

TERMS AND CONDITIONS OF AGREEMENT

THIS AGREEMENT is made on the XXX

BETWEEN

- 1) **Clarion Insight Limited** (Company registration number **9922030**) whose registered address is Suite 1001 Eagle Tower, Montpellier Drive, Cheltenham, GL50 1TA (“the Client”) and
- 2) **[Company Name]** whose registered address **[company address]** (“the Company”).

INTRODUCTION

(A) The Client will have need for certain specialist services. These needs will be set out in further detail as/when they arise and will be tasked using the tasking procedures in the requirements specification contained at Annex B (the “Order Form”)

(B) The Parties have agreed to contract with each other in accordance with the terms and conditions set out below.

IT IS AGREED as follows

1. Definitions and Interpretation

1.1. In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Annex A (Definitions).

1.2. In this Agreement, unless the context otherwise requires:

- a. references to numbered clauses and annexes are references to the relevant clause and annex in this Agreement;
- b. any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- c. the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- d. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under the enactment;
- e. the words ‘including’ or ‘include’ shall be understood as if they were immediately followed by the words ‘without limitation’; and
- f. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body.

1.3. If there is any conflict between the clauses and the annexes, the clauses, Annex A (Definitions) and the security requirements set out in Clause 14 shall take precedence over any other annex.

1.4. The Parties agree that the Agreement should not be construed strictly against either Party.

2. Appointment

- 2.1. The Client hereby appoints the Company to supply Services as agreed in writing by way of the Order Form attached to this Agreement. The Company will use one or more of its Consultants to supply the Services as required by the Services.
- 2.2. The Company will have the right to substitute the Consultant(s) supplying the Services provided that the substituted Consultant(s) have the required skills, experience or qualifications to carry out the Services. The Client will have the right to refuse to agree the Company's choice of Consultant(s) or any substitute if in its opinion, it deems the Consultant(s) or substitute to be unsuitable due to lack of ability, qualifications, experience or skill. The Company will remain liable for the Services completed by substitute personnel and will bear any costs.

3. Term

- 3.1. This Agreement shall commence on the Commencement Date and shall continue until the Services set out in the Order Form attached to this Agreement or in a subsequent Order Form(s) agreed between the Company and the Client and to be performed under this Agreement have been completed, or until terminated by either party in accordance with the provisions of Clause 7 below.
- 3.2. This Agreement will also terminate should no Services be provided by the Company to the Client for a period of six months.

4. Company Obligations

The Company undertakes to the Client:

- 4.1. To supply the Services in accordance with this Agreement; the Order Form; all Law; with all due care and skill, in a timely and professional manner to the standard of competency reasonably to be expected.
- 4.2. A provision restricting the ability of the Sub- contractor to sub-contract all or any part of the Services
- 4.3. To ensure the Consultant(s) supply the Services in accordance with the obligations of the Company under this Agreement, with all due care and skill, and in a timely and professional manner to the standard of competency reasonably to be expected.
- 4.4. To be responsible for correcting any remediable mistakes at the Company's expense
- 4.5. To ensure that all Consultant(s) are appropriately screened and security checked as may reasonably be required.
- 4.6. To ensure that all Consultant(s) have the required level ability, experience, qualifications and skill to enable them properly to carry out the Services.
- 4.7. To be responsible for all acts and omissions of the Consultant(s)
- 4.8. To ensure that the Consultant(s) maintain all relevant specialist contemporary skills and continuing professional development.
- 4.9. To inform the Client of any days when the Consultant(s) will be unavailable to provide Services.
- 4.10. To ensure that all Consultant(s) sign and return to the Client a confidentiality agreement as may from time to time be reasonably required.
- 4.11. To ensure that, at all times (including when utilising any of its own equipment) when carrying out the Services, any security requirements required by the Client are complied with.
- 4.12. To comply with, and ensure that the Consultant(s) comply with, any reasonable requests of the Client related to the performance of the Services (including, without limitation, any requests relating to the Premises, security, or the use of equipment). The Client shall not control, nor have the right to control as to how the Company is to perform the Services. The Client recognises that the Company offers specialist Services at a high level of expertise and as such the Company cannot be told how to perform the Services or the manner in which they are to be performed.

- 4.13. To comply with any on-site procedures applicable to an independent consultant or visitor that are applicable to any premises, systems or other property with which the Consultant is involved in the course of providing the Services, including but not limited to health and safety, site, environmental, security, IT systems and data protection policies;
- 4.14. From time-to-time when the nature of the Services reasonably requires it, to procure that the Consultant(s) extend the Working Day as may be reasonably required.
- 4.15. If and when reasonably required in writing by the Client, to procure that the Consultant(s) comply with any confidentiality restrictions if the Consultant(s) may work at or from other sites.
- 4.16. To ensure that the Consultant(s) shall not import any software onto electronic or computer systems of the Client or Customer without prior written notice and approval from the Client or Customer as required.
- 4.17. To ensure that the Consultant(s) not use any facilities provided to it by the Client for any purpose other than is authorised by the Client.
- 4.18. To ensure that neither the Company nor the Consultant(s) bring the Client or Customer into disrepute by publicly making derogatory, adverse or objectionable comments regarding individuals or any part of the organisation of the Client or Customer.
- 4.19. To ensure that neither the Company nor the Consultant(s) criticise or undermine the Client's policies or position or participate in any activities which conflict with the interests of the Client.
- 4.20. To inform the Consultant(s) as to any specific mandatory security requirements which they need to undertake in order to carry out the Services at the Client or Customer premises.
- 4.21. To inform the Company and Consultant(s), as soon as reasonably practical, as to any material change in the Services that may affect the delivery of the Services.

5. The Client's Obligations

The Client undertakes to the Company:

- 5.1. To promptly pay the duly invoiced Fees and expenses in accordance with Clause 6 below provided such invoice is properly completed and undisputed.
- 5.2. To endeavor to ensure that the Client makes available to the Consultant(s) such office and facilities as may be necessary for the Consultant(s) to carry out the Services
- 5.3. To furnish promptly, and to endeavor that the Client furnishes promptly, the Consultant(s) with such information and documents as they may reasonably request for the proper performance of the carrying out of the Services.
- 5.4. To ensure that the Client does not bring the Company nor the Consultant(s) into disrepute by publicly making derogatory, adverse or objectionable comments regarding individuals or any part of the Company.

6. Fees and Payment

- 6.1. The Rate for the provision of the Services is as defined in the Order Form, payable in the manner set out in the Order Form and this Agreement.
- 6.2. The Rate shall be deemed to include any costs of accommodation for the Consultant(s), and travelling expenses of the Consultant(s) to and from the Premises. All other costs which may be incurred including accommodation, travelling and subsistence costs shall, provided such costs have been approved in advance by the Client, be payable to the Company additionally to the fees stated in the Order Form. Travel and subsistence expenses shall be reimbursed at comparable rates to those of the Client and will be charged net of VAT.
- 6.3. The Company shall present an invoice for the Fees together with any Client approved expenses within seven calendar days of completion of the Services provided.
- 6.4. Valid invoices submitted by the Company and supported by Client authorisation will be paid by the Client within 30 days of receipt after the last working day of the month that the work is invoice for.
- 6.5. In the event that the Company fails to present a valid invoice within the time period stated in 6.3, the Client shall not be obliged to comply with the payment terms stated in the Order Form.
- 6.6. The Company is entitled to charge the Client interest on any amounts due but not paid under any valid and undisputed invoice at the rate of 3% above the prevailing base rate of the Bank of England per annum. Such interest will begin to accrue on any invoices still outstanding after 30 days and will continue to accrue until payment.

7. Termination

Termination by the Client.

- 7.1. The Client may terminate this Agreement by issuing a notice in writing to the Company:
 - a. for convenience at any time, in which case the Agreement shall terminate on the date specified in the Client's written notice.
 - or
 - b. if any of the events listed in clause 7.2 occurs, in which case the Agreement shall terminate on the date specified in the Client's written notice.
- 7.2. The Client's right to terminate this Agreement pursuant to clause 7.1 b shall arise where:
 - a. the Company is in breach of any term of this Agreement and in the case of a remediable breach fails to remedy the breach within 14 days of so receiving notice requiring it to do so.
 - b. on the Company going into liquidation, receivership, administration, or having a resolution passed winding it up (save for the purposes of amalgamation or reconstitution)
 - c. if in the sole opinion of the Client the Services are not being delivered by the Company to the required standard.
 - d. if the Customer terminates or substantially amends all or any part of the Customer Contract which relates to the Services.
 - e. the Consultant(s) provided by the Company do not achieve and maintain the required level of security clearance to work under this Agreement as set down in the Order Form or as the Client may otherwise reasonably require.
- f. If the Company or the Consultant(s) breach any security regulations that apply at the Premises, or such other premises where the Client wishes the Services to be provided.
- 7.3. If the Client is entitled to terminate this agreement as a result of any of the events set out in Clause 7.2 occurring, the Client may instead put the Agreement on temporary hold at its sole discretion for such period as it considers appropriate but for not longer than 14 days. The Client shall promptly notify the Company verbally or otherwise of any such temporary hold. The Company shall not be entitled to payment during any period of temporary hold. At the end of the temporary hold period the Client may in its discretion either confirm that the

Agreement is terminated or give notice to the Company that it does not wish to terminate the Agreement as a result of the particular event. In the event that the Customer pays the Client for any Services provided by the Company during the period of temporary hold (and does not require repayment) then the Client shall pay the Company in respect of those Services provided.

- 7.4. Instead of terminating this Agreement or any one or more of the Order Form(s), in the event that the Services to be provided by the Client to the Customer are amended or reduced, then the Client may reduce or amend any or all of the Services to be provided by the Company under this Agreement.
- 7.5. The Company may terminate this Agreement with immediate effect after any payment due from the Client remains unpaid for 45 working days from the date on which payment is due subject to presentation of a properly completed and undisputed invoice.
- 7.6. The Company may terminate this Agreement for any reason at any time.
- 7.7. Termination by either party shall be without prejudice to the rights of each of the parties in respect of any antecedent breach.
- 7.8. Upon completion or termination of this Agreement or any Order Form, all documents, identity passes, equipment or materials etc. are to be handed back to the Client as appropriate.

8. Insurance

- 8.1. The Company shall effect and maintain with a reputable insurance company a policy or policies of insurance. The minimum level of cover shall be as stated in the accompanying Order Form(s). Insurance cover shall include public liability insurance in the respect of all risks which may be incurred by the Company arising out of the Company's and/or the Consultant(s) performance, including death or personal injury, or loss of or damage to property, and professional indemnity insurance in respect of any financial loss arising from any advice given or omitted to be given by the Company or the Consultant(s) during the term of this Agreement, and for at least one year after termination or expiry of this Agreement. The Company shall provide a copy of such policies together with evidence of the actual cover provided with the return of this 'signed' Agreement.
- 8.2. The Client accepts no liability in respect of the use of any motor vehicle by the Company and its Consultant(s) in relation to the performance of any Services. The Company will ensure that full insurance cover is maintained in respect of any motor vehicles used by the Consultant(s) in relation to the performance of any Services.

9. Liability

- 9.1. The Company agrees to indemnify the Client in respect of any claims or loss arising from the Company's or the Consultant(s) negligence or the Company's breach of this Agreement to the value of Professional indemnity limit of £1M and Public liability of £1M.
- 9.2. The Client agrees to indemnify the Company in respect of any claims or loss arising from the Client's negligence or breach of this Agreement.
- 9.3. The Company acknowledges that the Consultant(s) are not agency workers as defined under the Agency Workers Regulations 2010 and the Agency Workers Regulations 2010 do not apply in relation to this Agreement or Services provided under this Agreement.

10. Protection of Personal Data

- 10.1. The parties agree to comply with all applicable data protection laws, including, but not limited to, the General Data Protection Regulations May 2018 and any subsequent amendments.
- 10.2. The Parties acknowledge that, for the purposes of the protection & processing of Personal Data, each of them [and any Service Recipients] acts as a separate Controller and shall comply with the Data Protection Legislation as it applies to them individually.
- 10.3. The Company shall notify the Client immediately if it considers that any of the Client's instructions infringe the Data Protection Legislation.
- 10.4. The Company shall in relation to any Personal Data processed in connection with its obligations under this Agreement:

- a. process that Personal Data only in accordance with the applicable Data Protection Legislation, unless the Company is required to do otherwise by Law. If so required, the Company shall promptly notify the Client before processing the Personal Data unless prohibited by Law from doing so;
- b. ensure that:
 - (i) it takes all reasonable steps to ensure the reliability and integrity of any Company Personnel or Consultants who have access to the Personal Data and ensure that they:
 - (ii) are aware of and comply with the Company's duties under this Clause 10 and Clause 11 (Confidential information);
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Client [and/or a Service Recipient] or as otherwise permitted by this Agreement; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;
- c. not transfer Personal Data processed in connection with this Agreement or the Services outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i) the Company has provided appropriate safeguards in relation to the transfer, as determined by the Client;
 - (ii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Client in meeting its obligations); and
 - (iii) the Company complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of such Personal Data;
- d. if requested by the Client from time-to-time, provide to the Client a copy of such Personal Data in the format and on the media reasonably specified by the Client;
- e. at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of the Agreement or prior to such termination, unless the Company is required by Law to retain the Personal Data.

10.5. Subject to Clause 10.6 the Company shall notify the Client immediately if, relating to the Agreement or the Services, it:

- a. receives a Data Subject Access Request (or purported Data Subject Access Request);
- b. receives a request to rectify, block or erase any Personal Data;
- c. receives any other request, complaint or communication relating to the Company's or the Client's obligations under the Data Protection Legislation;
- d. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed relating to this Agreement;
- e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- f. becomes aware of a Data Loss Event;

Provided that in relation to sub-clauses 10.5 (a) to (e), the Company shall not respond directly to any such request, communication or complaint without the Client's prior written consent.

10.6. The Company's obligation to notify under Clause 10.5 shall include the provision of further information to the Client in phases, as details become available.

10.7. Taking into account the nature of the processing, the Company shall provide the Client with full cooperation and assistance in relation to the Client's and the Company's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 10.5 (and insofar as possible within the timescales reasonably required by the Client) including by promptly providing:

- a. the Client with full details of the complaint, communication or request;

- b. such assistance as is reasonably requested by the Client to enable the Client to comply with the Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - c. the Client at its request, with any Personal Data it holds in relation to a Data Subject;
 - d. assistance as requested by the Client. following any Data Loss Event; and
 - e. assistance as requested by the Client with respect to any request from the Information Commissioner's Office, or any consultation by the Client with the Information Commissioner's Office.
- 10.8. The Company shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 10.
- 10.9. The Company shall allow for audits of its handling of Personal Data, in relation to this Agreement or the Services, by the Client or the Client's designated auditor.
- 10.10. The Client may, at any time of not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 10.11. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Client may, on not less than 30 Working Days' notice to the Company, amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 10.12. The Company shall not perform its obligations under this Agreement in such a way as to cause the Client to breach any of their obligations under the Data Protection Legislation to the extent the Company is aware, or ought reasonably to have been aware, that the same would be a breach of such obligation.
- 10.13. The Company shall hold the Client harmless from and against any claims (including reasonable and properly incurred costs and expenses) made against the Client by an individual arising as a result of any loss, unauthorised disclosure of or unauthorised access to any Personal Data by the Company, its affiliates or any Company personnel or Consultant(s), in relation to the Agreement or the Services.

11. Confidential Information

- 11.1. The Company shall not and shall ensure that the Consultant(s) shall not divulge or allow to be divulged to any person any Confidential Information relating to the Client other than where authorised to do so in writing by the Client.
- 11.2. The Company shall not and shall ensure that the Consultant(s) shall not divulge or allow to be divulged any Confidential Information relating to the Customer other than where authorised to do so in writing by the Customer.
- 11.3. The Company shall not and shall ensure that the Consultant(s) shall not divulge any of the details of this Agreement to the Customer or to any other person unless specifically authorised to do so by the Client.
- 11.4. The Company acknowledges that all information regarding the Rate and Fees is confidential and the Company and the Consultant(s) shall not reveal any information relating the Rate and Fees to the Customer or any other person.
- 11.5. All obligations regarding Confidential Information shall survive the termination of this Agreement.

12. Intellectual Property Rights

- 12.1. Neither the Client nor the Company shall acquire any right, title or interest in the other party's pre- existing Intellectual Property Rights.
- 12.2. Any Intellectual Property Rights developed by the Company or the Consultant(s) during the course of the delivery of the Services will vest in the Client or Customer, as directed by the Client.
- 12.3. The Company shall, and shall procure that the Consultant(s) shall, sign all documents required for the transfer of such Intellectual Property Rights to the Client or the Customer (as the case may be), if and when requested to do so by the Client.

- 12.4. The Company shall accept all obligations in relation to the creation and ownership of intellectual property which support the provisions of this Agreement. In particular, the Consultant shall assign, including by way of present assignment of future rights, all rights in materials he or she creates during or after any assignment including any materials derived from or based on the engagement or on information to which the Consultant had access during the engagement, including memoirs, journals or fictional accounts;

13. Employment Contract and Tax

- 13.1. Nothing in the Agreement shall create the relationship of employer and employee between the Client and the Company or between the Client and the Consultant(s). The Client is under no obligation to offer contracts or work to the Company and the Company is under no obligation to accept any such contracts or work which may be offered by the Client. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of, or between, any performance of Services under the Order Form(s).
- 13.2. Where the Company is liable to be taxed in the UK on the Fees the Company shall, and shall procure that its Consultants shall, at all times, comply with the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA") and all other statutes and regulations relating to income tax in respect of the Fees. Where the Company and its Consultants are liable to pay National Insurance Contributions ("NICs") in respect of the Fees, the Company shall, and shall procure that its Consultants shall, at all times comply with the Social Security Contributions (Intermediaries) Regulations 2000 ("SSCIR") and all other statutes and regulations relation to NICs in respect of the Fees.
- 13.3. The Company shall, on request by the Client at any time during the term of this Agreement, provide information ("Compliance Information") within the time period requested by the Client which demonstrates how the Company and its Consultants have complied with and continue to comply with, and have made due payments in accordance with, ITEPA, SSCBA and SSCIR, and the Company warrants that such Compliance Information will be true, accurate, complete and not misleading.
- 13.4. For the avoidance of doubt, any and all obligations relating to the payment of Income Tax and NICs are the sole and absolute responsibility of the Company, and the Client will not be liable for any tax or NIC liability of the Company in accordance with Clause 13.2 or otherwise.

14. Security Requirements

- 14.1. The Company shall immediately comply with any instruction from the Client in respect of any classified information and/or Data, including any requirement for all or any of it to be returned to the Client or securely destroyed in accordance with any standards set out by the Client, and shall provide a certificate to the Client confirming destruction of such material (where appropriate), as the Client may require.
- 14.2. The Company shall:
- where appropriate and required; ensure that security vetting procedures are complied with and completed for the Consultant(s) prior to them having access to any information relating to this Agreement, including any Customer Data, or such Consultant(s) participating in the provision of Services; and
 - promptly on request provide such written information about, and access to, individual Consultant as the Client may require.
- 14.3. The Company shall not:
- disclose or make available any Classified Information to any individual who does not have the requisite Clearance; or
 - retain, process or store any Classified Information at any premises or on any ICT system which does not have the requisite security clearances or accreditation as determined by the Client.
- notwithstanding, in each case, that such disclosure or making available is necessary in the course of fulfilling the Company's obligations under this Agreement.
- 14.4. The Company shall provide to the Client:
- upon request, such records giving particulars of those Consultants who have had at any time, access to any Classified Information;

- b. upon request, such information as the Client may from time to time require so as to be satisfied that the Company and the Consultants are complying with the Company's obligations under this Clause 14, including the measures taken or proposed by the Company so as to comply with its obligations and to prevent any breach of them; and
 - c. full particulars of any failure by the Company and/or the Consultants to comply with their obligations under this Clause 14 immediately upon such failure becoming apparent.
- 14.5. If at any time either before or after the expiry or termination of this Agreement, the Company or any of the Consultants discovers or suspects that an unauthorised person is seeking or has sought to obtain information directly or indirectly concerning or relating to this Agreement or the Services, which may include any Classified Information and/or Client or Customer Data, the Company shall promptly inform the Client of the same providing such details of the incident as the Company is aware.

15. General

- 15.1. The Company will comply with all applicable laws, statutes and regulations, including but not limited to
- a. anti-bribery and anti- corruption legislation as specifically outlined in the Bribery Act 2010; and
 - b. anti- discrimination legislation as specifically outlined in the Equality Act 2010;
- 15.2. The Company shall accept all obligations of confidentiality towards information obtained or accessed during the provision of the Services and will include the following:
- a. all confidential information shall be kept secret indefinitely;
 - b. the Consultant shall not disclose or publish or make publicly available any information which is or purports to be confidential information
 - c. the Consultant shall keep a record of any disclosures of confidential information they might make, whether or not permitted
 - d. the Consultant shall notify the Client of any attempt by a third party to solicit or procure a disclosure of confidential information
 - e. the Consultant will account to the Client for and hold on trust any benefit of any kind (including money or monies worth or benefits in kind) obtained out of or in connection with any breach of confidentiality obligations.
- 15.3. The Company warrants that it will not have in place any arrangement involving the use of a non-UK resident company, partnership or trust of the payments made under this Agreement or the Services. This clause shall apply where liability for UK tax and National Insurance Contributions would exist were the UK resident person to be employed directly by the Client and whether or not the Company is based in the UK.

16. Notices

- 16.1. All notices which are required to be given in relation to this Agreement shall be in writing and shall be sent to the registered address of the party upon whom the notice is to be serviced as set out in this Agreement, or such other address as the party shall designate by notice given in accordance with the provision of the clause. Any notice may be delivered personally or by first-class post, or electronic mail and shall be deemed to have been served 48 hours after posting or transmission.

17. Force Majeure

- 17.1. Neither party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond reasonable control of the party so delayed and such party shall be entitled (subject to giving the other party full particulars of the circumstances in question and using its best endeavors to resume the full performance without avoidable delay) to a reasonable extension of time to perform such obligations.

18. Disputes

- 18.1. Any dispute which may arise between the parties concerning this Agreement shall be determined by the Courts in England or Wales and the parties hereby submit to the exclusive jurisdiction of the English or Welsh Courts for such purpose.

19. Whole Agreement

- 19.1. This Agreement including the Order Form(s) constitutes the entire understanding between the parties concerning the subject matter of this Agreement and no waiver or amendment of any provision shall be effective unless made by written instrument signed by both parties. Each provision of this Agreement shall be construed separately and notwithstanding that any such provision may prove to be illegal or unenforceable the remaining provisions of the Agreement shall continue in full force and effect.

DRAFT

Signed:

Signed:

Date:

Date:

Title:

Title:

For and on behalf of XXX Limited

For and on behalf of Clarion Insight Limited



Annex A Definitions

In this Agreement, the following expressions shall have the following meanings:

“Agreement”	means this document together with the associated Order Form(s), together with such further letters or documents specifically referred to in the Agreement or the Order Form(s) and amended from time to time in accordance with Annex B Clause 3.
“Classified Information”	Means any material in whatever form to which a classification may be or has been attributed, or where no Classification has been applied and the nature of the material is such that it ought to be protected with a Classification
“Commencement Date”	means the date stated above. It is recognised that individual Order Form(s) may become effective on later individual commencement date(s)
“Confidential Information”	means all information of a confidential nature (whether oral, visual, recorded in writing, electronically or otherwise) including, but not limited to, any such information relating to the Client’s and the Customer’s operation and/or business activities, all technical, operational, financial, commercial, marketing and sales information, trade secrets, all data and know-how, and any other information (whether or not it is marked “confidential”) which ought reasonably be expected to be considered of a confidential nature.
“Consultants”	means the persons employed or engaged by the Company to perform the Services under this Agreement.
“Controller”	Has (as the case may be and as the context allows) the meaning given in the Data Protection Legislation, as applicable to the Client and the Company and to their individual circumstances;
“Customer”	means the organisation who engages the Client under the terms of the Customer Contract
“Customer Contract”	means the agreement between the Customer and the Client under which the Client has agreed to provide services (including the Services) to the Customer.
“Data Loss Event”	Any event that results, or may result, in unauthorised access to Personal Data held by the Company under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this agreement, including and Personal Data Breach;
“Data Protection Legislation”	means (as the case may be and the context allows): (i) the GDPR and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and/or all applicable Law about the processing of personal data and privacy;
Data Protection Officer”	has the meaning given in the Data Protection Legislation
“Data Subject”	has the meaning given in the Data Protection Legislation
“Data Subject Access Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

"Deliverable"	Means all materials, documentation, software or any other item created by the Company (or by a third party on behalf of the Company) specifically for the purposes of this Agreement and updates and amendments of these items and/or generated, or otherwise arising as a result of the performance of the Company's obligations under this Agreement, together with the Project Data
"Delivery Date"	Means the date as set out in the order form as the date by which the Company is due to complete the Services and to have provided all Deliverables.
"Expenses"	means expenditure authorised by the Client that is reimbursable
"Fees"	means the fees to be paid by the Client to the Company for each project as described on each Order Form(s) and based on the Rate
"GDPR"	The General Data Protection Regulations (Regulation (EU) 2016/679)
"Intellectual Property Rights"	means all systems, inventions, copyrights, trademarks, design rights, patents (in each case whether registered or unregistered) and other intellectual property rights of whatever nature.
"Notice"	means a statement of the intention to terminate the Agreement or one or more of the Order Form(s).
"Off-payroll working rules"	means the provisions of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA") relating to the engagement of workers through intermediaries and the provisions of the Social Security Contributions (Intermediaries) Regulations 2000/727 (or, in each case, any other provisions under the Law of the United Kingdom having like effect);
"Order Form"	Has the meaning given in Clause 1; the specifications agreed between the Company and the Client which describe the nature of the Services to be provided by the Company, and which form part of this Agreement
"Party"	means the Client or the Company and "Parties" shall be interpreted accordingly
"Personal Data"	has the meaning given in the Data Protection Legislation
"Personal Data Breach"	has the meaning given in the Data Protection Legislation
"Premises"	means the premises set out in the Order Form(s) or otherwise agreed where the Services are to be performed.
"Project"	means the work described on each Order Form(s) and undertaken in accordance with this Agreement
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted by it;
Personal Services Company (PSC)	means an intermediary which satisfies any of conditions A, B or C set out in section 61N of the ITEPA
"Rate"	means the payment rate agreed between the Client and the Company which will be fixed for the duration of the Project as detailed in the Order Form(s)

“Services”	means the Services to be provided by the Company as defined in the Order Form(s) under the terms of this Agreement
“Sub-Processor”	any third party appointed as a contractor of the Company to process Personal Data on behalf of the Company related to this Agreement;
“Tax Date”	means 6 April 2021.
“Term”	means the duration of this Agreement as detailed in clause 3
“Working Day”	Any day other than a Saturday, Sunday or public holiday in England and Wales. This typically refers to a minimum of 7.5 hours worked excluding lunch and any other breaks unless specified otherwise in the Order Form(s).

Annex B - Tasking Order Form

1. Tasks

- 1.1. Packages of work, referred to in this Agreement as 'Services', shall be offered and accepted or rejected in the format of the tasking form detailed within this Annex.
- 1.2. It is to be clearly understood by both Parties that each of the Services within each Order Form shall be considered as a separate package of work to be carried out in accordance with the Terms and Conditions of this Agreement. For the avoidance of any doubt, Tasks may be terminated in accordance with clauses 7 (Termination) and 17 (Force Majeure) and any such termination shall not (unless clearly expressed otherwise) terminate this Agreement under which the Task was requested.

2. Tasking Process

- 2.1 The process for raising Tasks or amendments to Tasks under the Terms and Conditions of this Agreement shall be as follows, failure to comply with this Condition, may result in Tasks being declared null and void.
- 2.2 The Client shall detail the Services to be provided at Part 1 of the Order Form and shall pass the Order Form to the Company. The Company shall provide their proposal to undertake the Services, detailed at Part 1, at Part 2 of the Order Form and return the same to the Client.
- 2.3 In the event that the Client considers that the Company's Proposal at Part 2 of the Order Form will meet the requirements in part 1 and as such wishes to proceed with the Services the Client shall complete and fully endorse the Order Form at Part 3, insert the Individual Task details and return the same to the Company who shall proceed with the Services as defined.
- 2.4 It should be noted that upon the Clients acceptance of the Company's proposal, as signified by the Client's completion of Part 3 of the Order Form, a formal, legally binding, Agreement shall be deemed to come into existence between the Client and the Company.

3. Amendments to Tasks

- 3.1 The process for amending existing Order Forms under the Terms and Conditions of this Agreement shall be as follows, failure to comply with this Condition may result in Order Form amendments being declared null and void.
- 3.2 Initial requests for amendments to an existing an Order Form shall be submitted to the Company. The Company shall request any necessary discussions and/or clarification with the Client to assist in the development and understanding of the amendment required.
- 3.3 Once an amended Parts 1 and 2 of the Order Form have been agreed between the Client and the Company, the Parties shall input this information onto Parts 1 and 2 of the amended Order Form, which shall be endorsed at Part 3 and issued to the Company. At this point the original Order Form shall be annotated to the effect that it has been superseded.
- 3.4 Any amended work undertaken by the Company prior to their receipt of the fully endorsed revised Order Form shall be considered to be conducted without contractual cover and as such, shall be at the Company's own risk.

4. Cancellation of Services

- 4.1 The provisions of clauses 7 (Termination) and 17 (Force Majeure) shall apply equally to any Services that may be placed from time to time hereunder (including any amendments thereto) as they do in the Agreement.

ORDER FORM

To: xxxxx Limited xxxxxx xxxxxxx xxxxxx	From: Clarion Insight Limited Suite 120 Eagle Tower Montpellier Drive Cheltenham GL50 1TA
Agreement Reference: CI/xxxxx 01/21	Individual Task Reference: CI/xxxxxx 01/21/01
New Task No: (as appropriate) Task Amendment Number (as appropriate):	

PART 1. To be completed by the Client. This shall reflect the set of Customer requirements as appropriate.

Description of Task:

Acceptance Criteria:

(Note: Any work completed prior to the receipt of a fully signed Part 3, shall be done at the Company's own risk)**PART 2.** To be completed by the Company

Company Quotation: (Quotations are to be broken down where appropriate and should include any critical dependencies)

Validity of offer: 30 Days

Firm Price:

PART 3. Authority to Proceed.

The Company is authorised to proceed with the provision of the Task as detailed at Part 1 at the price provided at Part 2 up to the total value of £. in accordance with the Terms and Conditions of Agreement CI/xxxxxx 01/21.

Clarion Insight Limited:

Name:

Position:

Signature:

.....

Date: