

DATED

[] 2025

Supply of Services Agreement

between

MAXIMUS UK SERVICES LIMITED

and

[]

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This Supply of Services Contract is dated [] 2025 (the “**Effective Date**”) and made between the Parties set out below:

PARTIES

(1) Maximus UK Services Limited having its registered office at 18c Meridian East, Meridian Business Park, Leicester, LE19 1WZ (and together with and for the benefit of its Affiliates)(the **Supplier / We**).

(2) [] ([] / **Customer / You / Your**).

(Each a Party and together the Parties)

BACKGROUND

The Supplier has agreed to provide to the Customer, and the Customer has agreed to purchase from the Supplier certain Services pursuant to the terms and conditions set out in this Contract.

AGREED TERMS AND CONDITIONS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this contract and where applicable to each Agreement.

1.1 Definitions:

Adviser: Supplier’s staff who answer enquiries made to the Helpline by a User(s).

Agreement: means the terms and conditions set out in this Contract and each applicable Work Order entered into between the Parties.

Applicable Laws: means all laws, legislation, regulation, codes of practice, or requirements of any relevant government or governmental agency, applicable to each of the Parties and in the country in which they are based in force from time to time.

Contact: Any enquiry raised by a User to the Helpline or any other contact made that could result in engagement by the adviser.

Contract: shall mean the terms and conditions set out herein and the schedules attached hereto.

Customer's Equipment: any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) ("DPA 2018"); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority and which are applicable to a Party.

Deliverables: all Documents, products and materials developed by the Supplier in relation to the Services, including the deliverables specified in the Work Order.

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Good Industry Practice: means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would reasonably be expected from a person properly skilled and experienced in providing the Services similar to those envisaged or set out in the Agreement.

In-put Material: all Documents, information and materials provided by the Customer relating to the Services, including the in-put materials specified in the Work Order.

In Scope Services: shall mean call centre services and/or professional consulting services further particularised in an applicable Work Order.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Working Day: means Monday to Friday (except public holidays and bank holidays in the UK).

Work Order: From time to time the Customer may require additional services and/or works to be performed by the Supplier (the “**Additional Services**”), in which case the Customer shall provide the Supplier with a Work Order which shall include all the necessary details of the Additional Services including (but not limited to) (i) the scope and specification of the Additional Services, (ii) description of specific Deliverables, (iii) a delivery timetable including specific milestones, (iv) any necessary assumptions and caveats, (v) obligations and responsibilities of both Parties, (vi) Service Charges payable and any applicable Service Charges payment timetable. Unless stated otherwise in an applicable Work Order, each Work Order shall be governed by the terms and conditions set out in this contract and shall constitute a separate and severable Agreement for Services between the Parties.

Personal Data Breach: A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

Pre-existing Materials: all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of this agreement.

Professional Services: Means, collectively, the consulting and other professional services which You have ordered pursuant to an applicable Work Order.

Service Charges: shall mean the fees payable for the Services and set out in an applicable Work Order.

Services: the In Scope Services to be provided by the Supplier further described in an applicable Work Order.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the Parties under which title passes to the Customer.

User or Users: Support Programme Participants who use the Helpline as part of the Services provided by Maximus on Your behalf.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax and e-mail.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.13 Any words following the terms 'including, include, in particular, for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2. SERVICES, COMMENCEMENT AND DURATION**
- 2.1 The Supplier shall provide the Services to the Customer on the terms and conditions of this Contract.
- 2.2 The Supplier shall provide the Services to the Customer in accordance with the dates stated in an applicable Work Order. The Parties shall as soon as possible enter into good faith discussions and use best endeavours to agree an applicable Work Order as soon as possible.
- 2.3 Each Work Order shall form a separate Agreement between the Parties. Any notice to terminate this Contract shall not be effective if there are still open Work Orders between the Parties.
- 3. APPOINTED REPRESENTATIVES**
- 3.1 The Parties each agree to nominate an individual in each Work Order that shall have overall responsibility to act as a point of contact and ensure efficient administration and performance of the Work Order. Each nominated individual shall the appropriate level of expertise, skill and qualifications necessary (the "**Appointed Representatives**").
- 3.2 If, in the reasonable opinion of either Party, the performance or conduct of each other's Appointed Representatives is deemed unsatisfactory, either Party may request in writing for the other Party to replace the Appointed Representative provided that the requesting Party provides a reasonable and satisfactory explanation for the request. Any replacement Appointed Representative shall be of at least the equivalent skill and training and qualifications as the outgoing Appointed Representative.
- 4. MUTUAL WARRANTIES AND REPRESENTATIONS**
- 4.1 Each Party represents and warrants to the other Party that:
- 4.2 It is a duly organized, validly existing and in good standing as a corporation or other entity under Applicable Laws.
- 4.3 It has, and throughout the Term of this Agreement will retain, the full right, power, and authority to enter into this Agreement and perform its obligations hereunder.
- 4.4 The execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party.
- 4.5 When executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- 4.6 It is not (at the time of entering into this Agreement) involved in any litigation, process, contract or investigation that could materially impact its ability to perform its obligations.
- 4.7 Each Party shall obtain and maintain all necessary permissions, licenses and consents for it to comply with its obligations in accordance with the Agreement.
- 5. ADDITIONAL SUPPLIER WARRANTIES**
- 5.1 The Supplier further warrants that:
- 5.2 The Services shall be completed in a professional manner with the degree of skill and care that is required by good and sound professional procedures in any event such standard to be no less than Good Industry Practice.
- 5.3 The Supplier shall perform the Services and supply the Deliverables materially in accordance with the specifications set out in an applicable Work Order.
- 5.4 The Documentation, and the Deliverables are not subject to any third-party encumbrances, royalties, restrictions or requirements, or any other third party license requirements.
- 5.5 The Supplier shall use reasonable endeavours to meet any performance dates specified in a Work Order, but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence.
- 5.6 The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises and that have been provided to it in advance.
- 6. ADDITIONAL CUSTOMER WARRANTIES**
- The Customer further warrants and represents that it shall:

- (a) co-operate with the Supplier in all matters relating to the Services including, including but not limited to responding, in a timely manner, to any request for information, In-put Material, consents, approvals, permissions, documentation and attending any meetings (by telephone or in person) deemed to be necessary by the Supplier;
- (b) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as required by the Supplier or any of them;
- (c) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;
- (d) ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;

7. CHANGE CONTROL

- 7.1 The Authorised Representative of each Party shall meet at least once every 6 months (or sooner if reasonably required by either of the Parties) to discuss matters relating to the Services. If either Party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.
- 7.2 If either Party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer which shall include (the "**Change**"):
 - (a) the likely time required to implement the change;
 - (b) any necessary variations to the Supplier's charges arising from the change;
 - (c) the likely effect of the change on the Specification Document; and
 - (d) any other impact of the change on this agreement.
- 7.3 If the Customer wishes the Supplier to proceed with the Change, the Supplier has no obligation to do so unless and until the Parties have agreed the necessary variations to the Service Charges, the Services, the relevant Work Order, and any other relevant terms of this Contract to take account of the Change and those relevant changes have been varied in accordance with clause 17.
- 7.4 Notwithstanding clause 7.3, the Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. The Supplier shall wherever possible provide advance reasonable notice to the Customer of any change within the scope of this clause 7.4.
- 7.5 The Supplier may charge for the time it spends assessing a request for a Change from the Customer on a time and materials basis in accordance with clause 0. The Supplier will notify the Customer if it believes a charge would be made and both will agree in writing before any chargeable work takes place.

8. CHARGES AND PAYMENT

- 8.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Service Charges set out in applicable Work Order.
- 8.2 Any Service Charges unless specifically stated otherwise in an applicable Work Order shall exclude:
 - (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the Supplier and/or the individuals whom the Supplier engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services (the "**Expenses**"). Such Expenses shall be invoiced by the Supplier at cost and agreed in writing before their incurrence; and
 - (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 8.3 The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Supplier.
- 8.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date:
 - (a) the Customer shall pay interest on the overdue amount at the rate of 4% per annum above National Westminster's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
 - (b) the Supplier may suspend all Services until payment has been made in full and such suspension shall not constitute a performance failure or default or event of termination under the Agreement.

- 8.5 Without prejudice to any other rights or remedies of the Supplier whether under an applicable Agreement, or at law, all sums payable to the Supplier under applicable Work Order shall become due immediately upon termination of that Work Order.
- 8.6 All amounts due under an Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by Applicable Law).

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Supplier. Subject to clause 9.2, the Supplier licenses all such rights to the Customer royalty free and on a non-exclusive, non-transferable, non-assignable, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services.
- 9.2 The Customer acknowledges that, where the Supplier does not own any of the Pre-existing Materials (including software rights or those rights which are subject to third party licenses), the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.
- 9.3 The Customer grants to the Supplier, on behalf of itself during the Term, a non-exclusive, irrevocable, transferable, sub-licensable, fully paid-up license to use, transfer, incorporate, decompile and incorporate the Customer's Intellectual Property and In-put Data to the extent it is required for the purpose of performing the Services.
- 9.4 Each Party shall indemnify and hold harmless the other from and against all direct actions, claims, liabilities, demands, proceedings, costs (including reasonable legal costs) suffered or incurred by either Party to the extent that they arise or are due to the breach of an Intellectual Property Right of a third party, misuse of third party confidential or trade secret information or failure to obtain necessary third party waivers or consents.
- 9.5 The Supplier's liability under clause 9.4 shall be mitigated to the narrowest extent possible if the breach of a third party's IPR occurs by reason of any Customer In-put Data provided to the Supplier. Provided that the Supplier has complied with any instructions or reasonable expectations of use and confidentiality associated with the Customer In-put Data.

10. CONFIDENTIALITY

- 10.1 "**Confidential Information**" means any information that is disclosed by one Party or its Affiliates ("**Discloser**") to the other Party ("**Recipient**"), which, at the time it is disclosed, in any form, is identified or designated by the Discloser as "confidential or proprietary" or reasonably should be known by the Recipient to be proprietary or confidential information of the Discloser including but not limited to information, data relating to financial, business, technical or other data and all other confidential information (whether written, oral, visual or in an electronic form or in magnetic or other media) or which it has access to as a result of any discussions or dealings or which is learned by a Party through observations made during visits to any premises of the other Party. The terms of this Agreement shall be deemed Confidential Information of both Parties.
- 10.2 The Recipient shall not, either during the term of this Agreement or thereafter, use or disclose the Discloser's Confidential Information without the prior written consent of the Discloser, except as specifically permitted in this Agreement, or for the purpose of performing its obligations or enforcing its rights under this Agreement, provided that such disclosures are made only to those employees, consultants, contractors, professional advisors, or third party service providers with a direct business need to know and who have agreed in writing to confidentiality provisions that provide the Discloser with at least as much protection as those contained herein ("**Representatives**").
- 10.3 Confidential Information will exclude information that:
- 10.4 The Recipient can demonstrate to have had rightfully and lawfully in its possession prior to disclosure to the Recipient by the Discloser.
- 10.5 Is at the material time available to the public through no wrongful act or breach of this Clause 16 by the Recipient.
- 10.6 Has been rightfully received by the Recipient from a third party who has the right to transfer or disclose it to the Recipient without restriction on disclosure.
- 10.7 Has been independently developed by the Recipient without the use of any Confidential Information as evidenced by appropriate documentation; or
- 10.8 Has been approved for release by written authorization executed by an authorized officer of the Discloser.
- 10.9 Notwithstanding the foregoing, if the Recipient is required to disclose Confidential Information pursuant to a court order or other requirement of Applicable Law, the Recipient shall provide the

Discloser with prompt written notice of any such requirement sufficient to permit the Discloser to seek and obtain appropriate protective orders prior to such disclosure by the Recipient.

- 10.10 All Confidential Information remains the property of the Discloser and no license or other rights in the Confidential Information is granted hereby. Upon termination of this Agreement for any reason, or at any time at the request of the Discloser, the Recipient will return to the Discloser all of the Discloser's Confidential Information, in whatever form, which is in its custody or control or the custody and control of any Representative or at the option of the Discloser ensure that it and all Representatives destroy the Confidential Information in such a manner that makes it irredeemable incapable of being reconstituted and provide to the Discloser a certificate of compliance by an authorized officer.

11. INSURANCE

- 11.1 The Supplier warrants that it carries the following limits:
- (a) Professional indemnity insurance of two million pounds (£2,000,000) in the aggregate; and
 - (b) [any other insurance policies]o:
- 11.2 The Supplier will provide upon reasonable written request from the Customer evidence of the insurance referred to in clause 11.1. For the avoidance of doubt such disclosure shall be considered Confidential Information.

12. LIMITATION OF LIABILITY

- 12.1 Nothing in this Contract or any applicable Work Order shall limit or exclude either Party's liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 12.2 Subject to clause 12.1, neither Party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of or damage to goodwill;
 - (f) loss of use or corruption of software, data or information;
 - (g) any indirect or consequential loss.
- 12.3 Subject to clause 12.1 and clause 12.2, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall be limited, in respect of all claims (connected or unconnected) in any consecutive 12 (twelve) month period, to the equivalent of the total Service Charges paid by the Customer in that period in an applicable Work Order.
- 12.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

13. DATA PROTECTION

- 13.1 Capitalised terms used in this clause 13 shall have the same meaning given to them in the Data Protection Legislation.
- 13.2 As a result of the Agreement each Party may securely receive Personal Data. Each Party acknowledges that the Personal Data is the property of the Party creating or disclosing it to the other Party and reserves all rights which may subsist in the Personal Data. Each Party is a Data Controller of its Personal Data and is a Data Processor or sub-processor of the other Party's Personal Data.
- 13.3 If any Party violates the instructions issued by the other Party to whom the Personal Data belongs or the terms of the Agreement regarding the Processing of Personal Data, that Party shall be considered a Data Controller and held directly accountable for any violation of any provisions of the Data Protection Legislation.
- 13.4 The disclosing Party shall ensure that it has all appropriate consents and / or other legal bases in place prior to any transfer of personal data to the receiving Party.
- 13.5 When acting as a Data Processor that Party must before entering any subsequent contracts with sub-processors abide by the following:
- (a) Take sufficient guarantees to ensure that such contracts would not impact the level of protection provided to the Personal Data being processed.

- (b) Choose only sub-processors that provide the sufficient guarantees to comply with the Data Protection Legislation.
 - (c) Obtain prior acceptance from the disclosing Party, before entering into such contracts and enabling the disclosing Party to object to them within a reasonable timeframe.
 - (d) Only act on the Disclosing Party's written instructions unless Applicable Laws to which the Receiving Party is subject determines otherwise.
 - (e) ensure that only those receiving Party staff that need to have access to the Personal Data are given access to the extent necessary to provide the Services and only after the relevant Staff have been informed by the Supplier of the confidential nature of the Personal Data.
 - (f) Impose confidentiality obligations on all personnel involved in processing Personal Data.
 - (g) Ensure the security of the Personal Data by implementing appropriate organisational, administrative, and technical measures or controls to avoid the impact of Processing inaccurate, incomplete, or outdated Personal Data and to ensure the security of Personal Data and the privacy of the Data Subjects.
 - (h) Assist the disclosing Party, where possible, with implementing measures to comply with the rights of Data Subjects.
 - (i) not transfer, or otherwise permit access to, the Personal Data outside the European Economic Area without the prior written consent of the disclosing Party;
 - (j) Notify the disclosing Party of any breach or potential breach of this Agreement or otherwise of Data Protection Legislation without undue delay.
 - (k) Agree with the disclosing Party to either return or destroy the Personal Data at the earlier of (i) a written request or (ii) at the end of the Agreement (except as otherwise required by applicable law to be retained).
 - (l) Provide the disclosing Party with all information necessary to demonstrate compliance with Data Protection Legislation.
- 13.6 The receiving Party shall immediately inform the Disclosing Party if, in its opinion, an instruction infringes Data Protection Legislation.
- 13.7 17.6 The receiving Party shall assist the disclosing Party by agreeing to any periodic assessment of its compliance with the Data Protection Legislation and ensuring that all regulatory requirements are met, whether the Processing is achieved by the receiving Party or third parties acting on their behalf. The receiving Party acknowledges that the disclosing Party may appoint an independent third party to assess and monitor the receiving Party's compliance on its behalf.
- 13.8 Each Party shall notify the other without undue delay, in the case of a Personal Data Breach, in accordance with the provisions of the Data Protection Legislation.
- 13.9 In the event that the Personal Data is lost or corrupted or sufficiently downgraded due to the receiving Party's negligence or wilful default, in addition to any other remedies which may be available under Applicable Law, the disclosing Party shall have the option to:
- (a) Immediately require the receiving Party at its own expense to restore the Personal Data; or
 - (b) Itself restore or procure the restoration of Personal Data and require the receiving Party to reimburse it for all costs incurred in doing so.
 - (c) If required, the Supplier (as a Data Processor) shall enter into the data processing agreement prior to processing any Personal Data in form set out in Schedule [];

14. TERMINATION

- 14.1 Without prejudice to clause 2.3 either Party may terminate this Contract by giving one (1) month's written notice after the initial twelve (12) month term.
- 14.2 Without affecting any other right or remedy available to it, either Party may terminate this Contract and an applicable Work Order with immediate effect by giving written notice to the other Party if:
- (a) the other Party fails to pay any amount due under a Work Order on the due date and remains in default not less than fourteen (14) days after being notified in writing of the default;
 - (b) the other Party commits a material breach of any other term of an Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
 - (c) the other Party repeatedly breaches any of the terms of an agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of an Agreement;
 - (d) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section

268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- (e) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company);
- (h) the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
- (j) the other Party (being an individual) is the subject of a bankruptcy petition or order;
- (k) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within fourteen (14) days;
- (l) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(d) to clause 14.2(k) (inclusive);
- (m) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15. CONSEQUENCES OF TERMINATION

15.1 On termination or expiry of the Agreement:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) the Parties shall return to each other all equipment, Pre-existing Materials and Deliverables provided by the other Party. If either Party fails to do so, then the other Party may enter the defaulting Party's premises and take possession of them. Until they have been returned or repossessed, the defaulting Party shall be solely responsible for their safe keeping and cost of reinstatement;
- (c) the following clauses shall continue in force: clause 0 (Intellectual property rights), clause 0 (Mutual non-disclosure), clause 11 (Limitation of liability), clause 15.1, clause 0 (Notices), clause 0 (Dispute resolution), clause 31 (Governing law and jurisdiction) together with any other clauses that either expressly or by implication would survive termination or expiry of this agreement.

15.2 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

16. FORCE MAJEURE

16.1 **Force Majeure Event** means any circumstance not within a Party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

- (f) collapse of buildings, fire, explosion or accident;
 - (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and
 - (h) interruption or failure of utility service.
- 16.2 Provided it has complied with clause 16.4, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 16.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 16.4 The Affected Party shall:
 - (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven (7) days from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 16.5 If the Force Majeure Event prevails for a continuous period of more than thirty (30) days, either Party may terminate this agreement by giving fourteen (14) days' written notice to all the other Party. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this agreement occurring prior to such termination.
- 17. VARIATION**

Subject to clause 7 and clause 3, no variation of the Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 18. WAIVER**

No failure or delay by a Party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 19. RIGHTS AND REMEDIES**

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by Applicable Law.
- 20. SEVERANCE**
 - 20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
 - 20.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 21. ENTIRE AGREEMENT**
 - 21.1 The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - 21.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 22. CONFLICT**

If there is an inconsistency between any of the provisions in the main body of this Contract the Schedules, and an applicable Work Order the following order of precedence shall apply:

 - (a) Work Order;

- (b) Contract;
- (c) Schedules to the Contract.

23. ASSIGNMENT AND OTHER DEALINGS

- 23.1 This Contract and any Work Order is personal to the Customer and the Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations therein.
- 23.2 The Supplier may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under the Contract and/or Work Order.

24. NO PARTNERSHIP AND AGENCY

- 24.1 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 24.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

25. THIRD PARTY RIGHTS

No one other than a Party to the Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

26. NOTICES

- 26.1 For the purposes of this clause, but subject to clause 26.8, notice includes any other communication.
- 26.2 A notice given to a party under or in connection with this agreement:
- (a) shall be in writing and in English or accompanied by an accurate translation into English;
 - (b) shall be signed by or on behalf of the Party giving it;
 - (c) shall be sent to the Party for the attention of the contact and at the address listed in clause 26.3;
 - (d) shall be sent by a method listed in clause 0; and
 - (e) is deemed received as set out in clause 0 if prepared and sent in accordance with this clause.
- 26.3 For the purposes of 26.2(b) "signed" includes, but is not limited to, a scanned manuscript signature.
- 26.4 The Parties' addresses and contacts are as set out in this table:

Party	Contact	Address	E-mail address
Maximus UK Services Limited	[]	[]	[]
[]	[]	[]	[]

- 26.5 A Party may change its details given in the table in clause 26.3 by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:
- (a) the date, if any, specified in the notice as the effective date for the change; or
 - (b) the date five Business Days after deemed receipt of the notice.

- 26.6 This table sets out:

- (a) delivery methods for sending a notice to a Party under this agreement; and
- (b) for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied and subject to the provisions in clause 0:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt.
Pre-paid first class post or other next working day delivery service.	9.00 am on the second Business Day after posting.
Pre-paid airmail.	9.00 am on the fifth Business Day after posting
E-mail.	At the time of transmission.

- 26.7 For the purpose of clause 0 and calculating deemed receipt:
- (a) all references to time are to local time in the place of deemed receipt; and

- (b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.
- 26.8 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 27. TUPE**
- 27.1 The Customer and the Supplier acknowledge that the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or partial termination of this Agreement or its expiry or partial expiry) resulting in the Services being undertaken by a new supplier or being undertaken by the Customer itself (a **"Replacement Supplier"**). A change in the identity of the supplier of such services or the in-housing of the services, may constitute a transfer to which the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended (**"TUPE"**), will apply (a **"Relevant Transfer"**).
- 27.2 The Parties agree that where a Relevant Transfer occurs, the contracts of employment (save for any contract terms disapplied by TUPE) between the Supplier and those of its employees wholly assigned to the Services (the **"Transferring Supplier Employees"**) will have effect on and from the date of transfer (the **"Service Transfer Date"**) as if originally made between the Replacement Supplier and each such Transferring Supplier Employee.
- Information provisions within 6 months of expiry/on notice to terminate:***
- 27.3 During the period of six months preceding the expiry of the Agreement or after the Customer has given notice to terminate the Agreement or the Supplier stops trading, and within twenty (20) Working Days of being so requested by the Customer, the Supplier shall fully and accurately disclose to the Customer, or to any person nominated by the Customer, anonymised information relating to employees engaged in providing the Services in particular, but not necessarily restricted to, the following:
- (a) the total number of employees whose employment with the Supplier is liable to be terminated at the expiry or earlier termination of this Agreement (the **"Supplier's Provisional Personnel List"**); and
 - (b) for each person falling within 27.3 above:
 - (i) age and gender,
 - (ii) details of their salary,
 - (iii) date of commencement of continuous employment
 - (iv) pay settlements covering that person, which relate to future dates but which have already been agreed;
 - (v) redundancy entitlements
 - (vi) information about the other terms and conditions on which the affected staff are employed, or about where that information can be found; and
 - (vii) details of pensions entitlements, if any.
- 27.4 The Parties agree that this information will be provided on a fully anonymised basis to comply with the Data Protection Legislation.
- 27.5 The Supplier shall permit the Customer to use the information provided in accordance with clause 27.3 above for the purposes of TUPE and of re-tendering, which shall include such disclosure to potential suppliers as the Customer considers appropriate in connection with any re-tendering.
- 27.6 In the event that the information provided by the Supplier in accordance with clause 27.27.3 becomes inaccurate or, is realised to be inaccurate, the Supplier shall as soon as possible notify the Customer of the inaccuracies and provide the amended information.
- Information provisions at least 20 days prior to Service Transfer Date:***
- 27.7 At least twenty (20) Working Days prior to the Service Transfer Date, if the Services are taken back in-house by the Customer the Supplier shall provide to the Customer:
- (a) A list which shall identify which of the Supplier's personnel are (in the reasonable opinion of the Supplier) Transferring Supplier Employees (the **"Supplier's Final Personnel List"**);

- (b) The amount of accrued but untaken annual leave entitlement for each Transferring Supplier Employee.
 - (c) The Staffing Information in relation to the Supplier's Final Personnel List (insofar as such information has not previously been provided).
- 27.10 If the Services are not transferred in-house then the Supplier shall provide the Replacement Supplier with the information set out at clause 27.7 (a) – (c) and the Customer shall be provided with an anonymised version of the same.

No material changes to staff numbers/identities in anticipation of the Transfer

- 27.11 From the date of the earliest event referred to in clause 27.3, the Supplier agrees, that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Personnel List and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):
- (a) replace or re-deploy any Supplier personnel listed on the Supplier Provisional Personnel List, other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace;
 - (b) make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier personnel (including pensions and any payments connected with the termination of employment);
 - (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier personnel save for fulfilling assignments and projects previously scheduled and agreed;
 - (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Personnel List;
 - (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
 - (f) terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Personnel List save by due disciplinary process, and shall promptly notify if applicable the Customer or the Replacement Supplier of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Personnel List regardless of when such notice takes effect.

Manner in which Services are provided

- 27.13 During the Term, the Supplier shall provide within twenty (20) Working Days to the Customer any information the Customer may reasonably require relating to the manner in which the Services are organised, which shall include:
- (a) the numbers of Supplier personnel engaged in providing the Services;
 - (b) the percentage of time spent by each Supplier personnel engaged in providing the Services; and
 - (c) a description of the nature of the work undertaken by each of the Supplier personnel.

Transition information

- 27.15 The Supplier shall provide all reasonable cooperation and assistance (if applicable) to the Replacement Supplier to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide to any Replacement Supplier in respect of each person on the Supplier's Final Personnel List who is a Transferring Supplier Employee:
- (a) details of any voluntary deductions from pay;
 - (b) a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;

- (c) a complete copy of the information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998.

Compliance with TUPE obligations

- 27.17 The Supplier shall comply with all its obligations under TUPE in respect of the Transferring Supplier Employees for the period up to (but excluding) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay (which shall be settled with the Replacement Supplier through final invoicing at the rate , but provided that the balance of the), bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Replacement Supplier.
- 27.18 The Supplier shall comply with its obligations under TUPE in respect of Transferring Supplier Employees for the period up to (but excluding) the Service Transfer Date in respect of accrued but untaken holiday pay (the “**Holiday Pay Liability**”) provided that (i) the parties settle the Holiday Pay Liability through final invoicing procedure, and (ii) the rate at which the Holiday Pay Liability is calculated is based on the period during which the Holiday Pay Liability accrued as opposed the period during which it is taken.
- 27.19 The Supplier shall promptly provide to any Replacement Supplier in writing such information as is necessary to enable the Replacement Supplier(s) to carry out their respective duties under regulation 13 of TUPE. The Customer shall procure that the Replacement Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier to carry out its respective duties under regulation 13 of TUPE.

Supplier's indemnities

- 27.20 Subject to clause 27.21, the Supplier shall indemnify the Replacement Supplier against any Employee Liabilities arising from or as a result of:
 - (a) any act or omission in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
 - (b) the breach or non-observance by the Supplier occurring before but excluding the Service Transfer Date of:
 - (c) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (d) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier is contractually bound to honour;
 - (e) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier to comply with any legal obligation to such trade union, body or person arising before but excluding the Service Transfer Date;
 - (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions;
 - (g) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date; and
 - (h) in relation to any employee who is not identified in the Supplier's Final Personnel List, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his/her employment from the Supplier to the Replacement Supplier to the extent that the proceeding, claim or demand by HMRC or other statutory authority

relates to financial obligations arising before but excluding the Service Transfer Date;

- (i) a failure of the Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (but excluding) the Service Transfer Date);
- (j) any claim made by or in respect of any person employed or formerly employed by the Supplier other than a Transferring Supplier Employee identified in the Supplier's Final Personnel List for whom it is alleged (if applicable) the Replacement Supplier may be liable by virtue of this Agreement and/or TUPE; and
- (k) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Supplier Employee relating to any act or omission of the Supplier in relation to its obligations under regulation 13 of TUPE, except to the extent that the liability arises from the failure by the Customer and/or Replacement Supplier to comply with regulation 13(4) of TUPE.

27.21 The indemnities in clause 27.20 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Customer or Replacement Supplier whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (a) rising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier to occur in the period on or after the Service Transfer Date); or
- (b) arising from the Replacement Supplier's failure to comply with its obligations under TUPE.

Wrong pocket provisions

27.22 If any person who is not identified in the Supplier's Final Personnel List claims, or it is determined in relation to any person who is not identified in the Supplier's Final Personnel List, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier pursuant to TUPE, then:

- (a) the Customer shall or procure that the Replacement Supplier shall within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
- (b) the Supplier may offer employment to such person within 15 Working Days of the notification by the Customer or Replacement Supplier or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

27.25 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier, the Customer shall or procure that the Replacement Supplier shall immediately release or procure the release of the person from his/her employment or alleged employment.

27.26 If after the fifteen (15) Working Day period specified in clause 27.23 27.24(b) has elapsed:

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved
- (d) the Customer shall advise the Replacement Supplier that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

27.27 Subject to (as applicable) the Customer or the Replacement Supplier acting in accordance with the provisions of clause 27.23 to 27.26, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify as applicable the Replacement Supplier against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of clause 27.26 provided that the Replacement Supplier takes all reasonable steps to minimise any such Employee Liabilities.

27.28 The indemnity in clause 27.27 shall not apply to any claim for:

- (a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;
- (c) in any case in relation to any alleged act or omission of the Customer or Replacement Supplier; or
- (d) any claim that the termination of employment was unfair because the Replacement Supplier neglected to follow a fair dismissal procedure; and
- (e) shall apply only where the notification referred to in clause 27.23 is made by the Replacement Supplier to the Supplier within 6 months of the Service Transfer Date.

27.29 If any such person as is described in clause 27.23 is neither re-employed by the Supplier nor dismissed by the Customer or Replacement Supplier within the time scales set out in clauses 27.23 to 27.26, such person shall be treated as a Transferring Supplier Employee.

Indemnities in favour of the Supplier from the Customer/Replacement Supplier

27.30 Subject to clause 27.31, the Customer shall procure that it or the Replacement Supplier indemnifies the Supplier against any Employee Liabilities arising from or as a result of:

- (a) any act or omission of the Customer or the Replacement Supplier in respect of any Transferring Supplier Employee identified in the Supplier's Final Personnel List or any appropriate employee representative (as defined in TUPE) of any such Transferring Supplier Employee;
- (b) the breach or non-observance by the Customer or the Replacement Supplier on or after the Service Transfer Date of:
- (c) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Personnel List; and/or
- (d) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Personnel List which the Customer or the Replacement Supplier is contractually bound to honour;
- (e) any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Personnel List arising from or connected with any failure by the Customer or the Replacement Supplier to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- (f) any proposal by the Customer or the Replacement Supplier to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Personnel List on or after their transfer to the Customer or the Replacement Supplier on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of TUPE) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- (g) any statement communicated to or action undertaken by the Customer or the Replacement Supplier to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- (h) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions;
- (i) in relation to any Transferring Supplier Employee identified in the Supplier's Final Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date; and

- (j) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Personnel List, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his/her employment from the Supplier to the Customer or the Replacement Supplier to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date;
 - (k) a failure of the Replacement Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Personnel List in respect of the period from (and including) the Service Transfer Date; and
 - (l) any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Personnel List or any appropriate employee representative (as defined in TUPE) of any such Transferring Supplier Employee relating to any act or omission of the Customer or Replacement Supplier in relation to obligations under regulation 13 of TUPE.
- 27.31 The indemnities in clause 27.30 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier to comply with its obligations under TUPE.
- 27.32
- 28. ANTI-BRIBERY**
- 28.1 Each Party shall:
- (a) comply with all applicable laws, statutes, regulations and codes relating to anti bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance and shall enforce them where appropriate.
- 28.2 The Consultant shall:
- (a) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this Agreement;
 - (b) immediately notify Company (in writing) if a foreign public official becomes an officer or employee of the Consultant or acquires a direct or indirect interest in the Consultant, and the Consultant warrants that it has no foreign public officials as direct or indirect owners, officers or Employees at the Effective Date of this Agreement;
 - (c) ensure that any person associated (as such term is defined in the Bribery Act 2010) with the Consultant who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Consultant in this clause ("Relevant Terms").
- 29. COUNTERPARTS**
- 29.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 29.2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 29.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

30. MULTI-TIERED DISPUTE RESOLUTION PROCEDURE

30.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, a director of the Supplier and a director of the Customer shall attempt in good faith to resolve the Dispute;
- (b) if the director of the Supplier and director of the Customer are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the managing director of the Supplier and the managing director of the Customer who shall attempt in good faith to resolve it; and
- (c) if the managing director of the Supplier and the managing director of the Customer are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 60 days after the date of the ADR notice.

30.2 If the Dispute is not resolved within 90 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 90 days, or the mediation terminates before the expiration of the said period of 90 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 0 in this Agreement. However, nothing in this agreement shall prevent the parties mutually agreeing in writing to resolve a dispute by arbitration.

31. NON-SOLICITATION

31.1 Neither Party shall during the term of the Agreement nor for a period of two (2) years after its expiry or termination whether as a consultant, principal, partner, director, employee or otherwise directly or indirectly:

- (a) solicit or endeavour to entice away from the other Party the business or custom of any Restricted Client; or
- (b) solicit for employment or otherwise attempt to hire any employees of the other Party who were involved in the performance or direct oversight of this Agreement and/or the Services. However, nothing herein shall prohibit either Party from employing an employee of the other Party who responds to a public employment advertisement or who otherwise applies for employment directly, without solicitation or inducement by the hiring party or its affiliates.

32. PUBLICITY AND MARKETING

32.1 The Supplier shall be entitled to use the name and logo of the Customer on its website, literature, social media and other marketing and media materials. Neither Party shall be entitled to

33. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

34. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

SIGNED AND AGREED BY THE BELOW STATED AUTHORISED SIGNATORIES OF EACH PARTY:

For and on behalf of Maximus UK Services Limited:

Signature:

Print Name:
Position:
Date:

For and on behalf of []:

Signature:

Print Name:
Position:
Date:

SCHEDULE 1 – PROFORMA WORK ORDER

1. INTRODUCTION

This Work Order (WO) with reference [] entered into between (i) [] and (ii) Maximus UK Services Limited (“Maximus”) pursuant to a Supply of Services Contract dated [TBC] (the “Agreement”) describes the structure, purpose, and delivery of the project awarded by [] to Maximus.

The objective is for Maximus to [Insert description of the project] (the “Project”).

This WO outlines the Project as presented by Maximus to [] on [] and as understood at time of writing. Further detail relating to the exact scope of Services are set out below and may be further refined (if applicable in a Project Plan or other document referred to herein).

Maximus shall begin to deliver the Services set out in this WO from (the “SOW Commencement Date”) and the Work Order shall terminate on [] (the “SOW Termination Date”).

2. PROJECT OBJECTIVES

The Project will:

- [Set out the overarching objectives the Services are trying to achieve]

3. SCOPE OF WORK AND SPECIFICATION

[This will typically be what was previously the ‘Helpline Specification’ in the case of call centre ops, or in the case of a professional services consultancy project this will be details and deliverables of the consultancy project for e.g as agreed in the Cifas SOW]

4. ASSUMPTIONS AND CAVEATS

[Insert in here Project specific assumptions and caveats upon which the Service delivery relies. Below are the generic assumptions and caveats that would typically be included in all WO's]

In order for Maximus to deliver the Project in accordance with the agreed Service Levels Delivery Dates, Maximus has made the following assumptions and caveats in respect of the Services. The Parties agree that should these assumptions and caveats change then this may impact upon the Service Levels and Delivery Dates for which Maximus shall not be held to be in default of this Agreement, unless the change in assumptions and caveats is caused by the error or non-performance of Maximus.

- Maximus will require [] to make available appropriately qualified employees with requisite seniority and knowledge of the Project in order to engage with Maximus and where reasonably required by Maximus to attend meetings. The quality of the output of the Project has a dependency on the quality and timeliness of this engagement.
- [] shall timely and in a manner that is sufficient in detail provide to Maximus all necessary data, documents, materials and studies reasonably necessary for Maximus to be able deliver the Services.
- Any change to the scope of the Services shall be agreed in Change Order.
- The Services will be performed on a remote basis and will not require Maximus to be present at any particular physical location to deliver the Services.
- Where a written report or document is required as part of the scope of Services such document or report shall be provided in an electronic format unless otherwise specifically stated otherwise.
- Maximus shall rely on the accuracy of the information provided to it by [] and Maximus shall not make any independent checks or verify the accuracy of this information, should this assumption change or caused to be changed then Cifas acknowledges that this may have a material impact on the Service Levels and Delivery Dates.

5. [] OBLIGATIONS

6. VARIATIONS TO THE CONTRACT

[From time to time the Parties may agree to vary specific provisions of the Contract in respect of a specific WO – if that is the case instead of amending the Contract we can simply vary or disapply the particular provision here]

7. DELIVERABLES AND MILESTONES

The Parties acknowledge and agree that they are currently still scoping and determining the relevant Milestones that will apply to this Project and will use reasonable efforts to agree applicable Milestones in the Project Plan.

Once agreed the Milestones and their applicable Milestone Dates shall form a part of this SOW and the terms of this SOW shall be construed as such. Below is an estimated timeline for each Milestone based on the limited information available to the Parties at the point this WO is entered into and subject to further refinement in the Project Plan.

Milestone		Responsibility	Milestone Date	Critical Date (Y/N)
1	WO agreed and signed by both parties	Joint	Sept 25	Y
1A	Agreement of the Project Plan	Joint	Oct 25	Please see Project Plan for additional Critical Dates
2	Milestone 3	Maximus	Sept25	N
3	Milestone 4	Customer	To be agreed in Project Plan	To be agreed in Project Plan- TBC
4	Milestone 5	Joint	To be agreed in Project Plan	To be agreed in Project Plan

8. GOVERNANCE

Governance will be overseen by each Party's Authorised Representative (as set out below):

Maximus Authorised Representative: [Insert Name / Role / and contact details]

Customer Authorised Representative: [Same as above]

9. KEY STAFF AND PROJECT TEAM

[In addition to the Authorised Representatives consider inserting the Project delivery team for both Parties and their roles].

10. SERVICE CHARGES

[Insert here the table of Service Charges agreed, any agreed Expenses and any language relating to the annual uplift of Service Charges. Please also insert whether costs are to be inclusive or exclusive of VAT].

Commented [RK1]: Insert in here the obligations upon the Customer to supply certain information, data, materials - these are the dependencies upon which we would rely in order for us to be able to deliver the Services. For e.g. if we require on a call centre script from the Customer then this should be stated here and when we expect to receive it.

Commented [RK2]: Use if applicable - it may be the case that all Milestones (if any) have been agreed and can be set out in the table below, If however, they can't then it may be the case that we seek to agree them separately.

This WO is agreed and accepted by the undersigned, each having the capacity and being authorised to enter into this WO:

For and on behalf of Maximus UK Services Limited:

Signature:

Print Name:

Position:

Date:

For and on behalf of []:

Signature:

Print Name:

Position:

Date:

SCHEDULE 2 – DATA PROCESSING

As part of this contract Maximus will act as a data processor for you. As your data processor we will:

1. Work with you to co-create a system of privacy by design.
2. Use all our best endeavours to be fully compliant in respect of The General Data Protection Regulations 2018.
3. Use appropriate technical and organisational measures in such a manner that processing will meet the requirements of this Regulation and ensure the protection of the rights of your data subjects.
4. Ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
5. In the event of a physical or technical incident disrupting system availability we will inform you and restore availability as soon as is reasonably practical.
6. We will share with you our process for regularly testing, assessing and evaluating the effectiveness of technical solutions and we will share with you our organisational measures for ensuring the security of the processing. We will not subcontract any data processing. We will not subcontract any data processing.
7. We will cooperate with any control measures, audits, inspection visits that you want to put in place to manage your responsibilities for data.
8. Where your service offering requires that we use third party suppliers we will audit their GDPR compliance on your behalf at least annually.
9. Connect Assist understands that they and any of their employees may process personal data only on the documented instructions of the Controller, including with regard to transfers of personal data to a third country or an international organisation.
10. To achieve the duties listed at 8, will need no more than 4 weeks after the service “Go Live “ date, to have documented instructions from you as the Data Controller regarding: the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the Controller
 - (a) all data to be collected,
 - (b) How unambiguous consent is to be interpreted.
 - (c) what actions are encompassed by our processing
 - (d) data storage and transmission
 - (e) record retention
 - (f) breach notification protocol
 - (g) Your approach to service user’s requests for: access, rights to be forgotten, object or port data.
11. We undertake to ensure that persons authorised to process the personal data have committed themselves to confidentiality and receive appropriate training.
12. We will make available to you the Controller all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.
13. We undertake at the cessation of the service contract to delete or return all the personal data held in

our systems to you unless any legislation requires ongoing storage of the personal data;

14. Finally we would want the specification to detail your intentions regarding any ongoing audit or data planning sessions between you as the Data Controller and us as your processor

SCHEDULE 3 – PERSONAL DATA PROCESSING

The Personal Data processing to be carried out under this Agreement is described below:

Subject matter of the processing	[]
Types of personal data being processed	Personal data including potentially sensitive data relating to []
Categories of individuals whose data is being processed	[]
Types of data processing to be carried out	Collection, storage, change
Purpose of the data processing	[]
Data deletion protocol (agreement as to how long data should be retained). Telecoms for call recordings, CRM (if supplied by Connect Assist) and other (specify)	[]
Duration of processing	The term of the Agreement.