary locations]
Client point of contact and any reports to be submitted	[Primary contact] [any secondary contacts]
Timetable for provision of the Services, including any milestones related to the achievement of specific deliverables	- Could be described as stages of completion, set out in phases or percentage delivered
Fee payment schedule	- all fees to be paid on completion of the Services and supply of all Deliverables? - alternatively, monthly invoices to be submitted for time spent
Any applicable acceptance criteria	i.e. at what point the Services are deemed complete and the Deliverables supplied



Whether the services will need to be provided to any other entities / teams / departments within or supporting the Client	Include details of any additional entities / teams / departments
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Schedule 1 - Part 3

Ad-hoc bespoke consultancy covering a wide range of services from:

- Small amendments to existing software configuration
- Setting up new integration
- Creating new reports
- Providing analysis
- Solution design

A detailed overview of the Services to be provided	- Small amendments to existing software configuration - Setting up new integration - Creating new reports - Providing analysis - Solution design
Details of the specific deliverables to be achieved in the provision of the Services	- Guidance documents regarding the use of the amended software or new integration - Reports - Results of analysis - []



The location(s) where the Services are to be performed	[Location] [any secondary locations]
Client point of contact and any reports to be submitted	[Primary contact] [any secondary contacts]
Timetable for provision of the Services, including any milestones related to the achievement of specific deliverables	- Could be described as stages of completion, set out in phases or percentage delivered
Fee payment schedule	- all fees to be paid on completion of the Services and supply of all Deliverables? - alternatively, monthly invoices to be submitted for time spent
Any applicable acceptance criteria	i.e. at what point the Services are deemed complete and the Deliverables supplied
Whether the services will need to be provided to any other entities / teams / departments within or supporting the Client	Include details of any additional entities / teams / departments



Schedule 2 - Processing, personal data and data subjects

Part 1 – Processing by Stu3

1. **Scope of the processing** – The Parties anticipate that for the duration of the Engagement, Stu3 will have access to development and test environments and that these will contain anonymised student information. In the unlikely event that any of this data is not completely anonymised however, the scope of the processing has been determined as:
 - o Personal contact-style personal data such as names and email addresses, course application data, enrolment data and associated finance data.
 - o Processed in order to deliver the Services and the Deliverables and specifically in order to develop and test functionality in the implementation of the SITS Software
 - o Elements of the personal data will be confidential and sensitive (specifically in relation to enrolment and finance).
2. **Purpose of the processing** – The purpose of the processing will be the development and testing of new functionality in the implementation of the SITS Software and / or data migration routines – necessary for the delivery of the Services and Deliverables by Stu3.
3. **Duration of the processing** – The duration of the processing shall be the Engagement only and Stu3 will not retain any such personal data beyond the end of the Engagement.

Part 2 – Types of personal data

Contact style personal data such as names and email addresses

Course application data



Enrolment data

Associated finance data

Part 3 – Categories of data subject

Students

Employees of the Client and of Stu3

Part 4 – [Sub-processors]

Signed by

_____, a
director for and on behalf of STU3
LTD

Director

Signed by

_____, a
director for and on behalf of
[CLIENT]

Director