

G-Cloud Supremacy

Where this Agreement is used in connection with the G-Cloud 15 framework (RM1557.15), the CCS Framework Contract and the applicable Call-Off Contract shall prevail in the event of any inconsistency or conflict. This Agreement shall apply only to the extent it is consistent with the CCS Framework Contract and the applicable Call-Off Contract.

1. INTRODUCTION

This Agreement sets out the basis on which Lancia Consulting Limited ("Lancia") shall supply IT and management consultancy services to the client ("Client").

2. DEFINITIONS

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

"Agreement" means Consultancy Master Services Agreement, its recitals and attached Schedules together with any other documents expressly incorporated into this Consultancy Master Services Agreement and signed by the Parties;

"Charges" means the fees and expenses for the Services payable and charged in accordance with the rates specified in the relevant Statement of Work in accordance with **Schedule 1**;

"Commencement Date" means;

"Confidential Information" has the same meaning ascribed to it in the Non-Disclosure Agreement entered into by the Parties. If such Non-Disclosure Agreement has not been entered into by the Parties, "Confidential Information" shall mean all information whether in written, oral or any other form disclosed by one Party to the other Party, or otherwise acquired by the receiving Party in connection with the Services and this Agreement, and other information whether or not designated as "Confidential" and whether disclosed or acquired before or after the date of this Agreement, but shall exclude any information which is or becomes available to the public other than as a result of breach of this Agreement or disclosure in breach of any other obligation of confidentiality owed to the disclosing Party by any other person. For avoidance of doubt, "Confidential Information" shall include information relating to either Party's business, customers, suppliers or partners, financial condition, operations research, development, products, software, services, technical information or know-how and intellectual property;

"Data Protection Legislation" means all applicable data protection legislation for the time being in force in the United Kingdom or any part of it (including the Data Protection Act 2018 (as may be supplemented by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019), and the General Data Protection Regulation (Regulation 2016/679) ("**GDPR**"), and all national legislation implementing or supplementing the foregoing in the United Kingdom [*and all associated codes of practice and other guidance issued by any applicable data protection authority,*] all as amended, re-enacted and/or replaced and in force from time to time;

"Intellectual Property Rights" mean patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how, business methods and processes and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or

rights to apply) for, and renewals or extensions of, 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

“Project Basis” means an agreed fixed cost for the relevant project set out in the relevant SOW with agreed assumptions and qualifications;

“Service Tax” means government goods and/or services value-added tax applicable for the provision of the Services at the rate legally chargeable from time to time, if applicable;

“Services” means the provision of consultancy services and deliverables on a Time and Material Basis and/or a Project Basis specified through the issuance of Statements of Work in accordance with **Schedule 1**;

“Statement of Work or SOW” means the description of work to be undertaken by Lancia as specified in **Schedule 1** being the Services, which Client will issue to Lancia from time to time;

“Third Party Materials” means intellectual property, works, goods, products, documentation, information, data and other material of any kind provided or made available by a third party, including material sourced by Lancia from a third party but supplied as part of the deliverables or Services;

“Time and Material Basis” means payment on the basis of actual cost of direct labour at specified hourly rates; and

“Working Day” means a day other than a Saturday, Sunday and public holidays in the United Kingdom, and during normal business hours of 8.30 am to 5.30 pm.

- 1.2 References in the singular number shall include references in the plural number and vice versa, words denoting natural persons shall include corporations and any other legal entity and vice versa, and words denoting any gender shall include every gender.
- 1.3 The word “including” is to be construed without limitation.
- 1.4 A reference to a particular Clause, sub-clause, paragraph, Schedule or Appendix shall be a reference to the Clause, sub-clause, paragraph, Schedule or Appendix in or to this Agreement.
- 1.5 The headings are inserted for convenience only and are to be ignored for the purposes of construction.
- 1.6 A reference to any Acts shall be construed as including a reference to any modification, extension or re-enactment thereof from time to time
- 1.7 The words in this Agreement shall bear their natural meaning. The Parties have had the opportunity of obtaining legal advice and accordingly no provision shall be construed *contra proferentum*.

3. SERVICES AND STATEMENT OF WORK

- 3.1 This Agreement contains the general and specific provisions that shall apply to the provision of the Services by Lancia to Client. Detailed provisions of each Service shall be provided in each Statement of Work issued by Client to Lancia from time to time.

- 3.2 This document details the agreed terms that Lancia Consulting Limited operate under. We will not enter into any agreement until we have a project in place.
- 3.3 It is agreed that the terms and conditions set out herein and the terms set out in all Statements of Work issued by Client to Lancia from time to time shall govern all Services provided by Lancia under this Agreement.
- 3.4 Lancia will carry out, deliver all deliverables specified in, and complete all Statements of Work in accordance with the timelines, requirements, specifications and acceptance tests set out therein in accordance with all instructions, rules and regulations issued by Client and so as not to exceed the Charges stated in all Statements of Work.
- 3.5 In the absence of any obvious irregularity, all instructions issued by a representative of Client shall be deemed to be validly issued by Client. Lancia shall not be held liable for acting upon such instructions. Client shall indemnify and hold Lancia harmless from and against any and all damages, losses, costs and expenses suffered or incurred by Lancia as a result of a claim, suit, action or proceeding brought by a third party against Lancia in respect of the Services performed or the work produced by Lancia under this Agreement provided such Services and work were performed or produced by Lancia in accordance with the timelines, requirements and specifications set out in this Agreement or the relevant Statement of Work or in accordance with the instructions, rules and regulations issued by Client.
- 3.6 It is understood by the Parties that unless otherwise specified in the Statement of Work, the Services to be provided under the relevant Statement of Work does not cover the transition of such Services either to Client itself or to another vendor appointed by Client to take over the provision of such Services upon the termination or expiry of the relevant Statement of Work or the Agreement. If Client requires Lancia to transition any of such Services, the Parties shall in good faith execute a separate Statement of Work to deal with the process, the procedure, the timing and the cost of the transition. For the avoidance of doubt, if a separate Statement of Work is not executed between the Parties, Lancia shall have no obligation to assist with the transition except to return all documents, files and materials belonging to Client in its possession to Client.
- 3.7 Client will provide Lancia with reasonable access to and be responsible for expenses associated with:
- (a) the equipment belonging to Client and being used by Lancia during working hours when all Statements of Work are being performed by Lancia; and
 - (b) secure premises, adequate working space, operating supplies and facilities, including telephones, power and lighting.
- 3.8 Client will be responsible for its own costs and expenses, and Lancia will be responsible for any specific costs and expenses where the same are specifically set out in this Agreement.
- 3.9 While Client is responsible for business continuity and disaster recovery, Lancia shall, as far as possible, continue to perform the Statement of Work already issued and assist and support Client during such period of business continuity and disaster recovery.
- 3.10 Where required by Lancia, Client shall ensure that third party contractors or vendors engaged by it shall cooperate with Lancia in relation to Lancia's provision of the Services.

4. LANCIA PERSONNEL

- 4.1 Lancia understands and agrees that this Agreement is personal to Lancia and therefore, the Services shall be performed by its personnel on a Time and Material Basis and/or a Project Basis.
- 4.2 Lancia undertakes to use all reasonable endeavours to ensure continuity of service by the same personnel for the fulfilment of the Services hereunder in particular when the Services are provided on a Time and Material Basis.
- 4.3 Where the Services are provided on a Time and Material Basis, Client shall inform Lancia of any individual recommended by Lancia and selected by Client who proves unsatisfactory or unsuitable or delays or fails in the performance of any Statement of Work. In this event, Lancia shall take immediate action to resolve the same, failing which Lancia shall comply with Client's request to replace any individual within a reasonable period but in any event, it shall not exceed sixty (60) days from the notification date.
- 4.4 Lancia may add, remove or replace any of its personnel at any time in its sole discretion, provided that such changes do not materially affect the quality and the timely provision of the Services. Lancia shall add or replace existing personnel with suitably qualified personnel and inform Client of such changes.
- 4.5 Lancia undertakes to indemnify Client against all claims, suits or actions brought by its personnel against Client in respect of their employment, dismissal or termination of their employment or any act or omission by such personnel or otherwise, and to indemnify Client for any loss, expense, legal cost or liability suffered or incurred in connection with such claims.
- 4.6 Lancia shall be liable and be responsible for all acts and omissions by its personnel.
- 4.7 Lancia undertakes that it has obtained all required approvals from the relevant authorities and work permits or employment passes for its personnel (where required) which allow such personnel to be seconded to or perform the Services for Client and/or at Client's premises.
- 4.8 Lancia is responsible for reimbursing its personnel in relation to their expenses incurred while performing the Services, and Lancia may then invoice Client for such expenses.
- 4.9 During the period commencing on the Commencement Date and ending one year following the expiry or termination of this agreement, Client shall not, without the Lancia's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of Lancia; or (ii) hire, on behalf of Client or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with Lancia.

5. RIGHT OF LANCIA TO SUB-CONTRACT

- 5.1 Lancia may not sub-contract all or part of the Services to any third party without Client's prior written consent, such consent not to be unreasonably withheld.
- 5.2 In the event Client gives such consent, Lancia shall be fully responsible and liable for the performance of its sub-contractor(s) and procure such sub-contractor(s) comply with the terms of this Agreement.

6. INVOICING AND PAYMENT TERMS

- 5.1 All invoices shall clearly identify the work carried out and the amount payable and shall be payable upon terms agreed therein.
- 5.2 In consideration of the performance of each Statement of Work, Client shall pay the Charges agreed by the Parties therein and where Charges are charged on a Time and Material Basis, at the rates specified within each Statement of Work, which amount shall be specified in each invoice.
- 5.3 Client will pay Lancia invoices in arrears within thirty (30) days of the date of receipt of invoice from Lancia, except for amounts disputed by Client. Where Client in good faith identifies reasons to dispute an invoice or specific amounts therein, Client will notify Lancia promptly in writing, setting out such reasons.
- 5.4 Prompt payment will be subject to the rendering of an invoice correctly detailing the Services provided under the relevant Statement of Work and sent to the correct postal address.
- 5.5 **Schedule 2** identifies the invoicing format including payment billing and the payment currency to be shown on invoices, the address to which invoices should be sent and the number of copies required. Invoices should be accompanied by the original documentation detailing the Client allocated project number including a cross-reference to the relevant Statement of Work.
- 5.6 Any reimbursement of out-of-pocket expenses incurred by Lancia, including travel and lodging expenses, communication charges, cost of supplies and all applicable taxes as part of any Statement of Work not already covered by the Charges stated therein shall be made only upon submission by Lancia of documentation reasonably satisfactory to Client. Unless otherwise agreed in writing, all such reimbursements shall require prior written approval of Client before incurring the same and shall be at cost, without any mark-up.
- 5.7 The Charges shall be exclusive of any Service Tax. Where Service Tax is applicable, Client shall pay all Service Tax to Lancia.
- 5.8 All Charges payable to Lancia under this Agreement and the applicable SOW represents the actual amount payable to Lancia and, unless prohibited by applicable law, shall be free of any withholding tax. Client will pay the full amount of the Charges to Lancia without any withholding, set off or deduction except as required by applicable law. If any amounts payable by Client to Lancia under this Agreement or applicable SOW are subject to any withholding tax, Client will bear the withholding tax, promptly pay that tax to the relevant government agency and furnish proof of such payment to Lancia upon request.
- 5.9 Without prejudice to any other rights it may have, Lancia is entitled to charge and to be paid interest at 2% per month, or pro-rated portion thereof, (calculated from the due date to payment date) on any sum payable under this agreement that remains unpaid from the due date.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights existing prior to the Commencement Date shall belong to the Party that owned such rights immediately prior to the Commencement Date. Neither Party shall gain by virtue of this Agreement any Intellectual Property Rights owned by the other Party. Lancia shall have no rights to use any of Client's pre-existing documents, methodologies, manuals, models, generic designs, ancillary equipment, software and all

other pre-existing materials and Intellectual Property Rights, except in the performance of the Services hereunder or pursuant to a prior written agreement from Client. Lancia shall grant Client a permanent, non-revocable, royalty-free, worldwide, non-exclusive licence to use, copy and sub-licence Lancia's pre-existing intellectual property which forms part of or is embedded into the relevant deliverables specified in the relevant Statement of Work as is necessary for the purpose of using or otherwise exploiting the relevant deliverables. Where the Services are provided under the G-Cloud 15 framework (RM1557.15), ownership, licensing and use of Intellectual Property Rights shall be determined in accordance with the applicable IPR option specified in the CCS Framework Contract and the relevant Call-Off Contract.

- 7.2 Subject to payment by Client of the Charges due under each Statement of Work, all Intellectual Property Rights in and to all deliverables specified in all Statements of Work and other materials, documents, manuals and software specifically created for Client under this Agreement Lancia assigns to the Client, or shall procure the assignment to the Client of, all such rights (whether presently existing or to be created in the future). Once such Intellectual Property Rights have been assigned to Client, Lancia shall have no rights to use the same except in the performance of any Statements of Work hereunder or pursuant to a prior written agreement from Client. For the avoidance of doubt, nothing herein shall be construed as preventing Lancia from disclosing or using in the course of its business any technical knowledge, skill or expertise of a generic nature acquired by Lancia in the performance of this Agreement, or any pre-existing Intellectual Property Rights of Lancia, including without limitation Lancia's expertise or know-how, provided the same shall not breach Client's Intellectual Property Rights or the confidentiality provisions as set out in this Agreement.
- 7.3 To the extent that the deliverables in the relevant Statements of Work include or incorporate any Third Party Materials, Lancia shall procure that Client shall have the right use such material in the manner set out in this Agreement and the terms of any applicable third party licence(s) shall apply in relation to such Third Party Materials. The Client acknowledges and agrees that any such licence shall be between it and the relevant licensor and not between the Client and Lancia. Accordingly, the Client agrees to hold Lancia harmless in respect of any loss which arises from such Third Party Materials.
- 7.4 All Intellectual Property Rights in the Client software and Client hardware shall, at all times, be and remain the exclusive property of the Client or its third party licensors. Client grants Lancia a limited, non-transferable, royalty-free, non-exclusive license at no charge to use Client software and Client hardware during the term of this Agreement solely for the purpose of performing all the Services. Upon expiry or termination of the relevant Statement of Work and/or this Agreement (whichever is the case), Lancia shall return all Client software and hardware to Client immediately.

8. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES

- 8.1 Lancia shall indemnify Client from and against all losses, damages, costs, and expenses suffered or incurred by Client as a result of a claim made by a third party that the use of any deliverables provided by Lancia to Client for the purposes of this Agreement infringes the rights of the third party subject to the following:
- (a) Client shall promptly notify Lancia in writing of any alleged infringement of which Client becomes aware;
 - (b) Client shall make no admission of any liability or agreeing to any settlement or compromise of an indemnified claim without Lancia's prior written consent; and

- (c) if Lancia so requests, Client shall allow Lancia to conduct any discussions, negotiations or litigation and/or settle any claim; and
 - (d) Client shall give Lancia all reasonable assistance. All costs incurred by Client shall be borne by Lancia.
- 8.2 In the event that any such infringement occurs or may occur, Lancia shall at its expense and after written consent from Client either:
 - (a) procure for Client the right to continue using the deliverables specified in any Statement of Work or infringing part thereof; or
 - (b) modify or amend the deliverables specified in any Statement of Work or infringing part thereof so that the same becomes non-infringing; or
 - (c) replace the deliverables specified in any Statement of Work or infringing part thereof by other deliverables of substantially similar value, functionality and performance, which must be mutually agreed between the Parties.
- 8.3 If the above remedies fail after all reasonable efforts by Lancia, Lancia shall refund the Charges paid for development of the deliverables specified in any Statement of Work found to be or alleged to be infringing or if not paid, Client shall not be required to pay such Charges.
- 8.4 If at any time an allegation of infringement of any Intellectual Property Rights is made in respect of any deliverable specified in any Statement of Work or if in Lancia's reasonable opinion such an allegation is likely to be made, Lancia may, at its own expense and with the prior consent of Client, modify or replace such deliverable so as to avoid the infringement without detracting from the overall performance and Lancia making good to Client any loss of time, productivity or use during modification or refund to Client all Charges paid in respect of the allegedly infringing deliverable, or if not paid, Client shall not be required to pay such Charges.

9. WARRANTIES FOR SERVICES

9.1 Lancia represents and warrants that:

- (a) it has authority to enter into this Agreement, provide the Services and to grant the rights granted to Client hereunder;
- (b) the provision of the Services will not violate any applicable law or regulation, or any agreement with any third party;
- (c) the personnel recommended by Lancia for Client's selection are qualified, experienced, professional and have the capability and technical skills to perform the Services;
- (d) the Services provided by Lancia will be performed in a professional and workmanlike manner with reasonable skill and care and diligence and in accordance to generally accepted industry and professional standards (if applicable);
- (e) neither the provision nor the performance of the Services including any deliverables under any Statement of Work will in any way constitute an infringement or other violation of any Intellectual Property Rights of any third party;
- (f) it owns or has obtained valid licences of all Intellectual Property Rights used by it which are necessary to the performance of the Services;
- (g) the Services shall be provided substantially in accordance with Client's requirements and specifications and any service levels as set out in all Statements of Work; and
- (h) its personnel performing the Services do not have any criminal records, are not declared bankrupts, are of sound mind, have the capacity to contract and can legally and fully perform the Services.

In relation to each deliverable stated under any Statement of Work (if any and for Project Basis only), Lancia shall provide a warranty for the period of sixty (60) days from the date of acceptance of such deliverable unless otherwise stated in the relevant Statement of Work (the "Warranty Period"). Any defect during the Warranty Period shall be rectified by Lancia at its sole cost. In the event Lancia fails to rectify the same during the Warranty Period, Client shall be entitled to either appoint a third party to rectify the same, the costs of which shall be borne by Lancia or request for refund of Charges paid for such deliverables (or if not paid, Client shall not be required to pay such Charges).

9.2 In the event that Lancia breaches any of the aforesaid warranties, Client must give Lancia a reasonable time to fix the problem, including (in Lancia's discretion) by supplying the Client with a corrected version of the deliverables or a reasonable way to work around the problem that is not materially detrimental to the Client and/or by re-performing any relevant Services. This will be done without any additional charge to the Client. If Lancia is able to do this within a reasonable time, this shall be the Client's sole and exclusive remedy in relation to such breach and Lancia will, subject to clause 10.2, have no other obligation or liability in relation to such breach.

10. LIABILITY AND LIMITATION OF LIABILITY

10.1 This Clause 9 sets out the entire financial liability of Lancia in connection with this Agreement, including liability in respect of:

- (a) any breach of this Agreement; and
- (b) any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.

10.2 As prohibited by law, no limits its liability shall apply in respect of:

- (a) fraudulent misrepresentation or for any other fraudulent act or omission;
- (b) the death of, or personal injury to, any person caused by its negligence;
- (c) to pay sums properly due and owing to the other in the normal course of performance of this agreement; and
- (d) for any other liability which may not lawfully be excluded or limited.

10.3 Subject to Clause 9.2 above:

- (a) Lancia's maximum aggregate liability to Client, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to 100% of the total Charges paid by Client to Lancia for the deliverables giving rise to the liability during the 12 months immediately preceding the event giving rise to such liability; and
- (b) Under no circumstances shall Lancia be liable to Client (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) for any:
 - (i) loss of profit;
 - (ii) indirect or consequential loss or special loss;
 - (iii) loss of business;
 - (iv) loss of opportunity;
 - (v) loss of reputation;
 - (vi) loss of damage to reputation or goodwill;
 - (vii) loss of anticipated savings;
 - (viii) loss of any software or data;
 - (ix) loss of use of hardware, software or data;
 - (x) loss or waste of management or other staff time; or

arising out of or relating to this agreement, whether or not such loss was foreseeable or if the party which would otherwise be liable for such loss was advised of its possibility (and, for the purposes of this clause 10.3, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss).

10.4 Lancia shall maintain at its own costs professional liability and product liability policies of insurance covering all risks normally covered for the Services provided herein and, in the amount, no less than the Charges stated in the relevant Statement of Work. At Client's

request, Lancia shall provide copies of such insurance policies to Client as evidence of Lancia's compliance with this Clause.

- 10.5 For avoidance of doubt, Lancia shall have no liability with respect to its inability to perform the Services whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, for any loss, damage, expense or liability resulting from the following events, except where the same is proved to be attributable to Lancia:
- (a) where Lancia's inability to perform is attributable to the delay or failure of third party contractors or vendors engaged directly by Client to perform their respective obligations; and
 - (b) where Lancia's ability to perform is dependent on Client's timely and effective performance of its obligations under this Agreement and its timely decisions, instructions and approvals.
- 10.6 Notwithstanding Clauses 10.1 to 10.5, where the Services are provided under the G-Cloud 15 framework (RM1557.15), the Parties' liability shall be determined in accordance with the CCS Framework Contract and the applicable Call-Off Contract.

11. CONFIDENTIALITY

- 11.1 Both Parties have entered into a Non-Disclosure Agreement attached as **Schedule 5**, the terms of which shall apply to this Agreement. The confidentiality obligations in the said Non-Disclosure Agreement shall be in addition to the confidentiality obligations in this Agreement.
- 11.2 Both Parties shall keep secret and confidential all Confidential Information. Neither Party shall disclose any Confidential Information to any third party except to its own employees, officers, authorised representatives and professional advisors on a strictly need-to-know basis and only for the purposes of fulfilling its obligations under this Agreement. Each Party shall treat all Confidential Information of the other Party with the same degree of care as it treats its own confidential information, but in no case less than reasonable care and promptly, upon request and, in any event, upon termination of this Agreement (for whatever reason), return to the other party all materials (in whatever form) incorporating, embodying or recording any such Confidential Information in its possession or control and, if requested by the other party, certify in writing that it has done so.
- 11.3 Nothing in this Clause 18 shall prevent disclosure of information where required under the G-Cloud 15 framework (RM1557.15), including disclosure obligations relating to transparency, audit, freedom of information or environmental information legislation.

12. PUBLICITY

Neither Party will use the other Party's name outside of its organisation without the named Party's express written consent, which may be withheld by the named Party in its sole discretion; provided however that Lancia may use Client's name in its client lists and may generally describe the types of projects for the purposes of describing Lancia's capabilities in proposals to third parties.

13. DURATION

- 13.1 The term of this Agreement shall commence on the Commencement Date and shall be valid for a period of **3 years** (the "**Term**"). Each Statement of Work shall provide for the duration to complete the work stated therein even if the completion of such work is after the Term ("**Outstanding Statement of Work**"). In such event, Clause 15.6 shall apply. However, no Statement of Work shall be issued after the Term unless this Agreement is renewed by the Parties.
- 13.2 Client shall conduct a review of the performance of Lancia at the end of the Term and indicate its intention to renew this Agreement (if Client so decides to renew) at least one (1) month prior to the expiry of this Agreement by written notice to Lancia. The terms and conditions of such renewal shall be mutually agreed by the Parties.
- 13.3 Subject to Clause 10.2, upon expiry or termination of this Agreement, whichever is the case, neither Party shall have any claim against the other Party for costs, damages, compensation or otherwise except for: (i) any antecedent breach of the terms of this Agreement, and (ii) any breach of any obligations which are specified under this Agreement to survive the expiry or termination of this Agreement.

14. DATA PROTECTION

- 14.1 For the purposes of this clause 14 and Schedule 5, "**controller**", "**processor**", "**personal data**", "**process/processing**", "**sub-processor**", "**technical and organisational measures**" and "**supervisory authority/authority**" shall have the meaning as set out in the applicable Data Protection Legislation or (where specifically defined therein);

"**Adequate Country**" means a country or territory outside the EEA recognised as providing adequate protection for Personal Data transfers under an adequacy decision made from time to time by the European Commission under the GDPR;

"**Personal Data**" means all data which is defined as 'personal data' in the Data Protection Legislation and which is provided by Lancia to Client (directly or indirectly), and accessed, stored or otherwise processed by Lancia as a data processor as part of its provision of the Services to Client, and to which Data Protection Legislation applies from time to time; and

"**process**" and other derivations such as "**processed**" and "**processing**" means any use of, or processing applied to any Personal Data and includes "processing" as defined in the Data Protection Legislation.

- 14.2 Each party shall comply with its obligations under applicable Data Protection Legislation.
- 14.3 To the extent that Lancia is deemed to be acting as a processor for Client with respect to Personal Data under applicable Data Protection Legislation, Schedule 5 shall apply to such processing.
- 14.4 Lancia may from time to time clarify those processing activities which in particular are to be regarded as processing activities carried out by Lancia as a data processor on behalf of Client (and as set out in Schedule 5).

15. TERMINATION

- 15.1 Either Party shall be entitled to terminate this Agreement and/or any SOW at any time for convenience and without being liable for any penalty or exit charge by giving the other Party ninety (90) days' prior written notice. Both Parties shall exercise this right judiciously and reasonably. Neither Party shall be obliged to disclose its reasons for the termination to the other Party. This Clause 15.1 shall not apply to Services provided under the G-Cloud 15 framework (RM1557.15), where termination rights shall apply solely in accordance with the applicable Call-Off Contract.
- 15.2 Notwithstanding the above, each of the Parties shall have the right, in so far as accorded below, to terminate this Agreement with immediate effect:
- (a) if the other Party has committed a material breach of this Agreement and continues such default for thirty (30) days after written notice thereof has been given to such Party with a request that such breach or breaches are rectified (where such rectification is possible) and no such rectification takes place; or
 - (b) if the other Party becomes insolvent, makes composition with its creditors, has a receiver or administrator of its undertaking or the whole or a substantial part of its assets appointed, or an order is made, or an effective resolution is passed, for its administration, receivership, liquidation, winding-up or other similar process, or has any distress, execution or other process levied or enforced against the whole or a substantial part of its assets (which is not discharged, paid out, withdrawn or removed within 28 days), or is subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction, or ceases to trade or threatens to do so; or
 - (c) if the other Party's performance is affected by Force Majeure and the period of the Force Majeure has lasted longer than thirty (30) days; or
 - (d) in the case of Client, any failure by Lancia to meet any service level specified in any Statement of Work or any acceptance test specified in any Statement of Work for any deliverables under any Statement of Work for three (3) times consecutively.
- 15.3 Termination pursuant to the provisions of this Clause 15 shall be effected by notice sent in accordance with Clause 20, which shall be effective upon receipt unless a later date is stated in the notice.
- 15.4 In the event of termination arising, as provided in Clause 15.2, from any breach, default or failure, including financial failure, on the part of Lancia, Client shall be the owner of such Intellectual Property Rights to the partially-built deliverables under all Statements of Work and other materials, documents, manuals and software specifically created and developed for Client under this Agreement.
- 15.5 In the case of termination due to breach by Client, any Charges properly due to Lancia for any outstanding Statement of Work performed and accepted on or before termination shall be paid within thirty (30) days of receipt of an invoice rendered in accordance with Clause 5.
- 15.6 In the event of expiry or termination of this Agreement (whichever is the case), the Parties shall, unless otherwise agreed, continue to fulfil their obligations under all Outstanding Statements of Work, including the delivery of all deliverables specified in the relevant Outstanding Statements of Work and ensuring that such deliverables have been accepted in accordance with the relevant acceptance tests. This Agreement, to the extent applicable, shall continue to apply to all Outstanding Statements of Work.

- 15.7 Termination of this agreement and/or any Statement of Work for any reason will not affect:
- (a) any accrued rights or liabilities which either party may have by the time termination takes effect; or
 - (b) the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in force on or after termination. Without prejudice to the foregoing, clauses 5, 6, 7, 8, 9, 10, 14 and 15 shall survive termination of this Agreement.

16. EXIT AND TRANSITION ASSISTANCE

Upon expiry or termination of the services, the supplier shall provide reasonable assistance to support an orderly transition of the services, where reasonably requested. Any such assistance shall be limited in scope and provided at the supplier's then-current rates unless otherwise agreed in writing.

17. RELATIONSHIP BETWEEN THE PARTIES

- 17.1 Neither Lancia nor any of its employees, sub-contractors or agents are employees or agents of Client. Lancia shall be solely responsible for: (i) paying all of its employees, sub-contractors and agents promptly; (ii) making the required payments and filings of all applicable taxes and reports relating to its employees, sub-contractors and agents, including without limitation all applicable income tax, unemployment insurance and national insurance; and (iii) unless otherwise expressly agreed in writing between the Parties, for reporting and payment of all applicable taxes on payments received from Client pursuant to this Agreement in relation to its employees, sub-contractors and agents. Lancia will hold Client harmless from any loss, injury or damage resulting from its failure to make any such payments or file any such reports. Client shall not be liable for providing any employee group insurance benefits of any kind to Lancia or any of Lancia's employees, sub-contractors or agents including without limitation health, life, dental, medical, disability, or workers' compensation benefits as far as is permitted by law.
- 17.2 This Agreement shall not be deemed to create any kind of partnership, joint venture, agency or franchise agreement between the Parties.

18. HEALTH, SAFETY AND SECURITY AT CLIENT PREMISES

Lancia shall ensure that when on Client's premises all its personnel observe the relevant health, safety and security rules (including premises and facilities security and computer and network security and usage rules, if access to the same is provided). Client shall notify Lancia of such rules from time to time.

19. WAIVER

Any failure or neglect by Lancia or Client to enforce at any time any of the provisions hereof shall not be construed nor deemed to be a waiver of Lancia's or Client's rights under this Agreement and shall not in any way affect the validity of the whole or any part of this Agreement nor prejudice Lancia's nor Client's rights to take subsequent action. Any waiver by either Party of its rights under this Agreement shall not operate as a waiver in respect of any subsequent breach.

20. NOTICES

- 20.1 Any notices to be given in accordance with any provision of this Agreement shall be set out clearly in writing. This includes, without limitation, all notices of breach or other dispute subject to the procedure set out at Clause 25 (Escalation Procedure), notices of Force Majeure, notices of termination, waivers, notices of disputed invoices, and agreements which modify the effect of any provision of this Agreement or which affect the amounts payable by Client hereunder.
- 20.2 Such notices shall be sent by post (registered post in the case of notices of breach or other dispute subject to the procedure set out at Clause 25 (Escalation Procedure), notices of Force Majeure and notices of termination), air express/courier service or personal delivery to the Address For Notices specified in **Schedule 2**, or such substitute address as may be notified from time to time. Unless the contrary is proved, delivery of any notice shall be presumed to be:
- (a) in the case of post or registered post, two (2) Working Days, or for international mail, five (5) Working Days after posting; and
 - (b) upon actual delivery, in case of personal delivery or air express/courier service.

21. ENTIRE AGREEMENT

- 21.1 This Agreement, including the Schedules and all Statements of Work, constitute the entire agreement between the Parties with respect to the subject matter contained herein. In the event of any conflict or inconsistency between the terms and conditions of any Statement of Work and those of this IT Consultancy Master Services Agreement, regardless whether the term or condition that is in conflict or that is inconsistent relates to legal provisions or the items listed in the relevant Statement of Work, the Parties agree that the terms and conditions of the relevant Statement of Work shall prevail.
- 21.2 All prior agreements, whether or not agreed or offered and all conditions, representations, statements, negotiations and understanding either written or oral other than those expressly set out in this Agreement are excluded from this Agreement and superseded hereby, and the Parties hereby acknowledge that no reliance is placed on any such representation made but not embodied in this Agreement.
- 21.3 For the avoidance of doubt, where the Services are provided under the G-Cloud 15 framework (RM1557.15), this Clause 21 shall not exclude, override or amend the CCS Framework Contract or any applicable Call-Off Contract, which shall take precedence.

22. CLIENT AUDIT RIGHTS

- 22.1 Upon request and reasonable notice to Lancia, Client shall be given access by Lancia, to any information, documents, records, data, facilities and premises relating to or used for the fulfilment of Lancia's obligations under this Agreement, including the provision of the Services for purposes of:
- (a) verifying compliance and/or gaining assurance of the continuing compliance of Lancia with its obligations and/or the provisions of this Agreement;
 - (b) satisfying any legal obligations of Client, including inspection rights of regulatory authorities;
 - (c) satisfying any contractual obligations of Client towards a third party (e.g. license audits of third party vendors);
 - (d) compliance with Client architecture, technical and security requirements; and/or
 - (e) enabling internal departments of Client and/or divisions of Client to fulfil their tasks.
- 22.2 The access to information shall also include the utilization of suitable audit tools by Client where proper, necessary and reasonable under the circumstances.
- 22.3 Client will make reasonable efforts to prevent disruption to Lancia's business when conducting the audit.
- 22.4 Where the Services are provided under the G-Cloud 15 framework (RM1557.15), audit rights, access rights and record retention obligations shall apply as set out in the CCS Framework Contract and the applicable Call-Off Contract, including any rights exercisable by CCS.

23. SEVERABILITY AND AMENDMENT

- 23.1 If any provision of this Agreement is held invalid, illegal, or unenforceable for any reason, such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement has been executed with the invalid provision eliminated.
- 23.2 This Agreement may be altered or supplemented only in writing and provided any such amendment is signed by the duly authorised representatives of both Parties.

24. COUNTERPARTS

This Agreement may be entered into in separate counterparts or duplicates; each of which when executed and delivered shall be an original, but such counterparts or duplicates shall together constitute one and the same agreement and shall take effect from the time of execution of the last counterpart or duplicate. Immediate evidence that a counterpart or duplicate has been executed may be provided by transmission of such counterpart or duplicate by facsimile machine or email with the original executed counterparts or duplicates to be forthwith put in the mail.

25. ESCALATION PROCEDURES

- 25.1 Except for termination as set forth in Clause 15 and any breach of Clause 7 (Intellectual Property Rights), 11 (Confidentiality), 12 (Publicity), **Error! Reference source not found.** (Client Competitors), 15 (Termination) or 14 (Personal Data Protection) where the affected Party may elect to seek immediate or injunctive relief from the Court for a breach or threatened breach by the other Party, any question or difference which may arise concerning the construction, meaning or effect of this Agreement or any dispute or matter arising out of or in connection with this Agreement shall in the first instance be referred to the Parties' duly authorised representatives for discussion and resolution. If the matter is not thus resolved within twelve (12) weeks of such referral, the complaining Party will formally notify the other Party in writing giving a brief but complete statement of the points in dispute, and the next level of Client and Lancia management must meet to attempt to resolve the matter within twelve (12) weeks of the receipt of such notice. If the matter is not resolved at that meeting the escalation continues with the same maximum time interval through one more level of management. If the matter is still unresolved it shall then be escalated with the same maximum time interval to the Chief Executive Officer/Head of Client and Lancia; in each case the Chief Executive Officer/Head shall be entitled to appoint another person to act on his behalf. If the unresolved matter is having a serious effect on any Statement of Work, the Parties will use all reasonable endeavours to reduce the elapsed time required to complete the process.
- 25.2 Neither Party may initiate any legal action until the process described in Clause 25.1 has been exhausted, unless such Party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have.
- 25.3 If the dispute is not resolved through senior level negotiations in accordance with Clause 24.1, or if either Party has reasonable cause to take action as provided in Clause 25.1, the Parties agree that in connection with the resolution of the dispute, the Parties will invoke Clause 29 herein.

26. ASSIGNMENT, SUCCESSORS' BOUND AND OUTSOURCING

- 26.1 Neither Party may assign or transfer this Agreement in whole or in part without the other Party's prior written consent, not to be unreasonably withheld or delayed except that Client may in good faith, by written notice to Lancia, assign its rights and obligations under this Agreement to any legal entity established or authorised to take over and operate on a continuing basis all or the relevant parts of its business or to any company within Client's group of companies.
- 25.2 This Agreement is binding on and shall vest to the benefit of the Parties, their successors and permitted assigns.
- 25.3 In the event Client outsources any of its operational, management or other similar functions, such as its managed services or maintenance functions, Client may appoint, at its own discretion, an outsourcing company as its agent or delegate, in order to manage Client rights under any such applicable outsourcing agreement, including for, among other things, order placement, oversight of provisioning, acceptance testing and acceptance, end-user training (if applicable), trouble reporting, receipt and processing of invoices, auditing of invoices, giving and receiving of notices and permissions, and other aspects of day to day operational management of this Agreement. If this occurs, Lancia shall fully cooperate and deal with such Client agent with respect to Lancia's performance of its obligations under this Agreement.

27. FORCE MAJEURE

- 27.1 Neither Party will be liable to the other Party for delay or failure in performing obligations if the delay or failure resulted from circumstances beyond its reasonable control (such circumstances hereinafter referred to as “Force Majeure”), including but not limited to acts of God, governmental act, flood, fire, explosion, accident, civil commotion, global pandemic and impossibility of obtaining materials.
- 27.2 The Party whose performance is affected by Force Majeure shall upon becoming aware of the same give notice forthwith in writing to the other Party, together with documentary evidence, and shall use all reasonable endeavours to resolve the condition or to provide temporary workarounds or alternative solutions.
- 27.3 Force Majeure shall not be deemed to include any failure by a third party to perform its obligations to one of the Parties, unless agreed otherwise or unless the relevant Party shows that the non-performance of that third party was due to Force Majeure.

28. TIME OF ESSENCE

Time wherever mentioned in this Agreement shall be of essence.

29. RIGHTS OF THIRD PARTIES

Save and except for the Client group of companies, a person who is not a party to this Agreement has no right under or in connection with the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

30. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of England. All disputes arising out of or in connection with this Agreement shall be finally resolved in the exclusive jurisdiction of the English courts.

31. SURVIVAL

The obligations under this this Agreement shall commence on its execution and survive any conclusion, expiration or termination of: (a) discussions between the parties; or (b) the Project, for two years from the final disclosure of confidential information pursuant to this agreement.

SCHEDULE 1 STATEMENT OF WORK FORMAT

Statement of Work No []

Each Work Schedule shall include the following information:

1. Project Objective
2. Implementation Approach
3. Key Responsibilities and Scope
4. Duration, Timelines, and Milestones
5. Deliverables
6. Service Delivery Organisation
7. Key Personnel
8. Out of Scope
9. Locations
10. Assumptions
11. Project Fees
12. Out of Pocket Expenses
13. Additional Terms and Conditions
- 13.1 The Parties agree that the terms and conditions of this Statement of Work are expressly incorporated into the IT Consultancy Master Services Agreement entered into by both Parties dated **[Date of Master Services Agreement]** ("**Agreement**").
14. Confirmation by Parties

The Parties confirm that the Services to be performed and the work to be produced under this Statement of Work shall be governed by this Statement of Work and the Agreement, as amended, modified, varied or supplemented by this Statement of Work. This Statement of Work and the Agreement shall be read as one document in respect of the Services and the work to be provided under this Statement of Work.

AS WITNESS the Parties have executed this Statement of Work the day and year first before written.

SIGNED for and on behalf of Client:

SIGNED for and on behalf of Lancia:

Name: [Client Signatory Name]

Name: Ned Nicol

Title: [Insert Client Signatory Title]

Title: Managing Director

Signature: _____

Signature: _____

Date: _____

Date: _____

SCHEDULE 2 INVOICING FORMAT

Schedule 2 identifies the invoicing format, which includes payment billing and the payment currency to be shown on invoices, the address to which invoices should be sent, and the number of copies required.

Invoices should be accompanied by the original documentation detailing the Client allocated project number and including a cross-reference to the relevant Statement of Work.

1. Lancia Consulting Limited and Address for Notices: 124 City Road, London, EC1V 2NX
2. Client Company Name and Address for Notices: [Insert Address]
3. Invoice Number
4. Date of Invoice
5. Due Date
6. Payment Terms
7. Billing Activity
8. Amount
9. Subtotal
10. VAT Total
11. Total
12. Balance Due
13. Client Purchase Order Number (if applicable)
14. SOW Reference Number
15. IT Consultancy Master Services Agreement Reference Number
16. Remittance Banking Details
17. Query email address

SCHEDULE 4 PERSONAL DATA

1. The parties agree that the type of Personal Data processed pursuant to this Agreement, including the subject matter, duration, nature and purpose of the processing, and the categories of data subjects, are as follows:
 - (a) Types of Personal Data: data relating to individuals provided to Lancia via the Services, by (or at the direction of) Client.
 - (b) Duration of processing: Lancia will process the Personal Data for the duration of the Agreement, or until the date upon which processing is no longer necessary for the purposes of either party performing its obligations under the Agreement (to the extent applicable) unless otherwise agreed between the parties in writing.
 - (c) Nature of processing: processing the data will consist of the following: sorting, saving, transferring and restricting data
 - (d) Purpose of processing: occasional access as necessary to provide Lancia Services and as may be further instructed by Client in writing, usually in order to conduct testing on live data or to provide technical support for the Services.
 - (e) Categories of data subject: data subjects may include Client's customers, employees, suppliers and end users about whom data is provided to Lancia via the Services by (or at the direction of) Client.
2. With respect to all Personal Data, Lancia shall:
 - (a) only process the Personal Data in order to provide the Services and shall act only in accordance with this Agreement and the Client's written instructions issued from time to time;
 - (b) in the unlikely event that applicable law requires Lancia to process Personal Data other than pursuant to the Client's instruction, Lancia will notify Client (unless prohibited from so doing by applicable law);
 - (c) as soon as reasonably practicable upon becoming aware, inform Client if, in Lancia's opinion, any instructions provided by Client under this clause 2 infringe the GDPR;
 - (d) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed pursuant to this Agreement;
 - (e) take reasonable steps to ensure the reliability of any of its staff who will have access to the Personal Data and ensure that anyone who accesses it shall respect and maintain all due confidentiality;
 - (f) Subject to clause 3 of this Schedule 4, Client grants a general authorisation (a) to Lancia to appoint other members of the Lancia's group of companies as sub-processors and (b) to Lancia and other members of the Lancia group of companies to appoint third party data centre operators and outsourced support providers as sub-processors to support the performance of the Services;
 - (g) Lancia will maintain a list of sub-processors through the Lancia admin portal and will add the names of new and replacement sub-processors to the list prior to them starting sub-processing of Personal Data.
 - (h) to the extent any processing of Personal Data by Lancia takes place in any country outside the European Economic Area (except if in an Adequate Country), which

Client hereby agrees may be required in order for Lancia to provide the Services, Lancia will take steps to put in place an appropriate transfer safeguard mechanism in accordance with applicable Data Protection Legislation (which may include executing the Standard Contractual Clauses for transfers from Data Controllers to Data Processors approved by the Commission pursuant to Decision 2010/87/EU, as amended by Commission Implementing Decision (EU) 2016/2297);

- (i) notify the Client without undue delay of any actual incident of unauthorised or accidental disclosure of or access to any Personal Data or other breach of this Agreement by any of its staff, sub-processors or any other identified or unidentified third party;
- (j) where applicable in respect of any Personal Data processed pursuant to this Agreement, provide full cooperation and assistance to the Client in ensuring compliance with:
 - (i) the Client's obligations to respond to requests from any data subject(s) seeking to exercise its/their rights under Chapter III of the GDPR, including by notifying the Client of any written subject access requests Lancia receives relating to the Client's obligations under the Data Protection Legislation; and
 - (ii) the Client's obligations set out under Articles 32–36 of the GDPR to:
 - (A) ensure the security of the processing;
 - (B) notify the relevant supervisory authority, and any data subject(s), where relevant, of any breaches relating to Personal Data;
 - (C) carry out any data protection impact assessments ("**DPIA**") of the impact of the processing on the protection of Personal Data; and
 - (D) consult the relevant supervisory authority prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by the Client to mitigate the risk;
- (k) subject to clause 22 of this Agreement, make available to the Client all information necessary to demonstrate compliance with the obligations set out in this clause 2 and allow for and contribute to any audits, including inspections, conducted by the Client or an auditor mandated by the Client; and
- (l) at the request of the Client, delete or return to the Client all Personal Data processed pursuant to this Agreement.

Without prejudice to any other rights or remedies of the Client in the event of a breach of this clause **Error! Reference source not found.**by Lancia, Lancia agrees to indemnify and keep indemnified and defend at its own expense the Client against all costs, claims, damages or expenses incurred by the Client or for which the Client may become liable due to any failure by the Data Processor or its employees or agents to comply with any of its obligations under this Agreement.

Lancia shall ensure that any person it engages to provide services on its behalf in connection with this agreement does so only on the basis of a written contract which imposes on such person terms equivalent to those imposed on Lc in clause 2 of this schedule 4 ("relevant terms"). Lc shall procure the performance by such person of the

relevant terms and shall be directly liable to the Client for any breach by such person of any of the relevant terms.