

DATED

XX day of mmm 20yy



Master Services Agreement

between

DE NOVO CONSULTING SERVICES LIMITED

and

XXXXXXXXXX

Version: 0.1

THIS AGREEMENT is made the XX day of January 2026

BETWEEN:

- (1) DE NOVO CONSULTING SERVICES LIMITED, trading as “DE NOVO SOLUTIONS” a company registered in England under registered number 12686607 whose registered office is at Merlin House, Langstone Business Park, Priory Drive, Langstone, Wales, NP18 2HJ (the “Service Provider”); and
- (2) XXXXXXXX, (“XXXXXXX”) a company limited registered in England under registered number XXXXXXXX and whose registered office is at XXXXXXXX (the “Customer”);

The above named shall collectively be known as “Parties”, and each a “Party”.

WHEREAS:

This Master Services Agreement (“MSA”) establishes the contractual framework under which Services may be commissioned by the Customer. Only those Services that are explicitly defined, approved in accordance with the Customer’s governance and procurement requirements, and set out in an executed Statement of Work (“SOW”) shall constitute binding obligations on the Parties. Nothing in this MSA shall be interpreted as a commitment by the Customer to procure, fund, or award any services beyond those expressly agreed in a duly executed SOW.

The parties acknowledge that the following SOW is currently identified. Each SOW will be subject to separate approval, funding confirmation, and compliance with the Customer’s procurement policies, ESFA requirements, and applicable law:

IT IS HEREBY AGREED AS FOLLOWS:

TERMS OF BUSINESS

1. Definitions and Interpretation

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

“Acceptance”	means the date upon which the Acceptance Procedures have been completed, or the date upon which the deliverables have been accepted in accordance with criteria specified in Statement of Works;
“Acceptance Procedures”	means the tests (which may include User Acceptance Tests) that the Parties use to confirm that Acceptance has occurred in respect of the Services as specified in Statement of Works;
“Agreement”	means this Master Service Agreement and all Statements of Work agreed between the Parties incorporating these terms and conditions;
“Business Day”	any day (other than Saturday, Sunday or Public Holiday) in England and Wales;
“Business Continuity Plan”	means the Service Providers documented arrangements for the recovery of Services in the event of a disaster recovery scenario materialising where the contracted Services provided to the Customer become unavailable for an extended period of time;

“Change Request”	Is a change to the scope of the Services agreed to be delivered as documented in the Statement of Work(s);
“Change Request Process”	means the process to be undertaken by the Parties to enact any variation to the Master Services Agreement or Statement of Work;
“Commencement Date”	XX day of mmm 20yy;
“Cloud Services Agreement”	means an Agreement between Oracle and the Customer whereby rights for the use of Oracle Cloud Services, provided as a service by Oracle, are granted to the Customer subject to the terms therein contained;
“Confidential Information”	means the terms of this Agreement and all sums payable under it or under any Statement of Work(s), all information in any form (whether or not marked or identified as confidential) in respect of the business of a Party including but not limited to know-how, technical, business, financial and development plans, forecasts, customer lists, strategies or other matters connected with the Services and any other information which a reasonable person would consider to be of a confidential nature whether disclosed directly or indirectly, orally or in writing and whether from the Customer or Service Provider but shall exclude the Excluded Information with effect from the date that it becomes Excluded Information;
“Contract”	means a contract formed between Service Provider and the Customer upon signature by the Customer of a Statement of Work incorporating these terms and conditions;
“Customer”	means the company to which Service Provider is providing the Services as set out in this Agreement;
“Customer Data”	means any data (including Personal Data relating to the staff of the Customer), documents, text, drawings, diagrams, images or sound (together with any database made up of any of those, embodied in any medium, that are supplied to Service Provider by or on behalf of the Customer, or which Service Provider is required to generate, process, store or transmit pursuant to this Agreement)
“Deliverables”	all documents, products and materials developed by the Service Provider or its agents, sub-contractors, consultant and employees in relation to the Services in any form, including any deliverables specified in the Project Plan;
“Excluded information”	means information which (i) was or becomes publicly known through no default or breach of this Agreement by the receiving Party; or (ii) was or becomes lawfully known to the receiving Party without restriction from a source other than the disclosing Party who itself obtained it without any confidentiality obligation or which has been demonstrated by the receiving Party to the disclosing Party to have been independently developed by the receiving Party; or (iii) is approved for disclosure by the Party which has provided it without restriction in a document signed by a duly authorised officer of such Party; or (iv) to the extent that the receiving Party is compelled to disclose it by a court or competent

“Force Majeure”	means any cause preventing a Party from performing any or all of its obligations under this Agreement which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable contemplation and/or control of the Party including, without limitation, strikes, lockouts or other industrial disputes, protest, act of God, war, or national emergency, an act of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fault or loss of electricity supply, fire, explosion, flood, storm or epidemic;
“GDPR”	means the retained EU law version of the General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and the Data Protection Act 2018;
“Group”	in relation to a company, that company, its subsidiaries, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company; and each company in a Group is a member of the Group. Unless the context requires otherwise, the application of the definition of Group to a company at any time will apply to the company as it is at that time;
“Insurance Policies”	means the Service Providers public and product liability (to £10m), employers’ liability (to £10m) and professional indemnity (to £10m);
“Intellectual Property Rights”	means all rights in and to intangible proprietary assets throughout the world, whether registered or unregistered, including any rights of whatever nature in or in relation to: patents, inventions, utility models and rights in applications or the right to apply for them; copyright, database rights and rights in databases; registered and unregistered design rights; trademarks, service marks, trade names, logos, get-up and domain names; trade secrets, know-how, confidential information, business methods and processes; all other intellectual property rights and equivalent or analogous rights in any part of the world, and all extensions, renewals and revivals of such rights; the right to apply for registration, maintain, renew or enforce such rights, and all derivatives, continuations, continuations-in-part, divisions and reissues of such rights;
“Materials”	means any design, specification, instruction, information, data or other like documents supplied by either party to this Agreement to the other for the performance of the Services;
“Nominated Account”	the Service Provider nominated bank account notified to the Customer for receiving agreed Services Fees;
“Oracle Cloud Services”	means the Software products owned, licensed and provided as a subscription service by Oracle Corporation UK Limited or any other legal entity that Oracle Corporation owns and trades through (“Oracle”), the use of which is subject to an Oracle Cloud Services Agreement;

“Personal Data”	means the personal data (as defined in the GDPR) provided by the Customer to Service Provider from time to time or Processed by Service Provider in connection with the provision of the Services under this Agreement;
“Project”	the project relating to the Services required to be delivered by the Service Provider, as described in Statement of Work and the Project Plan;
“Project Manager”	means the Service Provider’s manager for the delivery of the Services; also referred to “Service Delivery Manager” in the context of support services;
“Project Milestones”	a date by which a part of the Services is estimated to be completed, as set out in the Project Plan and more specifically described in the Statement of Work;
“Project Plan”	the plan describing the Services and setting out the timetable (including Project Milestones) and responsibilities for the provision of the Services agreed in accordance with clause 3 and as set out in the Statement of Work;
“Processing”	shall have the meaning as defined in the GDPR;
“Rate Card”	the rate card for professional services substantially in the form set out in Statement of Work(s) setting out the rates of various types of professional and support services that the Service Provider shall provide in accordance with clause 3;
“Service Provider Know-how”	means the general knowledge, skills, methods, techniques, procedures, expertise and any ideas, concepts, know how, formats, templates, methodologies and techniques accumulated by the Service Provider and its staff in the course of performing the Services and similar services for other customers;
“Services”	the services are the activities the Service Provider will undertake as set out in each Statement of Work to create Deliverables;
“Service Level Agreement”	means an Agreement included in a Statement of Work specifying the qualitative and quantitative levels to which Services are to be performed and any agreed key performance indicators;
“Service Request” or “SR”	means a request for technical support submitted to Oracle by or on behalf of the Customer;
“ServiceNow Cloud Services Agreement”	means the Software products owned, licensed and provided as a service by ServiceNow (“ServiceNow”), the use of which is subject to an ServiceNow Cloud Services Agreement;
“Services Fee(s)”	the fees payable by the Customer to the Service Provider for the Services as set out in the Statement of Work;
“Service Provider’s Equipment”	any equipment, including systems, cabling or facilities, provided by the Service Provider or its sub-contractors and used directly or indirectly in the supply of the Services;
“Statement of Work” or “SOW”	defines the Services which the Service Provider is engaged to deliver for an agreed Services Fee; and operates under the terms of the Agreement;

“Software”	means the Oracle Cloud Services software supplied or used by the Service Provider in connection with the performance of the Services, the use of which is licensed to the Customer by Oracle under an Oracle Cloud Services Agreement;
“Standard Contractual Clauses”	means the EU Standard Contractual Clauses or the UK IDTA (as applicable), any other set of contractual clauses or other similar mechanism approved by a Supervisory Authority or by Data Protection Law for use in respect of a Restricted Transfer, as updated, amended, replaced or superseded from time to time by such regulatory authority or Data Protection Law;
“Sub-Contractor”	means any declared Service Provider and Customer approved sub-contractor required to deliver the Services;
“Sub-Processor”	means any third party appointed to process Personal Data on behalf of the Customer related to this Agreement;
“Supervisor Authority”	means (a) an independent public authority which is established by a European Union Member State pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Law;
“Term”	means the term of this Agreement as set out in Clause 12;
“Transfer Regulations”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced; also referred to as “TUPE”;
“UK IDTA”	means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under section 119A(1) Data Protection Act 2018.
“UK Restricted Transfer”	means a transfer of Personal Data where such transfer would be prohibited by Data Protection Law in the UK in the absence of the protection for the transferred Personal Data provided by the UK IDTA or any other mechanism permitted under applicable Data Protection Law to be established under Clause 10.4;
“Warranty Period”	means the period following completion of the Services during which any defect in the Services or in a deliverable forming part of the Services will be remedied without additional Charges to the Customer;
“VAT”	means Value Added Tax chargeable under English law for the time being any similar additional tax.

- 1.2. Unless the context otherwise requires, each reference in this Agreement to:
 - 1.2.1. “including” shall be construed as “including without limitation”;
 - 1.2.2. “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.3. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.4. “this Agreement” is a reference to this Agreement and each Statement of Work as

amended or supplemented at the relevant time;

- 1.2.5. a Clause or paragraph is a reference to a Clause of this Agreement (other than the Statement of Work) or a paragraph of the relevant Schedule;
- 1.2.6. a "Party" or the "Parties" refer to the parties to this Agreement;
- 1.2.7. The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement;
- 1.2.8. Words imparting the singular number shall include the plural and vice versa;
- 1.2.9. References to any gender shall include the other gender;
- 1.2.10. A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any sub-ordinate laws being in force made under them and all orders, notices, codes of practice and guidance made under them.

2. Formation of Contract

- 2.1. This Agreement shall be formed, incorporating these terms and conditions, upon signature by the Parties.
- 2.2. The Parties shall agree from time to time upon Statements of Work setting out the specification of the Services that the Service Provider shall provide to the Customer under the terms of this Agreement; when agreed, each SOW shall be executed by a duly authorised representative of each Party and shall be incorporated in a schedule to this Agreement.
- 2.3. For the avoidance of doubt each SOW is not a separate contract and the terms of each SOW only apply to the Services provided within that SOW.
- 2.4. Each SOW shall incorporate or be deemed to incorporate these terms and conditions, save as may be expressly varied in the SOW. Neither Party shall have any rights or obligations in respect of any SOW, including the receipt of, or the provision of, the Services under it, unless and until each Party has executed the SOW in accordance with the requirements of clause 2.2
- 2.5. The terms of any SOW only apply to the Services to be provided under that SOW and not any other SOW.
- 2.6. The Contract constitutes the entire Agreement of the Parties and any SOW with respect to the supply of the Software where applicable and the provision of the Services by Service Provider described therein and supersedes all prior representations, statements, negotiations, agreements and contracts whether verbal or in writing; any reference in the Contract or elsewhere to the Customer's terms and conditions shall not have the effect of incorporating any such terms and conditions into the Contract.
- 2.7. If there is an inconsistency or conflict between any provisions of this Agreement and a Statement of Work, the terms of the Agreement shall apply save to the extent explicitly stated otherwise in the SOW.

3. Provision of Services and Change Request Process

- 3.1. With effect from the Commencement Date, the Service Provider shall, throughout the Term of this Agreement, provide the Services to the Customer on the terms and conditions of this Agreement.
- 3.2. The Services supplied under this Agreement shall continue to be supplied until the Deliverables are completed in accordance with the agreed requirements and standards specified within the SOW, unless this Agreement is terminated in accordance with clause 16.
- 3.3. The Service Provider will provide the Services in accordance with the requirements and

standards specified in the relevant SOW. If the Customer or the Service Provider requests a change to the scope of execution of the Services required in any given SOW (referred to as a **“Change Request”**), the Customer will initiate the **“Change Request Process”** by completing a Change Request Form as provided in Schedule 3 of this Agreement.

- 3.4. The Service Provider shall, within a reasonable time, provide a written estimate in response to the Change Request to the Customer of:
 - the likely time required to implement the change;
 - any variations to the Service Fees arising from the change;
 - the likely effect of the change on the Project Plan; and
 - any other impact of the change on this Agreement.
- 3.5. The Service Provider shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Customer, subject to the Customer's acceptance of the matters referred to in clause 3.5 to clause 3.14.
- 3.6. Notwithstanding any provision of this Agreement, the Service Provider may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirement. This will be undertaken as a Change Request.
- 3.7. Notwithstanding any provision of this Agreement, the Service Provider may, from time to time be required to change the Services in order to comply with the Oracle Cloud Services agreement as required by Oracle. In the event of this occurring, the Service Provider will inform the Customer via a Change Request, which will include a full commercial impact assessment.
- 3.8. The Service Provider shall use reasonable endeavours to provide the Services and to deliver the Deliverables to the Customer in accordance with the Statement of Work, the Project Milestones and the Project Plan, and time for performance by the Services Provider shall not be of the essence of this Agreement.
- 3.9. The Service Provider shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the industry sector in the United Kingdom.
- 3.10. The Service Provider shall act in accordance with all reasonable instructions given to it by the Customer provided such instructions do not contradict with the specification of Services provided in the Statement of Work and the Project Plan.
- 3.11. The Service Provider shall be responsible for ensuring that it complies, and ensures that the Services and the Deliverables comply, with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 3.12. The Service Provider shall have reasonable autonomy in relation to determining the method of performance and delivery of the Services which is not expressly provided for in the Statement of Work, the Project Plan or within the terms of this Agreement.
- 3.13. The Service Provider will correct any work it undertakes relating to the Services at its own expense if either Party can substantiate and evidence such work as defective or not in accordance with the terms of the Statement of Work or the Project Plan.
- 3.14. The Service Provider shall appoint a Project Manager or where applicable a Services Delivery Manager who shall have authority contractually to bind the Service Provider on all matters relation to the Services. The Service Provider shall use reasonable endeavours to ensure that the same person acts as the Project Manager or where applicable a Services Delivery Manager throughout the terms of this Agreement but may replace him from time to time where reasonably necessary in the interests of the Service Provider's business.
- 3.15. The Service Provider shall observe all health and safety rules and regulations and any other reasonable physical security requirements that apply at any of the Customer's premises and that have been communicated to it under clause 3.

4. Customer's Obligations

- 4.1. The Customer shall co-operate with the Service Provider in all matters relating to the Services and shall use all reasonable endeavours to provide all information to the Service Provider that is necessary for the provision of the Services. The Customer shall ensure that any information provided to the Service Provider is accurate in all respects.
- 4.2. In the event that the Service Provider, its agents, sub-contractors, consultants and employees require the decision, licence, approval, consent or any other communication from the Customer in order to continue with the provision of the Services or any part thereof at any time, these should be documented in the SOW and the Customer shall provide the same in a reasonable and timely manner.
- 4.3. The Customer shall obtain and maintain all necessary licenses and consent and comply with all relevant legislation in relation to the Services, in all cases before the date on which the Services are to start.
- 4.4. If any consents, licences or other permissions are needed from any third parties it shall be the Customer's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).
- 4.5. If the nature of the Services requires that the Service Provider, its agents, sub-contractors, consultants and employees has access to the Customer's premises or any other location, access to which is lawfully controlled by the Customer, the Customer shall ensure that such persons have access to the same at the times to be agreed between the Service Provider and the Customer as required, and at no charge. The Service Provider will request such access in writing in advance with the Customer.
- 4.6. The Customer shall be responsible at its own cost for preparing and maintaining the relevant premises for the supply of Services.
- 4.7. The Customer shall inform the Service Provider of all health and safety rules and regulations any other reasonable security requirements that apply at any of the Customer's premises.
- 4.8. Any delay in the provision of the Services or failure to provide the Services resulting from the Customer's failure or delay in complying with any of the provisions of this Clause 4 or by any act or omission of the Customer, its agents, sub-contractors, consultants or employees under the terms of this Agreement shall not be the responsibility or fault of the Service Provider and the Service Provider shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such omission or delay. The Service Provider retains the right to raise a Change Request to cover any additional costs incurred.

5. Access and Audit

- 5.1. Where applicable and required to enable the Service Provider to provide the Services, the Customer will allow the Service Provider's authorised Personnel, after prior agreement, reasonable access to its premises, equipment and staff. The Customer shall provide such facilities and assistance (including but not limited to storage, working space, office accommodation, furniture and facilities, power supply and telephone and computer communication facilities) as may be necessary to enable the Service Provider to carry out the Services effectively. Such facilities shall be of a standard and quality no lower than those afforded to the Customer's own staff and their provision shall cease on termination of this Agreement.
- 5.2. The Service Provider shall ensure that its employees and sub-contractors:
 - 5.2.1. shall comply with lawful directions given by authorised personnel of the Customer relating to conduct on the premises;
 - 5.2.2. shall comply with the Customer's security and safety procedures which are brought to the attention of Service Provider from time to time;
 - 5.2.3. shall comply with the Customer's Safeguarding procedures;
 - 5.2.4. so far as practicable do not interfere with the carrying out by the Customer of its normal business operations.
- 5.3. The Customer retains the right to request an audit of the Service Provider's ongoing managed services or bureau services, with fifteen (15) business days' prior written notice and not more than once in any twelve (12) month period, and subject to the Customer's payment of the Service Provider's reasonable charges calculated at Service Provider's standard time and materials rates as agreed between the Parties
- 5.4. The Service Provider shall allow for audit purposes Customer-authorised personnel, advisors, auditors and regulators reasonable access to its premises, equipment, staff and the Customer Data, and will provide such facilities and assistance as they shall reasonably require.

6. Service Fees, Payment and Records

- 6.1. In consideration of the provision of the Services by the Service Provider, the Customer shall pay the Services Fees (without deduction or set-off) in accordance with the terms of this Agreement unless overridden by a SOW.
- 6.2. All supporting SOW(s) shall specify the Service Fees and an associated payment schedule.
- 6.3. The Service Provider shall invoice the Customer for the charges that are payable under this Agreement and the payment schedule.
- 6.4. The Customer shall review and accept or reject the Service Providers invoices in a timely manner. In the event of a discrepancy the Customer will discuss this and come to agreement with the Service Providers Project Manager and/or Service Delivery Manager, for invoice correction if deemed required.
- 6.5. All Service Fees exclude:
 - 6.5.1. the accommodation, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Service Provider 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 Service Provider for the supply of the Services;
 - 6.5.2. Such expenses, will be approved in advance by the Customer;
 - 6.5.3. Such expenses, materials and third-party services shall be invoiced separately by the Service Provider and payable by the Customer subject to the production of receipts or other appropriate evidence of payment. The Service Provider shall provide the Customer

with a monthly itemised schedule of expenses incurred in the previous month.; and

- 6.5.4. VAT, which the Service Provider shall add to its invoices at the appropriate rate.
- 6.6. All payments required to be made pursuant to this Agreement shall be made in full and in cleared funds to the Nominated Account within thirty (30) days on receipt of an undisputed invoice.
- 6.7. Where any payment pursuant to this Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.
- 6.8. Without prejudice to clause 16.4.5 or any other right or remedy that the Service Provider may have, if the Customer fails to pay any sums payable under this Agreement on the due date the Service Provider may charge interest on a daily basis at 4% above the Bank of England base rate from time to time until payment is made in full of any such outstanding sums, and the Customer shall pay the interest immediately on demand; and/or suspend all Services until payment has been made in full.
- 6.9. Each Party
- 6.9.1. keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to this Agreement to be accurately calculated; and
- 6.9.2. at the reasonable request of the other Party, allow that Party to inspect those records and books of account and, to the extent that they relate to the calculation of those sums, to take copies of them.
- 6.9.3. retain all financial records for the duration of the Agreement plus an additional period of three (3) years after termination or expiry.
- 6.10. The Service Provider may charge according to its standard daily rate fees for the time it spends assessing a request for the Change of Services pursuant to clause 3.4. Any such charges will be agreed in advance with the Customer.

7. Software Licensing and Usage Rights

- 7.1. The Customer grants to Service Provider a licence to use its systems, software and Customer Materials during the term of this Agreement for the sole purpose of performing the Services and at all times in accordance with the Oracle Cloud Services Agreement and any licence, sub-licence or terms of use of any other software.
- 7.2. Whilst the Service Provider shall abide by and comply with Oracle's guidelines and best practice, the Service Provider shall have no liability to the Customer or otherwise if the performance of the Services exceeds the rights granted or restrictions imposed under the terms of the relevant Oracle Cloud Services Agreement or the licence, sub-licence or terms of use of any other software.
- 7.3. The Service Provider will review and inform the Customer of any known publicised changes by Oracle-to-Oracle Guidelines and Practice that would result in additional charges to the Customer. The Customer retains responsibility for managing the Oracle Cloud Services Agreement.
- 7.4. Oracle Cloud Services: if the Contract calls for the supply of Oracle Cloud Services by Service Provider then the following terms shall apply:
 - 7.4.1. Oracle or its licensors retain all ownership and intellectual property rights in and to the Oracle Cloud Services, including Oracle programs and ancillary software, and derivative works thereof, and to anything developed or delivered by or on behalf of Oracle.
 - 7.4.2. Rights to use Oracle Cloud Services are granted to the Customer subject to the conditions and limitations set out in:
 - the Oracle Cloud Services Agreement between the Customer and Oracle; and
 - the Software Licensing SOW attached to this Agreement.
- 7.5. The Customer assigns to the Service Provider the rights set out in the Oracle Cloud Services Agreement as required for the provision of the Services subject to the limitations of time, scope and usage rights and all other terms and conditions set out or referred to therein.

8. Liability, Indemnity and Insurance

- 8.1. The Service Provider shall ensure that it has in place at all times suitable and valid Insurance Policies.
- 8.2. In the event that the Service Provider fails to perform the Services with reasonable care and skill it shall be entitled to carry out any and all necessary remedial action at no additional cost to the Customer.
- 8.3. Where the Service Provider is entitled to make a claim under an Insurance Policy in respect of any matter or circumstance giving rise to a claim by the Customer for any proven material loss or proven material damage caused as a result of the Service Provider's negligence, breach of this Agreement, breach of statutory duty or otherwise arising under or in connection with this Agreement, the Service Provider's total liability in respect of any such claim shall be limited to the value of 150% of all Service Fees paid within preceding twelve (12) months, less all reasonable costs, charges and expenses incurred by the Service Provider in recovering that sum from its insurers.
- 8.4. Subject to clause 8.2 and clause 8.3, the Service Provider shall indemnify the Customer against any costs, liability, damages, loss, claims or proceedings arising out of:
 - the provision of the Services or any breach of this Agreement; and
 - any intellectual property infringement claim relating to the Services supplied by the Service Provider to the Customer
- 8.5. The Service Provider shall not be liable for any loss or damage suffered by the Customer that results from the Customer's failure to follow any instructions given by the Service Provider.
- 8.6. Subject to clause 8.7, the Customer shall indemnify the Service Provider, on demand, all costs,

charges or losses sustained or incurred by the Service Provider (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunities to deploy resources elsewhere) that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement or any associated SOW.

- 8.7. The Customer's total liability to the Service Provider for all claims that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement shall be limited to the value of 150% of all Service Fees paid within preceding twelve (12) months paid by the Customer.
- 8.8. The Customer shall indemnify the Service Provider against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any Service Provider's Equipment (including that belonging to any third parties appointed by the Service Provider) caused by the Customer or its agents or employees.
- 8.9. Nothing in this Agreement shall limit or exclude the Service Provider's or Customer's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or 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.

9. Warranty

- 9.1. The Service Provider warrants and undertakes to the Customer on the Commencement Date:
 - 9.1.1. It has full right, power and the authority to enter into and perform this Agreement;
 - 9.1.2. It has the right, power, and authority to grant to the Customer any licenses and usage rights for any software set out in the Statement of Works which are to be granted under this Agreement;
 - 9.1.3. it has and will continue to have all necessary rights, including all Intellectual Property Rights in and to any software (other than the Software), hardware and other materials of any kind used or made available by the Service Provider which are necessary to perform the Services;
 - 9.1.4. the provision of the Services by the Service Provider under this Agreement shall not infringe the Intellectual Property Rights of any third party;
 - 9.1.5. it will perform its obligations under this Agreement with due skill, care and diligence and in accordance with the Service Levels and other parameters specified in the relevant Statement of Work but does not warrant that the resultant implementation or the performance of the Services shall be error free.
 - 9.1.6. this warranty is without prejudice to, and shall not be limited by, any other rights or remedies the Customer may have under this Agreement or at law.
 - 9.1.7. that it is not engaged or involved in, or otherwise subject to any litigation, insolvency or other proceedings, or any claims, actions or hearings before any court or tribunal which may have a material adverse affect on the financial position of the Customer or prevent the Service Provider from carrying out its duties under this Agreement (the "**Third Party Claim**").
 - 9.1.8. that it has never committed an act which constitutes an offence under anti-bribery laws.
- 9.2. The Warranty Period shall be agreed between the Parties and stipulated in each SOW.
- 9.3. In the event the Service Provider becomes actually aware of a Third Party Claim during the period of the Agreement, the Service Provider shall as soon as reasonably practicable give written notice of the Third Party Claim to the Customer, specifying in reasonable detail the nature of the Third Party Claim.

- 9.4. The Customer warrants and undertakes to Service Provider throughout the continuance of this Agreement that:
- 9.4.1. it has all necessary rights, title and authority to enter into this Agreement and the transactions contemplated hereunder;
 - 9.4.2. it has and will comply with all applicable laws and other government statutory or regulatory requirements which may from time to time be applicable.

10. Anti-bribery and anti-corruption

- 10.1. The Service Provider shall:
- 10.1.1. comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - 10.1.2. 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;
 - 10.1.3. not engage in any activity, practice or conduct which would constitute an offence under the Economic Crime and Corporate Transparency Act 2023;
 - 10.1.4. 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 with the relevant requirements and will enforce them where appropriate;
 - 10.1.5. promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Service Provider in connection with the performance of this Agreement.
- 10.2. For the purpose of this clause 10, the meaning of adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

11. Confidentiality

- 11.1. The Service Provider acknowledges the Customer is required by law to publish any notice in respect of the Agreement or the Agreement itself if required under the Procurement Act 2023;
- 11.2. Each Party undertakes that, except as provided by clause 11.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and after its termination:
- 11.2.1. keep confidential all Confidential Information;
 - 11.2.2. not disclose any Confidential Information to any other party;
 - 11.2.3. not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 11.2.4. not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 11.2.5. ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of clauses 11.1.1 to 11.1.4 above.
- 11.3. Either Party may disclose any Confidential Information to:
- 11.3.1. any approved sub-contractor of that Party (all sub-contractors will be approved through individual SOW specifying the services being delivered);
 - 11.3.2. any governmental or other authority or regulatory body;
 - 11.3.3. any employee or officer of that Party or of any of the aforementioned persons, parties

or bodies to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under clause 11.3.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 9, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

- 11.3.4. use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge;
- 11.3.5. The provisions of this Clause 11 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason;

12. Intellectual Property

- 12.1. Subject to clauses 12.3 and 12.4, all Intellectual Property Rights in the Deliverables created specifically for the Customer under this Agreement or any Statement of Work shall vest in the Customer upon payment in full of the applicable fees.
- 12.2. The Customer shall have a perpetual, irrevocable, worldwide, royalty-free licence (with the right to sub-licence to its Affiliates and third-party service providers for the Customer's business purposes) to use, copy, modify and adapt the Deliverables for its internal business purposes.
- 12.3. The Service Provider shall retain ownership of any Intellectual Property Rights in its pre-existing methodologies, templates, tools, models, software, processes and know-how, together with any enhancements developed independently of the Services ("**Background IPR**"). To the extent that Background IPR is incorporated into the Deliverables, the Service Provider grants to the Customer a non-exclusive, perpetual, worldwide, royalty-free licence (with the right to sub-licence to its Affiliates and third-party service providers for the Customer's business purposes) to use such Background IPR solely as part of the Deliverables.
- 12.4. The Service Provider shall retain ownership of any general know-how, skills and experience of a non-confidential nature which it acquires in the course of providing the Services, provided that this does not limit or restrict the Customer's rights in the Deliverables.
- 12.5. The Customer retains ownership of all Intellectual Property Rights in its pre-existing materials, systems, data and any Intellectual Property created outside the scope of this Agreement ("**Customer IPR**"). The Customer grants the Service Provider a non-exclusive, non-transferable, royalty-free licence to use the Customer IPR solely for the purpose of providing the Services and Deliverables.
- 12.6. Nothing in this Agreement shall transfer, limit or otherwise affect the Intellectual Property Rights of Oracle or any third-party licensor in their software or related materials. The Customer's rights to use such software and materials are governed exclusively by the applicable licence terms agreed between the Customer and Oracle (or the relevant third-party licensor).
- 12.7. For the avoidance of doubt, the Service Provider shall retain ownership of its proprietary solution frameworks and service models identified as: (i) Odyssea™; (ii) Value as a Service™ (VaaS™) managed services support model for Oracle Cloud; and (iii) its Business Process Outsourcing Payroll Bureau operation.
- 12.8. Subject to clause 11, the Service Provider covenants that it shall not at any time during the continuance of this Agreement and after its termination use in the course of any business the company names or any trade or service mark or logo which, at the date of termination, was or

had been used by the Customer in connection with its business, without permission from the Customer.

13. Data Protection and Data Security

13.1. Data Controller

13.2. The Customer is a Data Controller in respect of the Personal Data Processing as set out in the Schedule 1 Data Processing to each Statement of Works and the Customer warrants and represents that it is fully compliant with applicable Data Protection Law and undertakes to perform its obligations under the Agreement and to continue to comply with applicable Data Protection Law.

13.3. The Customer agrees that:

13.3.1. Schedule 1 Data Processing is an accurate and up to date description of the Processing in connection with the provision of Services provided pursuant to the applicable Statement of Works;

13.3.2. The terms of this Agreement including Schedule 1 Data Processing constitute its written instructions in respect of such Processing;

13.3.3. Except to extent expressly provided otherwise in this Agreement, it has sole responsibility for the lawfulness of its written and other instructions in relation to Processing, the legal basis for such Processing and the notification obligations to data subjects in relation to such Processing; and

13.3.4. Any change to Schedule 1 Data Processing and/or this Agreement will be subject to Agreement in writing between the Parties.

13.4. Data Processor

13.5. The Service Provider acts as a Data Processor in respect of the Personal Data it Processes on behalf of the Customer or a Customer's Affiliate in the manner and to the extent as set out in Schedule 1 Data Processing to each Statement of Works.

13.6. The Service Provider will comply with Data Protection Law to the extent that it applies to it as a Data Processor.

13.7. Nothing in this Agreement is intended by the Parties to be construed as requiring the Service Provider to determine the purposes and means by which the Personal Data will be processed. Both Parties acknowledge that in respect of Personal Data Processed pursuant to this Agreement/ applicable Statement of Works, the means and purposes for which the Personal Data are processed is and will continue to be determined exclusively by the Customer.

13.8. Instructions

13.9. The Service Provider will process the Personal Data in accordance with the reasonable written instructions of the Customer or as otherwise required to do so by law to which the Data Processor is subject and in such a case, the Data Processor will inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

13.10. If the Customer's instructions to the Service Provider change in relation to Processing the Personal Data, such change shall be subject to Agreement in writing between the Service Provider and the Customer.

13.11. Data Transfers

- 13.12. The parties agree that the Standard Contractual Clauses shall form part of this Agreement. The parties agree that in the event of any conflict or inconsistency between the rest of the Agreement and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail. The requirements set out in this clause shall not apply if the transfer of Personal Data is to a country or is carried out in accordance with a framework or Agreement, that the European Commission has recognised as providing adequate legal protection in respect of Personal Data and the Standard Contractual Clauses shall automatically terminate with effect from the date of that European Commission decision.
- 13.13. Except for transfers to the Service Provider Sub-contractors, the Service Provider will not transfer any of the Customer's Personal Data outside the EEA to any jurisdiction which does not have an adequate level of protection as determined by the European Commission, except with the prior written consent of the Customer, which may be obtained via e-mail or other electronic means.
- 13.14. In respect of any EU Restricted Transfer Service Provider hereby enters into Module 3 of the EU Standard Contractual Clauses with each Sub-Processor, which is hereby incorporated into this Agreement.
- 13.15. In respect of any UK Restricted Transfer, Service Provider hereby enters into the EU Standard Contractual Clauses and UK IDTA, which are hereby incorporated into this Agreement by reference to Schedule 2.
- 13.16. The Customer consents to the Service Provider entering into Sub-Processor agreements with the following Service Provider Companies:
- de Novo Cloud Services Limited
 - de Novo Consulting Services Pvt Limited
- and agrees that each of the Service Provider Subsidiaries is a Sub-Processor for the purposes of the Agreement and confirms its consent to the Service Provider for this subcontracting.
- 13.17. The parties agree that Clause 13.2 shall not affect the operation of this Clause 13 and this Clause 13 shall take precedence over Clause 13.2

13.18. Data Subject Rights

- 13.19. The Service Provider will provide reasonable assistance to the Customer, having regard to the nature of the Processing being carried out by the Service Provider and at the cost of the Customer, by appropriate technical and organisational measures insofar as is possible, to enable the Customer to respond to requests by Data Subjects to the Customer, exercising their rights under Data Protection Law, subject always to receipt of a written request from the Customer setting out the scope of the assistance required and provided that the Service Provider shall have no obligation to communicate directly with any Data Subject unless otherwise agreed in writing by the Service Provider.

13.20. Assistance

- 13.21. The Service Provider agrees to provide reasonable assistance, taking into account the nature of the Processing and the information available to the Service Provider, and at the cost of the Customer, within such reasonable timescale as may be specified by the Customer, in order to assist the Customer, on request, in complying with the Customer's obligations pursuant to:
- Article 32 of the GDPR (Security);
 - Articles 33 and 34 of the GDPR (Data Breach Notification)
 - Article 35 of the GDPR (the conduct of Data Protection Impact Assessments); and

- Article 36 of the GDPR (Prior Consultation requests to Supervisory Authorities in relation to Personal Data Processing under the Agreement);

and provided that the Service Provider shall have no obligation to communicate directly with any Data Subject unless otherwise agreed in writing by the Service Provider or with any Regulator unless otherwise agreed in writing by the Service Provider or unless the Service Provider is legally obliged to do so.

13.22. **Breach Notification**

- 13.23. The Service Provider will notify the Customer within one Business Day if the Service Provider becomes aware of a Personal Data Breach. Service Provider will include the applicable information referred to in Article 33 (3) of the GDPR to the extent such information is in the possession of or can reasonably be ascertained by the Service Provider in the circumstances without undue delay. Service Provider shall have no obligation to communicate directly with any Data Subject or with any Regulator unless otherwise agreed in writing by the Service Provider or unless the Service Provider is legally obliged to do so.

13.24. **Personal Data Confidentiality**

- 13.25. The Service Provider will ensure that its personnel and the personnel of the Service Provider Subsidiaries who process Customer Personal Data under the Agreement are subject to obligations of confidentiality in relation to such Personal Data.

13.26. **Data Security**

- 13.27. The Service Provider for the Term of the Agreement will maintain ISO27001 and Cyber Essentials Plus or an equivalent recognised industry security standard (the “**Security Measures**”).
- 13.28. The Service Provider will, in the provision of the Services, process Personal Data in compliance with the Security Measures.
- 13.29. Subject to Clause 13.27, the Customer hereby acknowledges and agrees that the Security Measures are appropriate technical and organisational measures to assure a level of security appropriate to the risk to the security of, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised, disclosure of access, the Personal Data to be Processed in the provision of the Services under this Agreement.
- 13.30. If the Customer requests any changes to the Security Measures, any such changes will be at the cost of the Customer and will be subject to Agreement in writing between the Customer and Service Provider.
- 13.31. The Service Provider shall be entitled to and reserves the right to modify the Security Measures provided the functionality and security of the Services are not degraded.
- 13.32. The Customer acknowledges that it is solely responsible for the technical and organisational Security Measures relating to its own systems and the obligations of the Service Provider for technical and organisation security measures shall not oblige the Service Provider to do anything that would exceed the scope of the Services. The Customer shall apply the ‘principle of least privilege’ (the practice of limiting systems, processes and user access to the minimum possible) to the IT systems access it grants to the Service Provider. Where the Customer grants increased ICT privileges or access rights to the Service Provider staff, those staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked in a timely manner.

13.33. Sub-processing

- 13.34. Except for the Service Provider Subsidiaries, the Service Provider shall not engage any Sub-Processor without:
- obtaining the prior consent of the Customer in writing which may be sought and given by email or other electronic means; and
 - entering into a written Agreement with the Sub-processor which will impose on the Sub-Processor the same protection obligations as set out in this Clause 13.
- 13.35. The Service Provider will remain fully liable to the Customer for Processing the Service Provider Subsidiaries and by any third party as if the Processing was being conducted by Service Provider.

13.36. GDPR Audit Rights

- 13.37. The Service Provider shall, on reasonable prior written request in advance from the Customer setting out the nature of the information required:
- 13.37.1. make available to the Customer information reasonably necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and subject to reasonable access arrangements; and
 - 13.37.2. permit the Customer or a third-party auditor acting under the Customer's supervision, to conduct, at the Customer's cost, data protection audits, assessments and inspections concerning the Service Provider's data protection procedures relating to its compliance with this Clause 13 provided that such information Classification: Controlled requests shall be conducted during normal business hours and shall not unduly interfere with the provision of the Services and/or the Service Provider's normal business activities.
- 13.38. Nothing in this Clause 13.37 shall oblige Service Provider to disclose information which is confidential, commercially sensitive or subject to legal privilege or to breach any confidentiality obligations which the Service Provider has to its personnel or its other customers.
- 13.39. The Service Provider reserves the right to require compliance with this 13.36.2 to be subject to agreeing additional charges where compliance with this clause requires the use of resources that are addition or different to those used in the provision of the Services.
- 13.40. The Customer shall give at least thirty (30) days' prior written notice, to inspect, audit and take copies of relevant records, and other documents as necessary to verify the Service Provider's compliance with the terms and conditions of this Agreement and such audits shall be conducted by the Customer no more than once per year.

13.41. Infringement of Data Protection Law

- 13.42. With regard to clause 13.11 and without prejudice to clause 13.2.3, the Service Provider will inform the Customer if it becomes aware of circumstances or other information which, in its opinion, indicate that an instruction given or request made pursuant to clause 13.13 infringes Data Protection Law. The Customer acknowledges and agrees that the Service Provider is not obliged on an ongoing basis to monitor and assess the lawfulness of instructions and Service Provider has no obligation to provide or procure legal advice to the Customer.

13.43. **Return of Customer data**

- 13.44. On termination or expiry of this Agreement (or at any other time on request by the Customer), the Service Provider shall, at the election of the Customer, return or delete all copies of Customer Data and Personal Data received and/or processed by it under this Agreement in the manner in which the Service Provider usually returns or deletes customer and Personal Data, unless European Union or Member State law requires retention of the data whereupon the Service Provider shall retain such data in accordance with its retention policy and procedures.

14. **Announcements**

- 14.1. Subject to clause 14.3.1 and clause 14.3.2 no party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction).
- 14.2. The Customer shall, upon the request by the Service Provider, consider the request for a press release in an agreed form
- 14.3. The Customer consents to the Service Provider to grant a non-exclusive, non-sublicensable and non assignable license
- 14.3.1. using the Customer as a reference site on successful delivery of the implementation project; and
- 14.3.2. using the Customer's logo on Service Providers website during the term of this Agreement
- 14.4. The Customer reserves the right to request the Service Provider to remove the reference post termination of this Agreement and the Service Provider agrees to comply with this request.

15. **Force Majeure**

- 15.1. For the purposes of this Agreement, a **Force Majeure Event** means any event or circumstance **beyond the reasonable control** of the affected party which **prevents or materially delays** the performance of its obligations under this Agreement, including but not limited to:
- 15.1.1. **Acts of God**, including flood, drought, earthquake, storm, fire, explosion or other natural disaster;
- 15.1.2. **Epidemic, pandemic or public health emergency**, including any mandatory quarantine, lockdown, movement restriction, workforce limitation or health protection measure imposed by a competent authority;
- 15.1.3. **War, armed conflict**, terrorist act or threat, civil unrest, riot, insurrection or sabotage;
- 15.1.4. **Acts of government or public authority**, including: changes in law, regulation, guidance or policy; emergency legislation; sanctions, embargoes or trade restrictions; court orders or injunctions; or revocation, suspension or failure to grant any licence, consent or approval required for service delivery;
- 15.1.5. **Failure or interruption of critical infrastructure or utilities**, including electricity, telecommunications, internet connectivity, transport networks, or data centre facilities, where such failure is not caused by the affected party's negligence;
- 15.1.6. **Failure or unavailability of cloud platforms, hosting environments, or third-party technology services** (including hyperscalers and platform providers), where such failure results from a Force Majeure Event affecting those providers;
- 15.1.7. **Cyber incidents**, including large-scale cyberattacks, ransomware, denial-of-service attacks, or other malicious digital activity of a systemic nature, not caused by the

affected party's failure to maintain reasonable security measures;

- 15.1.8. **Industrial disputes** of a national or sector-wide nature, including strikes or labour shortages, but excluding disputes limited solely to the affected party's own workforce; and
- 15.1.9. Any other event which the parties could not reasonably have anticipated or avoided and which is beyond their reasonable control
- 15.2. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is directly caused by a Force Majeure Event..
- 15.3. The affected party shall:
 - 15.3.1. notify the other party in writing as soon as reasonably practicable upon becoming aware of the Force Majeure Event, providing details of: the nature of the event; the affected services or obligations; the anticipated impact and duration; and the mitigation steps being taken;
 - 15.3.2. use all reasonable endeavours, consistent with good industry practice, to mitigate the impact of the Force Majeure Event; maintain service continuity, including through alternative systems, locations or processes where reasonably practicable; and comply with any applicable **business continuity and disaster recovery plans**; and provide **regular updates** on progress and resume full performance as soon as reasonably practicable.
- 15.4. The affected obligations shall be **suspended** for the duration of the Force Majeure Event to the extent they are impacted.
- 15.5. During such period service level failures directly attributable to the Force Majeure Event shall not constitute a breach of this Agreement; and service credits shall not accrue in respect of the affected services.
- 15.6. In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of thirty (30) business days, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.

16. Term and Termination

- 16.1. This Agreement shall come into force on the Commencement Date and shall continue for a Term of five (5) years from that date, subject to the provisions of this Clause 16.
- 16.2. Subject to the provisions of this clause 16, either Party shall have the right, subject to the Agreement and consent of the other Party and exercisable by giving not less than ninety (90) business days written notice to the other at any time prior to the expiry of the Term specified in clause 16.1 (or any further period for which this Agreement has been extended pursuant to this provision) to extend this Agreement for a further period of two (2) years.
- 16.3. Either party may terminate a SOW under this Agreement, in whole or in part, in accordance with the termination rights set out in the Agreement or as expressly provided in any given SOW.
- 16.4. Termination or expiry of a SOW shall not operate to terminate, rescind, or otherwise affect the continuing validity of the Agreement, which shall remain in full force and effect in accordance with its terms.
- 16.5. Either party may terminate a SOW for convenience by giving not less than thirty (30) days' written notice to the other party. Such termination shall be limited to a specified SOW only and shall not terminate the Agreement.
- 16.6. Upon termination of a SOW for convenience, the Customer shall pay the Service Provider for all Services properly performed and Deliverables completed up to the effective date of

termination, together with any non-cancellable commitments and forward investments reasonably incurred in reliance on a SOW.

- 16.7. Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
 - 16.7.1. any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within ninety (90) Business Days of the due date for payment;
 - 16.7.2. the other Party commits a material breach of the Agreement, where a material breach is considered to be Intellectual Property infringement; Anti-Bribery, Anti-Fraud and corruption;
 - 16.7.3. the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within thirty (30) Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 16.7.4. the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is incapable of remedy being given written notice giving full particulars of the breach;
 - 16.7.5. an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 16.7.6. the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 16.7.7. the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);
 - 16.7.8. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 16.7.9. that other Party ceases, or threatens to cease, to carry on business; or
 - 16.7.10. control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 12, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 16.8. The Customer may terminate this Agreement without liability to the Service Provider on giving notice to the Service Provider if there is a change of control of the Customer (as defined in section 574 of the Capital Allowances Act 2001 (the “**Change of Control**”) provided the Customer reasonably demonstrates that the Change of Control is detrimental to the business of the Customer or the provision of the Services.
- 16.9. The Customer may terminate this Agreement without liability to the Service Provider if the Service Provider is added to the debarment list or is subject to one of the mandatory grounds for exclusion under the Procurement Act 2023.
- 16.10. For the purposes of clause 16.7.3, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 16.11. The rights to terminate this Agreement given by this Clause 16 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

17. Effects of Termination

17.1. Upon the termination of this Agreement for any reason

- 17.1.1. any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable (this is without prejudice to any right to claim for interest under the law, or any such right under this Agreement);
- 17.1.2. all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain In full force and effect;
- 17.1.3. termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- 17.1.4. subject as provided in this Clause 17 and except in respect of any accrued rights, remedies, obligations and liabilities neither Party shall be under any further obligation to the other; and
- 17.1.5. each Party shall (except to the extent referred to in Clause 11) immediately cease to use, either directly or indirectly, any Confidential Information. If either Party fails to do so then each Party may enter the other Party premises and take possession of it. Until they have been returned or repossessed the Party retaining the Confidential Information shall be solely responsible for its safe-keeping.
- 17.1.6. The Service Provider will on request from the Customer provide exit assistance and assist in the transfer of Services to another Customer supplier. It is accepted by the Customer that such a request will be a chargeable item and incur Service Fees under a separate SOW.

18. Business Continuity

- 18.1. Agreement and shall implement the implementation of the provisions of the Business Continuity Plan at any time in accordance with its terms.
- 18.2. If and when reasonably required by the Customer Service Provider shall conduct tests of the Business Continuity Plan and the Customer shall be entitled to participate in such tests at the Customer's discretion.
- 18.3. Service Provider shall ensure that the Customer has access to the disaster recovery site and access to Customer Data in the event that the Business Continuity Plan is implemented, but provided that the Customer shall be responsible for all communications equipment necessary for effecting such access.

19. No Waiver

- 19.1. No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

20. Further Assurance

- 20.1. Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

21. Costs

- 21.1. Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

22. Set-Off

- 22.1. Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other SOW at any time.

23. Assignment and Sub-Contracting

- 23.1. Subject to clause 23.2 and clause 23.3, this Agreement is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the prior written consent of the other Party, such consent not to be unreasonably withheld.
- 23.2. The Service Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its Group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Service Provider. Any subcontractor will be approved through the SOW that pertain to the services being provided.
- 23.3. The Customer may assign the benefit of this Agreement to and from any member of its Group (so long as that assignee company remains within the same Group as the Customer).

24. Time

- 24.1. The Parties agree that the times and dates referred to in this Agreement (and any documents referred to in this Agreement) are for guidance only and are not of the essence of this Agreement and may be varied by mutual Agreement between the Parties.

25. Relationship of the Parties

- 25.1. Nothing in this Agreement shall constitute or be deemed to constitute a business partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

26. Personnel and Transfer Regulations

- 26.1. Service Provider shall engage suitably skilled and qualified persons of its own choosing from time to time to provide the Services and may replace any individual at its sole discretion, but provided that where key Personnel are agreed and identified in a Statement of Work no changes shall be implemented without the prior Agreement of the Customer (which shall not be unreasonably refused).
- 26.2. If the Customer reasonably believes and can provide evidence that any of the Service Providers personnel are unsuitable to undertake work in respect of the Agreement and/or Statement of Work, it may, by giving written notice to the Service Provider:
- 26.2.1. refuse admission to the relevant person(s) to the Customer's premises;
 - 26.2.2. direct the Service Provider to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 26.2.3. require that the Service Provider replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered
- 26.3. If, on commencement of this Agreement or any Contract any contract of employment relating to any employee of the Customer or of an existing supplier of services similar to the Services is alleged to have effect as if originally made between Service Provider and that person (the **"Relevant Person"**), the following will apply:
- 26.3.1. Service Provider will within ten (10) business days of becoming aware of that effect or alleged effect notify the Customer;
 - 26.3.2. Customer will use reasonable commercial efforts, within ten (10) business days of being so notified, to find suitable alternative employment for and make an offer of employment to the relevant person;
 - 26.3.3. unless the offer is accepted and the Customer provides evidence to Service Provider that the offer has been accepted within fifteen (15) business days of the notification referred to under paragraph (a), Service Provider may terminate (or purport to terminate) the contract of employment of the relevant person.
 - 26.3.4. The Customer will indemnify and keep indemnified Service Provider against all losses, damages and liabilities arising from or related to:
 - i). such termination (or purported termination) of employment;
 - ii). the costs of employing the relevant person from the date of transfer or alleged transfer to the date on which his or her employment terminates;
 - iii). any claim by the relevant person in respect of any fact or matter to the extent that such claim concerns or arises from employment with the Customer or the termination of that employment;
 - iv). any claim by the relevant person in respect of which Service Provider incurs liability as a result of the operation of the Transfer Regulations;
 - v). any claim relating to the failure by any person to comply with information and consultation obligations under the Transfer Regulations.

- 26.4. If, on termination of this Agreement or on a successor providing the Customer with services similar to the Services (or some of them) in succession to the Service Provider, any contract of employment relating to any person engaged in providing the Services has effect or is alleged to have effect as if originally made between the Customer or the successor and that person (the “relevant person”), the following will apply:
- 26.4.1. Customer will within ten (10) business days of becoming aware of that effect or alleged effect notify Service Provider;
 - 26.4.2. Service Provider will use reasonable commercial efforts, within ten (10) business days of being so notified, to find suitable alternative employment for and make an offer of employment to the relevant person;
 - 26.4.3. unless the offer is accepted and the Service Provider provides evidence to the Customer and any relevant successor that the offer has been accepted within fifteen (15) business days of the notification referred to under paragraph (a), the Customer or the successor (whichever may be the transferee for the purposes of the Transfer Regulations) may terminate (or purport to terminate) the contract of employment of the relevant person; Service Provider will indemnify and keep indemnified the Customer and any relevant successor against all losses, damages and liabilities arising from or related to:
 - i). such termination (or purported termination) of employment;
 - ii). the costs of employing the relevant person from the date of transfer or alleged transfer to the date on which his or her employment terminates;
 - iii). any claim by the relevant person in respect of any fact or matter to the extent that such claim concerns or arises from employment with the Service Provider or the termination of that employment;
 - iv). any claim by the relevant person in respect of which Customer or the successor incurs liability as a result of the operation of the Transfer Regulations;
 - v). any claim relating to the failure by any person to comply with information and consultation obligations under the Transfer Regulations.

27. Variation

- 27.1. Subject to the terms of clause 2.3 and clause 2.4 no variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

28. Non-Solicitation

- 28.1. Neither Party shall, for the Term of this Agreement and for a period of one (1) year after its termination or expiry, employ or contract the Services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to this Agreement without the express written consent of that Party.
- 28.2. Neither Party shall, for the term of this Agreement and for a period of one (1) year after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

29. Third Party Rights

- 29.1. No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and any subsequent SOW

30. Notices

- 30.1. All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 30.2. Notices shall be deemed to have been duly given:
 - 30.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 30.2.2. when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or
- 30.3. In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

31. Entire Agreement

- 31.1. This Agreement contains the entire Agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 31.2. Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

32. Counterparts

- 32.1. This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

33. Electronic Signatures

- 33.1. Each Party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including email electronic signatures. Each Party agrees to sign this Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this Agreement as if signed by each party's manuscript signature.

34. Severance

- 34.1. In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that or those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

35. Dispute Resolution

- 35.1. The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement and Statement of Work through negotiations between their appointed representatives who have the authority to settle such disputes.
- 35.2. If negotiations under clause 35.1 do not resolve the matter within 14 calendar days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith

through an agreed Alternative Dispute Resolution (“ADR”) procedure.

- 35.3. If the ADR procedure under clause 35.2 does not resolve the matter within 30 business days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 35.4. The seat of the arbitration under clause 35.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 35.5. Nothing in this clause 35 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 35.6. The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this clause 35 shall be final and binding on both Parties.
- 35.7. Without Prejudice to clause 8.2 within this Agreement the Customer retains the right to replace the Supplier in the event the Dispute Resolution process as defined in Clause 35 does not resolve the dispute, and in doing so the Customer accepts all future liability for the replacement supplier.

36. Law and Jurisdiction

- 36.1. This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed exclusively in accordance with, the laws of England and Wales.
- 36.2. Subject to the provisions of clause 35, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

This Agreement has been duly executed by authorised officers of the Parties the day and year first before written

Signed
For and on behalf of **Customer**

Name

Position

Date xx January 2026

Signed
For and on behalf of **Service Provider**

Name

Position

Date xx January 2026

SCHEDULE 1 – Processing Personal Data (Data Processing Agreement)

1.1 The contact details of the Customer's Data Protection Officer are:

▪ XXXXXXXX

1.2 The contact details of the Service Provider's Data Protection Officer are:

- Caroline Moloney, Head of Technical Services, Merlin house, Langstone Business Park, Priory Drive, Langstone, Wales, NP18 2HJ, mob: 07801 240 780, email: caroline.moloney@de-novo-solutions.com

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of Controller for each Category of Personal Data	The Customer is Controller and the Service Provider is Processor The Parties acknowledge that in accordance with clause 13.1 of the Agreement and for the purposes of the Data Protection Legislation, Customer is the Controller and the Service Provider is the Processor of the Personal Data recorded below: Financial Data; People data; Payroll data, Supplier Data and IT data.
Duration of the Processing	From Commencement Date until dates specified in Statements of Work.
Nature and purposes of the Processing	To facilitate the fulfilment of the Service Provider's obligations arising under this Agreement including: i. Ensuring effective communication between the Service Provider and Customer ii. Maintaining full and accurate records of every Statement of Work arising under the Agreement iii. In respect of the deployment of a new Oracle ERP, HCM & Payroll System iv. In respect of technical support of Customer's Oracle Cloud system v. In respect of the provision of business process outsourcing payroll services
Categories of Data Subject	▪ Workforce Structures ▪ Person (Employee and Contingent Workers) ▪ Assignment ▪ Payroll ▪ Special Information Types ▪ Finance – Chart of Accounts ▪ General Ledger and All Sub-Ledgers ▪ Fixed Assets ▪ Supplier
Plan for return and destruction of the data once the Processing is complete	All relevant data to be deleted 7 years after the expiry or termination of this Agreement unless longer retention is required by Law or the terms of any Statement of Work arising hereunder
Details of Agreed Sub-Processors (including those outside the EEA)	“the Sub-Processor(s)”: de Novo Consulting Services Limited, de Novo Cloud Services Limited de Novo Consulting Services India Private Limited

	Including but not limited to: - Service Provider staff concerned with management of the Agreement. - Customer staff concerned with the award and management of Statements of Works awarded under the Agreement - Sub-contractor staff concerned with fulfilment of the Service Provider's obligations arising from this Agreement - Service Provider staff concerned with fulfilment of the Service Provider's obligations arising under this Agreement
Agreed method of Processing	The Sub-Processor(s), as sub-contracted and engaged by the Processor, via a configured Controller hosted Virtual Desktop, shall design a system within Oracle (Software as a Service). Phases where processing will take place to include: ▪ <u>Discovery (processing dummy data)</u> Initiate a project, as instructed by the Controller and Processor in respect of designing the system, having considered the overall architectural requirements of the program which will be accessible via the Design Stage Experience Laboratories (xLabs); ▪ <u>Design (processing dummy, anonymised or pseudonymised data)</u> Confirm the required design to meet the needs of the Controller through a series of xLabs, whilst documenting Key Design Decisions (KDDs) that are reviewed, agreed and approved ▪ <u>Build (including Unit Testing) (processing dummy, anonymised or pseudonymised data)</u> Commissioning the system, based on what is learned in Discovery, ahead of the first cycle of Design xLabs, and further enhancement to reflect the Key Design Decisions made at preceding xLabs. ▪ <u>Test (Systems Integration Testing) (processing real Personal Data)</u> Systems Integration Testing performed on the system built, involving a full end-to-end walkthrough of the system to ensure the design “hangs together” and operates as expected from a <i>functional</i> point of view. <u>Test (User Acceptance Testing and Process Cycle Testing) (processing real Personal Data)</u> Upon completed Systems Integration Testing, the Controller shall perform User Acceptance Testing to ensure that the system built satisfies the requirements agreed for operational suitability. This also involves a full end-to-end walkthrough of the system of ensure the design “hangs together” and operates as expected from an <i>operational</i> point of view. ▪ <u>Deploy to Production Environment (processing real Personal Data)</u> After successful User Acceptance Testing, the production environment will be enabled, full operational data migrated, and the system prepared for operational ‘Go Live’. ▪ <u>Support (processing real Personal Data)</u> After successful deployment to production environment and operational ‘Go Live’, the system is handed over to the Controller's managed services team to support.

	In order to facilitate the above, the following Security of Processing arrangements must be followed: a) The Controller shall be responsible for providing accurate data to the Processor and Sub-Processor via the Extract, Transform & Load (ETL) process. b) The Processor and Sub-processor, where specified, are to load the data into the system in accordance with the Controller's instructions, as set out in the Extract, Transform & Load process and relevant Statement of Works. c) The Processor is permitted to make changes to the Development Environment as required d) The Processor will be provided with clear instructions by the Controller, which are to be cascaded down to the Sub-processor. e) The Processor and Sub-Processor are to follow the Controller's Change Control Board when using Value as a Service to initiate and work within the Production and Test Environments, particularly where the Controller's Legacy Systems are affected. f) The Processor shall ensure that its staff and all Sub-Processor staff handle the personal data in accordance with the standards set out in ISO27001 (A.6.3. Information Security Awareness, Education and Training). The Processor shall ensure its employees and contractors receive in year educational updates on ISMS (ISO27001). All such personnel are required to re-certify / complete their Policy Pack annually (no later than the end of May each year). g) The Processor shall ensure that its Cyber Essentials and ISO27001 (ISMS 4.3) certifications will be expanded to include the Sub-Processor. The Processor is to be certified for Cyber Essentials and Cyber Essentials Plus globally. Annual renewal shall be performed each November. ISO27001 scope adjustment (4.3) to include the Sub-Processor which will be inspected during the year one surveillance audit by a certified UKAS external auditor. The Processor shall update the Controller on progress toward this. Certification with the new scope is estimated to be during Summer 2025. (NOTE: a precise date is unable to be defined at date of signature). h) The Processor and Sub-Processor must ensure that Controller Personal Data will not be taken outside of the Controller Environment, will not be stored/copied/retained on its own systems and shall maintain a Data Loss Prevention Policy, as part of the Processor ISMS, confirming the same; i) The Processor must work with the Controller to ensure that access controls are set up in accordance with Role-based Access Control including access to legacy data by certain roles for migration to the Oracle system as set out in the Security Management Plan / Statement of Works.
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SCHEDULE 2 – UK IDTA**XXXXXXXX IDTA consent for International Data Transfer Agreement (IDTA) / PII (Personal Identifiable Information) activities****Overview**

An additional consent agreement to the existing Oracle Fusion Support Agreement Contract to support International Data Transfer Agreement (IDTA) issued by Information Commissioners Office (ICO) for the transfer of Personal Identifiable Information (PII) between de Novo Consulting Services Limited (trading as de Novo Solutions) (Lead processor – IDTA data exporter) and de Novo Consulting Services India Private Limited (Sub-processor – IDTA data importer) on behalf of XXXXXXXX (Data Owner).

This consent IDTA / PII agreement means that de Novo India will be interacting with XXXXXXXX data from outside EU

Parties

- **Data Owner / Data Controller (Client):** XXXXXXXX (Data Owner)
- **Lead Processor / Data Exporter (IDTA):** de Novo Consulting Services Limited (trading as de Novo Solutions)
- **Subsidiary Processor (Sub-Processor) / Data Importer (IDTA):** de Novo Consulting Services India Private Limited (trading as de Novo Solutions)

Supplementary Information - Additional terms, conditions or provisions:

1. XXXXXXXX (Data Owner) must satisfy themselves as to the accuracy of the information provided in this consent agreement prior to signing.
2. This consent agreement supports and is supported by relevant clauses identified within the Agreement, specifically Clause 13 and Schedule 1.
3. A wider definition of Type of Personal Data is given in the International Data Transfer Agreement (IDTA), Transfer Risk Assessment (TRA), and Internal de Novo Data Processing Agreement (DPA) documents that support this consent agreement.
4. Term consent agreement shall commence in line with Commencement Date of the Agreement and continue until terminated.
5. Termination of consent Agreement: Either party to include XXXXXXXX may terminate this Agreement in writing with a 90 days' / 3 month notice period if a party within those listed above breaches its obligations hereunder and fails to cure such breach within a reasonable period to an acceptable standard.

Data processor / sub processor compliance related notes:

1. ISO27001:2022 compliance: de Novo Consulting Services Limited (trading as de Novo Solutions) holds a valid certification for ISO27001:2022 Information Security Management System (ISMS). The certificate and certificate appendix defines the site scope that spans two UK sites to include remote working and one Indian site to include remote working. de Novo Consulting Services India Private Limited is obligated to operate in accordance with the certification as per ISMS Scope Clause 4.3 and Statement of Applicability (SOA) – the certification has been issued by Perry Johnson Registrars is valid until 4th July 2027
2. ISO27001:2022 compliance: de Novo Consulting Services India Private Limited shall maintain and adhere to PII practices that respect the ISO27001:2022 ISMS standard as established by de Novo Consulting Services Limited (trading as de Novo Solutions)
3. ISO27001:2022 compliance: de Novo shall ensure that persons (de Novo UK or de Novo India) has been screened prior to interacting / handling the data owner (XXXXXXXXX) sensitive data / information as (ISMS A.6.1 - Screening), persons at de Novo UK or India) to work remotely as per (ISMS A.6.7 - Remote working) in a responsible manner from a suitable secure/safe (non-public space when handling PII Personal Identifiable Information) and operating their de Novo (whichever geographic location / role) in accordance with training provided as (ISMS A.6.3 - Awareness, Education and Training) – on an annual basis as a ‘Policy Pack’ elements extracted from selected ISO27001:2022 Clauses and Annex A Controls (spanning Organisational / People / Physical / Technological) – Education is updated / renewed as appropriate within the calendar year, Subject to de Novo Internal Auditing activities (ISMS Clause 9.2 – Internal Audit) and (ISMS Clause 10 Continual improvement)
4. Technical and organisational measures: de Novo Consulting Services India Private Limited shall operate appropriate technical and organisational measures to ensure the security and confidentiality of Personal Identifiable Information (PII), including but not limited to governance structures, access management controls, and regular internal ISMS audits to which de Novo UK and de Novo India will both participate with equal levels of responsibility in adhering to ISO27001:2022
5. Data breach or suspected data breach relating to PII data: de Novo (any part of) shall report within 24 hours to the data owner any data breach or suspected data breach of PII (Personal Identifiable Information) related to the data owner’s cloud service using the internal de Novo CODEX incident reporting system so that the data owner can be informed
6. Sub-processing authorisation: de Novo Consulting Services Limited (trading as de Novo Solutions) does not authorise de Novo Consulting Services India Private Limited to engage or instruct any additional sub-processors under this agreement

Data owner obligations – Oracle Cloud (de Novo assumptions / expectations of XXXXXXXXX)

de Novo expects the data owner (XXXXXXXXX) organisational data and information security specialists – e.g. DPO (Data Protection Officer), CISO (Chief Information Security Officer) or other such senior persons e.g. Oracle Cloud System Administration Officer in charge of data and information to fully review, consider and apply any and all relevant PII (Personal Identifiable Information) controls / tools that are provided / or made are available by cloud vendor (Oracle)

de Novo expects the data owner (XXXXXXXXX) to be equally invested in the importance of effective data and information security measures and specifically regarding PII (Personal Identifiable Information) and so employs and remains apprised of the latest developments and advances in relevant Oracle Cloud services pertaining to PII such as (but not limited to):

'Data Masking'	'Advanced HCM Controls'
'Role Based Access Controls',	Location Based Access Controls,
'Risk Management and Compliance'	

The data owner (XXXXXXXX) is requested to declare to de Novo at the time of client onboarding or service initiation (or at any point thereafter) their existing approach to information security in the context of PII.

Transparency between the data owner (XXXXXXXX) and de Novo is essential so that both parties can risk assess landscape and ensure the services to be provided by de Novo remotely (de Novo India and / or de Novo UK) are following designated / agreed protocols when accessing sensitive identifiable information across the implementation (Project Delivery) or Managed Services / Support (Value as s Service™ (VaaS™) journey.

Signatures

In witness whereof, the parties hereto have caused this existing Oracle Fusion Support Agreement Contract to be executed by their duly authorised representatives.

XXXXXXXX (Data Owner)

Signature:

Name:

Title:

Date: xx mmm 20yy

de Novo Consulting Services Limited (trading as de Novo Solutions)

Signature:

Name:

Title:

Date: xx mmm 20yy

SCHEDULE 3 – CHANGE REQUEST FORM

Project Details

Project Client	
Project ID	
Project Name	
Prepared by	
Version	
Date	
Change Request ID (from CR Log)	

Change Information

Stream				
Phase				
Description				
Justification				
Scope Impact				
Schedule Impact				
Quality Impact				
Resource Impact				
Budget Impact				
Other Impact(s)				

Approval Signatures

	Client	Supplier
Signature		
Name		
Title		
Organisation	XXXXXXXX	de Novo Solutions
Date		

By signing this document, the signees above indicate an understanding of the purpose and content of this document and that, by signing this document, they agree to this Change Request.

STATEMENT OF WORK TEMPLATE

DATED: dd mmm 20yy



<TITLE>

STATEMENT OF WORK

REFERENCE: <ID>

Version: 0.1

STATEMENT OF WORK TEMPLATE

THIS STATEMENT OF WORK (“SOW”) is made and entered into upon the dd mmm 20yy;

BETWEEN:

1. **DE NOVO CONSULTING SERVICES LIMITED** trading as **DE NOVO SOLUTIONS** (and referred to as “de Novo Solutions” or “de Novo”) a company incorporated in England & Wales with registration number 12686607 whose registered office is at Merlin House, Langstone Business Park, Priory Drive, Langstone, Wales, NP18 2HJ (the “**Service Provider**”);

And

2. **XXXXXXXX, (“XXXXXX”)** a company limited registered in England under registered number **XXXXXXXX** and whose registered office is at **XXXXXXXX** (the “**Customer**”);

The above named shall collectively be known as “**Parties**”, and each a “**Party**”.

WHEREAS:

- (A) The Parties have entered into a Master Services Agreement (the “**Agreement**”) for the provision of digital transformation implementation, support and business process outsourcing utilising Oracle Cloud (“**the Services**”) by the Service Provider to the Customer dated dd mmm 20yy.
- (B) The Customer wishes to instruct the Service Provider to provide the Services (and the Service Provider wishes to provide the Services) on the terms and conditions of this Statement of Work (“**SOW**”) and the terms and conditions of the Agreement.

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

- 1.1. In this SOW, unless expressly stated to the contrary, all defined terms shall have the meaning set out in the Agreement.
- 1.2. This SOW expressly incorporates the terms of the Agreement.
- 1.3. The SOW alongside the Agreement is the contractual mechanism between the Parties for delivery of the Project as stated.

STATEMENT OF WORK TEMPLATE

This SOW consists of two Parts. Part A contains the Customer's Service Requirements and Part B contains the Service Provider's Service Descriptions.

PART A: CUSTOMER'S SERVICE REQUIREMENTS

2. Introduction

- 2.1. The Project is for the "XXXXXXX" enabling the digital transformation of the Customer's Corporate Services....
- 2.2. The Commencement Date is dd mmm 20yy.
- 2.3. The End Date is dd mmm 20yy or will end upon completion of the Services under this SOW. The SOW will also be terminated if terminated in accordance with the MSA.
- 2.4. The Term of this SOW is from the Commencement Date to the End Date.
- 2.5. The Service Requirements under Part A of this SOW are documented by the Customer's original ITT titled "XXXXXXX".
- 2.6. The Service Provider acknowledges the Service Requirements under Part A of this SOW comprise the requirements the Customer is seeking from the Project delivering the outcomes as outlined in Part A Clause 3.
- 2.7. Unless different Service start dates are expressly identified in the Service Provider's Project Plan for any applicable parts of the Services, the services will commence on the Commencement Date of the SOW.
- 2.8. The Service Provider will fulfil:
 - 2.8.1. the services, functions, responsibilities, requirements and deliverables (as the same may evolve during the Project including adding, removing, supplementing, enhancing, modifying and/or replacing any services and/or activities or deliverables in accordance with this SOW or as otherwise approved by the Customer in accordance with the Change Request Process, from time to time) as specified in Part A (Customer's Service Requirements) of this SOW and the relevant Schedules and appendices of the SOW;
 - 2.8.2. any incidental services, functions, responsibilities, requirements and deliverables not specified in the SOW as within the scope of Service Provider's responsibilities but that are reasonably and necessarily required for, or related to, the proper and timely performance and provision of the services, functions, responsibilities, requirements and/or deliverables set out in Paragraph 1.3 above;
 - 2.8.3. any services, functions, requirements, responsibilities and/or deliverables agreed pursuant to the Change Request Process; and
 - 2.8.4. subject to Paragraph 1.10 below, the services, functions, responsibilities, requirements and deliverables that the Service Provider will carry out as specified in Part B (Service Provider's Service Descriptions) of this SOW.

STATEMENT OF WORK TEMPLATE

- 2.9. The Service Provider will meet and fulfil all of the Services Requirements in this Part A (and the Customer confirms that the Service Provider solution set out in Part B of this SOW meets and fulfils the Service Requirements in this Part A unless specifically stated by the Service Provider), as the same may evolve during the Project, as they may be supplemented, enhanced, modified or replaced in accordance with this SOW, but excluding any services, responsibilities or functions that are expressly identified in this SOW as the Customer's responsibility or a third party's responsibility.
- 2.10. If there is any conflict between the provisions of Part A of this SOW and the provisions of Part B of this SOW, the provisions of Part B of this SOW shall prevail.

2. Project Background

2.1. <Explanation of the project background>

3. Project Outcomes

3.1. The project outcomes are outlined in the table below:

Nos	Description
#001	
#002	
#003	
#004	
#005	

STATEMENT OF WORK TEMPLATE

4. Scope of Services

- 4.1. The Parties have determined the way forward to deliver the Project through an initial set of x (xxx) distinct Work Packages as follows, with the detailed Scope outlined in further detail in the corresponding Appendix listed:

ID	Work Package	Objective	Scope	Deliverables
WP01				
WP02				
WP03				
WP04				
WP05				

Optional Work Package(s)

ID	Work Package	Objective	Scope	Deliverables
WP0x				

- 4.1.1. The Customer requires the Service Provider to complete the Project in line with the Parties agreed revised approach as outlined in PART B of this SOW.
- 4.1.2. The Customer expects to work collaboratively with the Service Provider to ensure the new end-to-end business processes function correctly and enable the new XXXXXXXXX Service to operate effectively and efficiently.
- 4.2. The Customer requires the Service Provider to complete the Project in line with the Parties' agreed revised approach underpinned by the following principles:
- The objective is to deliver all the listed Work Packages that comprise the Project over the Term of the Contract; plus any additional Work Packages that are identified by the Customer through the Change Control Process
 - The overriding objective is to deliver an end-to-end solution that meets the Customer's Acceptance criteria
 - Customer will "adopt, not adapt" Oracle functionality and accepts it will need to change its existing back-office enterprise business processes and operations accordingly.
 - Each Key Design Decision ("KDD") should be accepted at the point it is deemed sufficiently agreed by both Parties that the Project can move forward
 - The scope of the system deployed through this SOW will only include those ...
 - XXXXXXXXX
- 4.3 Service Provider implementation activities will include:
- Attendance and representation in Customer Governance of the project and support of the Customer Project Manager
 - Provision and adherence to a Customer approved security and access controls paper documenting how the Service Provider will manage Customer data throughout the contract; please refer to clause 20 Customer Data Handling
 - Design, Build and System Testing of all deliverables within each Work Package
 - Design, Build and Systems Integration Testing of the interfaces specified in Part B
 - Management of all the Customer's Oracle Cloud environments with Oracle Corporation during the implementation
 - Training of Customer staff via participation in User Acceptance Testing ("UAT")
 - Management, support and execution of the Customer (including defect fixing) during UAT and Payroll Comparison Testing ("PCT")
 - Data Migration transform and load activities to migrate the necessary data from the Customer's legacy systems to the agreed quality and definitions. Where data cleansing is required, that cannot be undertaken via agreed and approved data migration mapping rules, the Customer and / or the Customer's current Payroll Service Provider will need to undertake the cleansing within the source production system.
 - Management of the functional and technical configuration activities required to deploy the Customer's Production Cloud instance
 - Handover to the existing Value as a Service™ (VaaS™) managed services operation for the on-going functional and technical support of the system

4.4. **<OPTIONAL>** Service Provider support activities include:

- Provision of 3rd level support activities for the implemented Oracle modules from the point of go-live Monday to Friday 8:00 am to 18:00 pm (excluding Public Bank Holidays in England & Wales) as part of the existing BAU support model
- The raising and management of any Service Requests (SRs) that require to be raised with Oracle Corporation during the project's lifecycle
- Provide impact assessments (IAs) and support acceptance of patches and upgrades of Oracle ERP, HCM & Payroll Cloud modules during the full project's lifecycle
- Provide capability to undertake agreed changes, such as implementation of new functionality that the Customer has requested via the Change Request Process on an ongoing basis for the contract term
- Provide an additional education and training capability via the Change Request Process on individual Oracle Cloud modules and processes as and when required

4.5. The Customer shall retain responsibility for:

- The internal design and deployment of the Customer's Target Operating Model based upon the functionality provided by the Oracle Cloud application modules deployed including integration with the Service Provider's BPO Payroll Service
- Identification of business units (including Head Office) to be used in the pilot deployment
- Determination of the rollout approach post-pilot period
- All commercial activities between the Customer and its 3rd Party Service Providers
- Provision of Customer SMEs to support UAT and PCT, including access to personnel within the Pilot sites
- All related technical enterprise infrastructure and networking wide activities; including providing secure connection to the Oracle Cloud
- All security information assurance activities in line with the Customer's policies, procedures and protocols
- All data cleansing activities relating to the identified and agreed data to ensure the Oracle Cloud modules can function correctly from go-live
- Data extraction of the identified and agreed data from Customer legacy systems for migration into the Oracle Cloud instance and reconciliation of said data once loaded.
- The sign-off of the configured solution at the end of UAT and PCT and acceptance into Production service
- All business change activities both internally across the organisation and externally with their Service Providers where the solution has an operational impact
- Provision of Level 1 and 2 support activities as part of the business-as-usual the agreed hybrid support model

Timescales

4.6. The Customer in conjunction with the Service Provider and within reason will agree to the timetable as outlined in PART B of this SOW (12. Timeline) for the delivery of the Project.

4.7. The Customer acknowledges and accepts that detailed planning will be undertaken as part of the "Preparation" stage of each Work Package, and this may have an impact on the indicative timelines proposed in PART B of this SOW (12. Timeline).

- 4.8. The Customer requires the Service Provider to provide Oracle Cloud Business Support from the point of any given Work Package go-live.
- 4.9. Any additional related Work Package identified during the term of the Contract will be appended to this SOW via the agreed Change Control Process.

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PART B: SERVICE PROVIDER SERVICE DESCRIPTIONS

5. Introduction

- 5.1. Part B describes how the Services provided by the Service Provider will comply (or not) with the Service Requirements set out in the Customer's original ITT titled "XXXXXXXXXX".
- 5.2. The Service Provider will use commercially reasonable efforts to provide the Services without any disruption to the Customer and its Users, save as otherwise set out in the SOW.
- 5.3. The Service Provider shall supply the Services to meet the Customer's Service Requirements during the Business Day.
- 5.4. The detailed provisions of the Service Provider Solution to fulfil the Customer Service Requirements in the ITT cited in Clause 4 is set out below.

6. Overall Solution Approach

- 6.1. <Add description>

7. Overview - Implementation Services

- 7.1. The Service Provider's Odyssey™ approach is a comprehensive blueprint solution as well as an end-to-end holistic service wrap designed to specifically deliver, deploy, and provide on-going support for Oracle Cloud applications in the evolving context of the experience economy.

7.2. Odyssey™ - Blueprint

- 7.2.1. The implementation approach is based upon the key design principle of "adopt, not adapt". That is, the Customer will adopt Oracle Cloud standard functionality and amend its business processes accordingly with any deviation captured as a 'gap' to be reviewed and an appropriate, acceptable solution determined.
- 7.2.2. Odyssey™ is the Service Provider's blueprint for XXXXXXXXX. The blueprint consists of a collection of artefacts including, but not limited to, Experiences (Persona digital journeys), Process Maps, Configuration Items, and Functional System Test Scripts. The Customer has advantage in that the blueprint can be deployed "as is" (i.e. a "template") or used as a starting point to accelerate delivery (i.e. an "accelerator").
- 7.2.3. The blueprint does not cover all areas of the Oracle Cloud footprint and is constantly being enhanced and extended. This is to accommodate the evolution of both the Oracle Cloud solution, and any industry related regulatory requirements. The Service Provider exercises reasonable endeavours only to keep the blueprint up to date as far as possible.
- 7.2.4. For functionality that cannot be provided directly out of the Oracle Cloud or through the Odyssey™ blueprint, the Customer Service Provider will work collaboratively with the Customer to determine the most appropriate solution to meet the requirement.
- 7.2.5. The Odyssey™ blueprint comprises:
 - Architecture
 - Personas – supporting the Target Operating Model (TOM)
 - Security Matrix – security model for roles and responsibilities

- Experiences – experiences are assembled based around users' Personas and comprise one or more of the underlying business processes
- Business processes – these are standard pre-defined business processes that deliver leading practice with Oracle Cloud
- Interfaces (Customer specific)
- Reports as provided OOTB by Oracle Cloud

7.2.6. The Odyssey™ taxonomy comprises 4 levels:

- Level 1 – Service Line (aligned to Target Operating Model)
- Level 2 – Service Line Department (aligned to Target Operating Model)
- Level 3 – Services
- Level 4 – Process Maps (Odyssey™ system process maps)

7.2.7. Level 3 Services comprise multiple Level 4 Process Maps. The Level 4 Process Maps are used as the underlying building blocks for the Odyssey™ Experiences.

7.2.8. The Service Provider in collaboration with the Customer will provide an acceptable solution for ALL integrations listed in this SOW under clause 15.

8. <OPTIONAL> Overview – Payroll Business Process Outsourcing (BPO)

8.1. The Service Provider's Payroll BPO service is operated from Langstone, Newport, Wales and is a new service specifically designed using Oracle Cloud and ServiceNow technology, based upon the Odyssey™ blueprint.

8.2. The Service Provider will scope the Payroll BPO service to be provided to the Customer as part of the engagement thereby ensuring there are no gaps in the service specification.

8.3. The Service Provider's Payroll BPO offering is heavily automated and maximises the use of digital functionality provided by Oracle Cloud and ServiceNow. The service leverages artificial intelligence by default.

8.4. The primary communication mechanism between the Customer's employees and the Service Provider's BPO Payroll service is through ServiceNow Customer Service Management (CSM) portal. The BPO portal is an extension of the existing Value as a Service™ managed service for the technical support element of the solution. Response and resolution of incidents and queries will be based on defined and agreed SLAs.

8.5. The Service Provider will provide clear documentation regarding the role and responsibilities between Customer and Service Provider regarding the Payroll BPO service delivery. This will be further contracted in a separate SOW specifically for this service.

9. <OPTIONAL> Overview – Value as a Service™

9.1. Value as a Service™ (VaaS™) is the Service Provider's solution to the Customer's on-going requirement for technical managed service support. It acts independently of the Service Provider's BPO Payroll service.

- 9.2. VaaS™ is based upon having a long-term collaborative partnership with the Customer, which is used to derive strategic value from their investment in Oracle Cloud. Consequently, the Service Provider needs to continuously understand the Customer's aspirations and business plans, in order that it can align functional innovation delivered to potential value releasing opportunities.
- 9.3. VaaS™ comprises two elements. It is based upon a hybrid support model and is delivered in collaboration with the Customer, who is responsible for providing Level 1 (initial point of contact, handling and resolution of basic issues such as login problems) and 2 (handling and resolution of more complex issues such as reports not returning data) supporting functions.
- 9.4. VaaS™ Level 3 support is provided by the Service Provider and uses a combination of onshore and offshore resources, based at the Service Provider's secure offshore delivery centre in Chennai, India.
- 9.5. The Service Provider's business support service offering has already been contracted for by the Customer.
- 9.6. The Customer has approved and authorised the use of the Service Provider's offshore resource for technical activities to deliver the Project and provide managed business support services in Schedule 2 of the Agreement, whilst observing the approved IDTA policies

10. Implementation Team – Core Team

- 10.1. The Service Provider commits to the Customer the following named individuals to provide the Services. These individuals are considered critical to the success of the project.
- 10.2. The Service Provider has also provided named Deputy / Substitutes as a pro-active risk mitigation action in the event a member of the primary team becomes unavailable.
- 10.3. The Service Provider reserves the right that if a member of the primary team becomes unavailable due to circumstances beyond its control, then the Customer allows the Service Provider to provide a substitute of the same level and experience as to ensure any impact to the project is minimised.
- 10.4. Any costs incurred replacing Service Provider resource will be met in full by the Service Provider.
- 10.5. The Service Provider through the Implementation Plan will provide visibility to the Customer of all resources and their roles that are to be used on the project.
- 10.6. Service Provider key named resource together with their Role(s), Responsibilities and Deputy for the duration of the project:

Name	Role	Responsibility	Deputy (Substitute)
	Executive Sponsor (Governance)	- Champions the project and sustains organisational priority for the project - Resolves Service Provider resource conflicts and acts as first point of escalation for Project Manager	

Name	Role	Responsibility	Deputy (Substitute)
		- Provides strategic vision for the project and advice on governance and risk mitigation - Attends Steering Committee/meetings with Sponsor to provide status on issues or escalations raised by the project management	
	Project Director	- Responsible for the creation and delivery of the technical implementation plan in liaison with Customer Project Manager - Responsible for creation and delivery of Risk & Issue log; Change Log; and Dependency Log in liaison with the Customer PM - Oversight and organisation of all Service Provider delivery resources to ensure completion - Liaison with Oracle Customer Success Manager	
	Enterprise Architect	- Oracle design authority for entire solution and associated architecture - Support Service Provider and Customer Project Managers throughout project, specifically in the discovery and solution design stages - Supports communication of status, issues and scope changes to the Project Manager and other stakeholders in timely manner - Design assurance (internal) over the extension of the blueprint for Oracle Payroll Cloud in a BPO configuration - Prime liaison point for all technical queries relating to the cloud architecture - Maintain relationship with Oracle COE and Oracle Support	
	Solution Architect – Payroll & HCM	- Oracle design authority over their designated functional area - Preparation of design deliverables and adherence to agreed governance and acceptance procedures - Support consultants with functional aspects around data migration, reporting, integration and letters - Support Customer Project Manager ensuring end-to-end delivery of the design is undertaken - Supports communication of status, issues and scope changes to the Project Manager and other stakeholders in timely manner - Ensures consortium assets and blueprints are deployed correctly - Design assurance (internal) over the extension of the blueprint - Review of SIT scenarios and support resolution of testing defects across SIT, UAT and PCT - Supports cutover to Production	
	Solution Architect (Technical)	- Responsible for Data Migration, Integrations, Reporting, and Security - Supports the specification of deliverables - Develops the technical components of the Oracle solution and performs unit testing of the same	

Name	Role	Responsibility	Deputy (Substitute)
		• Supports the resolution of major defects • Assists in issue resolution and escalation • Supports communication of status, issues and scope changes to the Project Manager and other stakeholders in a timely manner. • Works with the functional and testing team in addressing unit test issues and ensuring complete quality migration • Supports Customer after Go-Live according to the post go-live agreements by identifying any data related issues, providing a root cause, and possible fix. • Prepares deployment documentation for the technical components	
	Test Manager	• Test Approach design • Management of SIT • Management of UAT • Management of PCT • Triaging of defects and assigning priority and co-ordinating testing resources • Reporting of testing progress to the Project Manager • Completion of Test Report at end of each test phase • Agreement with Customer on test phase exit criteria	
	VaaSTM-Service Delivery Manager	• Oversees transition to managed services operation • Ensures Customer-Service Provider business processes for incident, problem and change management are in place and agreed • Provision of supply side Service Management function	

10.7. Customer named key resource together with their Role(s), Responsibilities and Deputy for the duration of the project

Name	Role	Responsibility
	Senior Responsible Officer (SRO)	• Customer Executive responsible for overall programme delivery • Provides direction on key issues, policy, strategic direction & guidance on the program risk • Approves strategic changes to project scope • Meets regularly to review project status (frequency defined in the project initiation document) • Resolves strategic issues and conflicts and ensures decisions are made in a timely manner • Maintains communications with project management team
	Programme Manager	• Acts as the recognised lead of the project across the Customer organisation and as the main conduit between the project team and the rest of the business • Overall responsibility for delivering the project to scope, plan, budget & quality • Ownership of the Project Plan (day-to-day management of the plan will be the responsibility of the Project Manager) • Works closely with the Customer Project Manager to track progress and identify any risks and issues

Name	Role	Responsibility
		- Proactive resolution of project risks, issues and dependencies in conjunction with the Project Manager, including timely escalation to SRO and Steering Committee - Acts as decision maker on key design decisions, ensuring that the solution is in line with Customer Federations' strategic objectives - Overall responsibility and ownership of the relationship with the software vendor (Oracle) and the Service Provider - Responsible for ensuring that the project's resource requirements, including the business, are clearly defined and met at all times, anticipating changes to requirements and escalating any resource-related risks and issues - Hosts project governance forums (e.g. Steering Committee) - Day-to-day point of contact with the Service Provider Project Manager and Solution Architect to monitor progress against the plan Responsible for day-to-day management, tracking and reporting against the project plan, scope and budget, working closely with the Customer Programme Manager to track progress and identify any risks and issues - Creation and maintenance of the Programme Project Plan - Proactive project planning, coordination and execution along with Service Provider Solution Architect and Service Provider Project Manager - Owner of the Risk & Issue Register - Proactive management and resolution of project risks, issues & dependencies, including timely escalation to relevant stakeholders (e.g. Project Lead) - Co-ordination of project resources, ensuring appropriate prioritisation of activities across workstreams, escalating issues to Project Lead as necessary - Facilitates project governance forums (e.g. Steering Committee meetings) - Cooperation with the project Change Manager and Test Manager to provide oversight over change management and testing activities
	Business Change Manager	- Define business change approach and develop guidance/templates - Lead, plan, manage and implement the change effectively - Ensure transition is managed effectively - Identify business benefits and ensure appropriate mechanism in place to monitor - Ensure appropriate documentation and sign off for all change deliverables. - Understand and address the concerns around change for an area - Work with the Business to mitigate against resistance to change. - Provide overall change progress report and flag issues.
	Data Managers	- Spanning all areas (Finance, HR, Payroll and Procurement) and all relevant systems, ensure safe data migration of relevant data from current state systems to target state systems, responsible for securing DPIA's - Define and own detailed, end to end data migration and test plans - Key aspects include: defining, extracting and verifying current data; analysing, documenting and cleansing current data; reconciling the data, documenting target data to form an integral part of the Customer's Data Architecture - Work closely with the Customer Programme Manager to track data related progress and identify any risks and issues, including timely escalation to relevant stakeholders - Liaising with Customer SMEs as reference points as and when required - Contribution to governance forums and key workshops

Name	Role	Responsibility
		Understanding of the target solution's data architecture, including management of data interdependencies in conjunction with the Functional Data Analysts
	Customer Subject Matter Experts (SPOC and SME)	- Work with the Service Provider team and impart knowledge of the current business - Review and agree project deliverables that the Service Provider team produce, with ultimate sign-off provided by Project Lead - Work with Service Provider to resolve issues in timely manner - Undertake business reconciliation of migrated data to ensure the migration is correct at each planned test cycle (formal and informal) - Test business scenarios in testing phases - First and Second line of hybrid managed services support model after Go-Live - Receive knowledge transfer during the project and train end users if necessary - One resource each from HR and Payroll will act as a Single Point of Contact (SPOC) with Service Provider to help address questions arising in their functional area; the SPOC will also draw on other SMEs where additional inputs is required

11. Implementation Plan

- 11.1. The Service Provider will create a detailed implementation plan for the Project in Microsoft Project (MSP).
- 11.2. The implementation plan will look to minimize the risk of delivery.
- 11.3. The Customer and Service Provider agree that the contents outlined in Section 24 are all viable Change Requests allowed to be raised under this SOW if deemed required. This list is not considered exhaustive.
- 11.4. Both Parties agree to take a reasonable and pragmatic approach, especially regarding external events that are beyond both Parties' control.

12. Timeline

- 12.1. The following high-level schematic provides the outline for the delivery of WP01-WPxx:

<Insert Project Plan High Level Roadmap Schematic>

- 12.2. Detail planning will be undertaken as part of the "Preparation" stage for each Work Package and delivery timelines finalised and baselined.
- 12.3. Business Support is to be in-place from the point of any given module go-live.
- 12.4. Both Service Provider and Customer agree and accept that the proposed implementation roadmap regarding phasing and delivery will be subject to change until detailed planning has completed as part of the SOW.

13. Assumptions

- 13.1. The following list of assumptions has been identified as part of determining the Implementation Services Project and the Service Provider associated cost of delivery.
- 13.2. If a planning assumption is incorrect then the Service Provider, working alongside the Customer, will amend the plan accordingly in-line with agreed Change Control procedures, which may require an uplift to the agreed charges and/or delivery timescales.

Id	Type	Description
HFA001		
HFA002		
HFA003		
HFA004		
HFA005		

14. Dependencies

- 14.1. The following dependencies have been identified as part of determining the Implementation Services Project and the associated Service Provider's cost of delivery.
- 14.2. If a Customer dependency is incorrect and/or not met then the Service Provider, working alongside the Customer, will look to amend the plan accordingly in line with agreed Change Request Process, which may require and uplift to the agreed charges and/or delivery timescales.

ID	Description	Owner
HFD001		
HFD002		
HFD003		
HFD004		
HFD005		

15. Deliverables Product Matrix

- 15.1. The Service Provider will undertake the following deliverables as part of the Project.
- 15.2. Both Customer and Service Provider acknowledge the deliverables list will be refined as the detailed project plan evolves, however no material change to deliverables is expected.
- 15.3. A detailed plan will be issued within 10 days of the Agreement and the supporting SOW being signed.
- 15.4. Critical milestones are identified in the table below against a deliverable with “Y”; Critical milestones will only be amended with agreement of both Service Provider and Customer.
- 15.5. Stage Gates are used as part of the project governance and review framework. They divide each workstream into distinct phases, separated by "gates" (aka checkpoints) where progress is formally reviewed and decisions are made on whether to proceed, modify, stop, or close the workstream. This structured approach helps reduce risk, ensures alignment with business goals, and improves project outcomes by providing key stakeholders with information to make informed decisions at strategic points in the workstream lifecycle.

Work Package X (WP0x): Implementation

Preparation

Activity	Critical Milestone	Deliverables	Type	Delivered by	Supported by
Statement of Work	Y	SOW Signed Off by Parties	Document	Service Provider	Customer
Programme Governance		Project Board Meetings	Meeting	Customer	Service Provider
		Design Authority Meetings	Meeting	Service Provider	Customer
		Design Authority Decision Log	Document	Service Provider	Customer
		Change Control Board meetings	Meeting	Customer	Service Provider
		Change Control Board Decision Log	Document	Customer	Service Provider
		Weekly PM Meetings	Meeting	Customer	Service Provider
Mobilisation		Mobilisation		Service Provider	
Programme Planning		Detailed Functional Project Plan	Document	Service Provider	Customer
		Detailed Business Project Plan	Document	Customer	Service Provider

Activity	Critical Milestone	Deliverables	Type	Delivered by	Supported by
Project Setup		Transition Plan (Draft)	Document	Service Provider	Customer
		Environment Plan	Document	Service Provider	Customer
		RAID Log	Document	Service Provider	Customer
		Change Control Log	Document	Service Provider	Customer
		Service Provider Budget Tracker	Document	Service Provider	Customer
		Jira Setup and Training	Task	Service Provider	Customer
		Principles of Design (PoD)	Document	Customer	Service Provider
		Testing Approach (including Acceptance Criteria)	Document	Customer	Service Provider
		Change Approach (Transformation Approach)	Document	Customer	Service Provider
		Data Approach (including Data Migration)	Document	Customer	Service Provider
		Integrations Approach	Document	Customer	Service Provider
		Reporting Approach	Document	Customer	Service Provider
SP Status Reports		Weekly Progress Report	Document	Service Provider	
Programme Kick Off Meeting	Y	Kick-off Meeting and Presentation	Document	Customer	Service Provider
Entry Stage Gate	Y	Governance Complete (Relevant Parts)	Certificate	Customer	Service Provider
Determine and Document Payroll Service Specification		Payroll Service Specification: Service Classes and Roles & Responsibilities	Document	Service Provider	
Service Spec Gap Analysis		Service Specification Gap Analysis	Document	Service Provider	Customer
Pilot Success Criteria		Acceptance Criteria	Document	Service Provider	Customer
Revised BPO Technical Architecture		Technical Architecture: Oracle Payroll Cloud; Service-Now CSM; Operational Reporting; Analytics Dashboards; Security (ID Verification); Enterprise Arch.	Document	Service Provider	
Review of KDDs made to date		Initial High-Level Design (HLD)	Document	Service Provider	Customer
Identify outstanding KDDs to support build	Y	Initial High-Level Design (HLD)	Document	Service Provider	Customer
Document Testing Approach		Testing Approach – SIT, UAT and PCT	Document	Service Provider	Customer
Document Data Migration Approach		Data Migration Approach	Document	Service Provider	Customer
Determine Data Migration Extracts		Data Migration Template	Document	Service Provider	Customer
Reset Environment		Clean Environment	Task	Service Provider	

Activity	Critical Milestone	Deliverables	Type	Delivered by	Supported by
Build based on initial HLD		Build Initial Payroll Design	Task	Service Provider	
Config Snapshot Backup		Config Snapshot Backup	Task	Service Provider	
Exit Stage Gate	Y	Preparation Complete	Certificate	Customer	

Playback

Activity	Critical Milestone	Deliverables	Type	Delivered by	Supported by
Entry Stage Gate	Y	Preparation Complete	Certificate	Service Provider	Customer
Solution Playback Preparation 1			Task	Service Provider	Customer
Deliver Solution Playback Workshop 1		Workshop 1 – Plan the Workforce	Task	Service Provider	Customer
Solution Playback Preparation 2			Task	Service Provider	Customer
Deliver Solution Playback Workshop 2		Workshop 2 – Joining the Workforce	Task	Service Provider	Customer
Solution Playback Preparation 3			Task	Service Provider	Customer
Deliver Solution Playback Workshop 3		Workshop 3 – Managing the Workforce	Task	Service Provider	Customer
Solution Playback Preparation 4			Task	Service Provider	Customer
Deliver Solution Playback Workshop 4		Workshop 4 – Rewarding the Workforce	Task	Service Provider	Customer
Solution Playback Preparation 5			Task	Service Provider	Customer
Deliver Solution Playback Workshop 5		Workshop 5 – Leaving the Workforce	Task	Service Provider	Customer
Complete Final Build		Configuration Workbook	Document	Service Provider	
Exit Stage Gate	Y	Build Complete	Certificate	Service Provider	Customer

Testing & Payroll Assurance

Activity	Critical Milestone	Deliverables	Type	Delivered by	Supported by
Entry Stage Gate	Y	Playback Complete	Certificate	Service Provider	Customer
Build SIT		SIT Environment	Task	Service Provider	
SIT Execution		SIT Execution Complete	Task	Service Provider	Customer
	Y	SIT Completion Report	Report	Service Provider	Customer
		SIT Execution Exit Stage Gate	Certificate	Service Provider	Customer

Activity	Critical Milestone	Deliverables	Type	Delivered by	Supported by
Build UAT		UAT Environment	Task	Service Provider	
UAT Execution		UAT Execution Complete	Task	Customer	Service Provider
	Y	UAT Completion Report	Report	Customer	Service Provider
		UAT Execution Exit Stage Gate	Certificate	Customer	Service Provider
Build PCT		PCT Environment	Task	Service Provider	
PCT Cycle 1 Execution		PCT Cycle 1 Execution Complete	Task	Service Provider	Customer
	Y	PCT Cycle 1 Completion Report	Report	Service Provider	Customer
		PCT Cycle 1 Execution Exit Stage Gate	Certificate	Service Provider	Customer
PCT Cycle 2 Execution		PCT Cycle 2 Execution Complete	Task	Service Provider	Customer
	Y	PCT Cycle 2 Completion Report	Report	Service Provider	Customer
		PCT Cycle 2 Execution Exit Stage Gate	Certificate	Service Provider	Customer
PCT Cycle 3 Execution		PCT Cycle 3 Execution Complete	Task	Service Provider	Customer
	Y	PCT Cycle 3 Completion Report	Report	Service Provider	Customer
		PCT Cycle 3 Execution Exit Stage Gate	Certificate	Customer	
Exit Stage Gate	Y	Testing Complete	Certificate	Service Provider	Customer

Transition

Activity	Critical Milestone	Deliverables	Type	Delivered by	Supported by
Entry Stage Gate	Y	Testing & Payroll Assurance Complete	Certificate	Service Provider	Customer
Finalise Cutover / Transition Plan		Cutover / Transition Plan	Final Document	Service Provider	Customer
	Y	PROD Build Go/No-Go Decision	Task	Service Provider	Customer
Build PROD Apply Functional Configuration Smoke Test Configuration Regression Test System Enable ServiceNow CSM	Y	Payroll PROD Build Complete	Task	Service Provider	Customer
Data Migration of Pilot Community Enable Interfaces		Go-Live Data Migration Complete		Service Provider	Customer
Handover to BPO	Y	Go Live Experience Handbook Final Payroll Runbook	Document	Service Provider	Customer

Activity	Critical Milestone	Deliverables	Type	Delivered by	Supported by
Handover to VaaS™ Managed Services		Go Live Configuration Workbook	Document	Service Provider	
	Y	Go Live Certificate	Certificate	Customer	Service Provider
Hypercare Support		Hypercare	Task	Service Provider	
		Hypercare Completion Report	Report	Service Provider	
	Y	Hypercare Completion Certificate	Certificate	Service Provider	Customer
Determine Rollout Approach Plan		Rollout Approach & Plan	Task / Document	Customer	Service Provider
Exit Stage Gate	Y	Pilot Implementation Complete	Certificate	Customer	

16. <OPTIONAL> Bill of Materials

16.1. **IN SCOPE:** Only the following modules will be configured and deployed, or have their configuration updated, as part of this SOW.

Description	SKU	Module	Users	Type (metric)
ERP Finance (Base ERP)	B91079	ERP		Hosted Named User
	B91083	Procurement Self Service		Hosted Named User
	B91080	ERP Self Service		Hosted Named User
EPM Finance (Financial Budget & Planning)	B91073	Enterprise Performance Management		Hosted Named User
ERP Analytics	B91150	FDI (ERP)		Hosted Named User
HCM Analytics	B92354	FDI (HCM)		Hosted Employee
HR	B85800	HCM Base		Hosted Employee
	B94925	Talent Management		Hosted Named User
	B86336	Payroll for UK		Hosted Employee
	B75365	Time & Labor		Hosted Named User
Additional Test Environments (ATE)	B84490	ATE		Annual
Oracle Integration Cloud (OIC)	B88206	OIC		Annual

16.2. **<OPTIONAL> OUT OF SCOPE:** The Customer has price holds for the following modules, but they are out of scope of the implementation under this SOW.

Description	SKU	Module	Users	Type (metric)
Customer Price hold modules	B91938	Oracle Digital Assistant Platform		Hosted Named User
	B91076	Financial Consolidation & Close		Hosted Named User
	B87388	Fusion Human Capital Management Helpdesk Service		Hosted Employee
	B89574	Strategic Workforce Planning		Hosted Employee
	B87675	Fusion Recruiting Cloud Service		Hosted Employee
	B89482	Fusion Workforce Health and Safety Incidents Service		Hosted Employee

17. **<OPTIONAL> Interfaces**

17.1. Only the following interfaces may be built and deployed as part of the Project and this SOW by the Service Provider:

UID	Source Sys-tem	Target System	Subject	Description	Work Package
HFINT001					
HFINT002					
HFINT003					
HFINT004					
HFINT005					

18. Additional Customer Obligations & Responsibilities

- 18.1. The Customer is committed to undertaking the following obligations. Failure to deliver these additional Customer obligations and responsibilities to the agreed timeframe as outlined in the detailed project plan, may result in the Service Provider raising a Change Request to amend the plan accordingly in line with agreed Change Control Procedures, which may require an uplift to the agreed charges and/or delivery timescales.

ID	Obligations
HFR001	
HFR002	
HFR003	
HFR004	
HFR005	

19. Scope

- 19.1. The following elements are within the scope of this project:

ID	Scope Element
HFS001	
HFS002	
HFS003	
HFS004	
HFS005	

20. Service Delivery Locations

- 20.1. The Customer agrees that all design, build and system test Service Provider delivery activities can be undertaken remotely either in the UK or the Service Provider offices in Chennai, India, in line with the Agreement.
- 20.2. The Customer and the Service Provider have agreed that all Service Provider build and system test activities will be delivered off-site.
- 20.3. The Customer and the Service Provider have agreed that the Service Provider will provide onsite/offsite UAT management and support.
- 20.4. The Customer and the Service Provider have agreed that the Service Provider will provide onsite/offsite PCT management and support.
- 20.5. The Customer agrees that Post Go-Live Support Services (PGLS) will be delivered remotely through the Odyssey™ Business Support Services.
- 20.6. The Customer and the Service Provider agree that where delivery cannot be undertaken where designated onsite then such activity will be undertaken remotely using video-conferencing.

21. Equipment

- 21.1. The Customer accepts that the Project will be delivered using the Service Provider's Equipment.

22. Customer Data Handling

- 22.1. The agreed approach for data handling will be in line with the agreed GDPR terms and conditions as outlined in the Agreement specifically Schedule 1 Processing Personal Data (Data Processing Agreement) and Schedule 2 UK International Data Transfer.

23. Use of Subcontractors

- 23.1. The Service Provider will use when required services from:

- de Novo Consulting Services India Pvt Limited
- de Novo Cloud Services Limited

24. Acceptance

- 24.1. At the end of each Work Package (WP), the relevant deliverables that have been agreed as listed in this SOW that require formal review and approval, will be issued to the Customer for their approval.
- 24.2. Acceptance of deliverables under this SOW will be completed when the Customer confirms, in writing, conformance of the deliverables to their applicable specification. This is the “**Acceptance Certificate**”.
- 24.3. To maintain flexibility in delivery whilst controlling costs, the Service Provider will continue to execute against the agreed plan whilst at the same time working collaboratively with the Customer to achieve sign off within the agreed timeframe.
- 24.4. The Service Provider will be responsible for any modifications to deliverables identified during the review process, and the Parties shall agree who should bear the costs of those adjustments if the adjustments do not constitute the agreed scope of the deliverable. For clarity, the Service Provider will bear all costs related to the agreed, in-scope deliverables.
- 24.5. The Customer’s Programme Management Office (PMO), in collaboration with the Service Provider, will track and version control deliverables against requirements using the baselined detailed programme plan via a Deliverables Control Matrix (DCM). This will confirm deliverables are completed, reviewed, signed off, and accepted by the Customer based upon agreed acceptance criteria, and follow an agreed configuration control process.
- 24.6. Unless there are specific reasons to manage sign offs to a different schedule raised in advance and agreed between the Customer and Service Provider, the Customer and the Service Provider will adhere to a 5-3-2 approach to managing sign-off of key deliverables. This approach allows 5 days for Customer review, 3 days for Service Provider to respond to and action feedback, and 2 days to re-circulate the document and gather approvals. Should either the Customer or the Service Provider not adhere to this timescale then the Parties reserves the right to raise a Change Request.
- 24.7. If, after 10 days or unless otherwise agreed, the Customer has not signed off or challenged a deliverable then the deliverable is deemed accepted.

25. Warranties

- 25.1. The Service Provider warrants that all Services shall be performed in a professional and workmanlike manner and in accordance with the Agreement.
- 25.2. The Service Provider warrants that the agreed Deliverables are in accordance with the Agreement.
- 25.3. This Warranty shall apply for a period of thirty (30) days from the date of Acceptance of the Deliverables by the Customer (the “Warranty Period”).
- 25.4. During the Warranty Period, if the Customer notifies the Service Provider in writing of any material non-conformity with the agreed specifications, the Service Provider shall, at its own cost and within a reasonable time, re-perform the affected Deliverables or correct the non-conformity.

26. Service Fees

- 26.1. The Service Fees covered in this SOW are outlined below:

Commercial Model – Odyssey™ Implementation Services			£ GBR (ex VAT)
		Expenses (included in ratecard calculations)	
		Fixed Price Premium @ X%	
		Materials	
		Total:	

27. Payment Schedule

Nos	Period	Invoice Date	Amount £GBR (ex VAT)	%
		Total:		

28. Change Controls

- 28.1. The following changes have been identified in advance as valid scenarios that the Customer agrees the Service Provider can raise a change request for impact assessment as all changes identified will have a financial impact. This list is not considered exhaustive.

ID	Change Control Scenario
HFCR001	
HFCR002	
HFCR003	
HFCR004	
HFCR005	

29. Change Controls – Rate Card

- 29.1. The Service Provider's published rate card as specified for determining the cost of any future change controls under this SOW and for the Term of this SOW only.

Rate	Amount £GBR (ex VAT)

30. Agreed Liability Cap

- 30.1. The agreed liability cap for this SOW will not exceed more than 125% of the Fees incurred from the preceding twelve (12) month period.

31. Expenses

- 31.1. All expenses are included as part of the Service Fees.

32. Additional Specific Contractual Terms

N/A

33. Billing and Payment Terms

- 33.1. The Project within this SOW is agreed on a **FIXED PRICE / TIME & MATERIALS** basis.
- 33.2. Payments to be made on receipt of invoice to the Service Provider's Nominated Account:

Nominated Bank Account	
Bank Address	
Account Name	
Sort Code	
Account Number	
SWIFT BIC	
IBAN	

- 33.3. The Customer agrees to prompt payment within net 30 days.
- 33.4. If, for reasons beyond the Service Provider control (e.g. delays caused by the Customer), a given deliverable cannot be signed off, it is agreed that the Service Provider can submit an invoice for the percentage work complete within the milestone payment. The remainder being paid when the missing deliverable is signed off.

34. Issue Resolution and Escalation

- 34.1. The purpose of this escalation procedure is to provide a structured mechanism for the timely identification, management, and resolution of service-related issues arising under this SOW between the Service Provider and the Customer, to minimise business impact and maintain service continuity.

34.2. For the purposes of this Statement of Work, an “Issue” means any failure, risk, dispute, or concern relating to service delivery, performance, resourcing, security, compliance, or adherence to agreed milestones or service levels.

34.3. The Service Provider and Customer agree the following escalation path:

Level 1 – Operational Escalation

Issues shall initially be raised by the Service Provider’s Project Manager or Service Delivery Manager (if applicable) to the Customer’s Project Manager. The Parties shall use reasonable endeavours to resolve the issue within five (5) Business Days of notification.

Level 2 – Management Escalation

If the Issue is not resolved at Level 1, it may be escalated to the Service Provider’s Service Manager and the Customer’s Contract or Service Manager. The Parties shall meet (in person or remotely) within five (5) Business Days to agree a remediation plan.

Level 3 – Executive Escalation

Where the Issue remains unresolved, either Party may escalate the matter to executive sponsors. The executive representatives shall engage in good faith to resolve the Issue within a further ten (10) Business Days.

34.4. Each party shall cooperate fully and act in good faith during the escalation process and shall take reasonable steps to mitigate the impact of any Issue while it remains unresolved.

34.5. Unless otherwise agreed in writing, the Service Provider shall continue to perform the Services in accordance with this SOW during the escalation process.

34.6. The escalation procedure set out in this SOW is without prejudice to either party’s rights under the dispute resolution provisions of the Agreement and does not constitute a formal dispute unless expressly stated.

34.7. The Service Provider shall maintain records of all escalated issues and shall provide escalation reports to the Customer upon reasonable request.

35. Other Provisions

35.1. None.

Agreed to and Accepted by the Parties:

Signed for and on behalf of: Customer		Signed for and on behalf of: Service Provider	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

DATED dd mmm 20yy



**Value as a Service™
Statement of Work**

between

DE NOVO CONSULTING SERVICES LIMITED

and

XXXXXXXXXX

Version: 0.1

STATEMENT OF WORK

Value as a Service™ Managed ServicesRef: **SOW/DNS-VAAS/XXX/00X**THIS STATEMENT OF WORK ("SOW") is made and entered into upon the **dd mmm 20yy**

BETWEEN:

1. **DE NOVO CONSULTING SERVICES LTD** trading as **DE NOVO SOLUTIONS** (and referred to as "de Novo Solutions" or "de Novo") a company incorporated in England with registration number 126866607 whose registered office is at Merlin House, Langstone Business Park, Priory Drive, Langstone, Gwent, Wales, NP18 2HJ (the "Service Provider");

And

2. **XXXXXXXXXX** a company incorporated in England with registration number **XXXXXXXXXX** and registered office **XXXXXXXXXX** (the "Customer"); and

The above named shall collectively be known as "Parties", and each a "Party".

WHEREAS:

- (A) The Parties have entered into an agreement for the provision of **Value as a Service™ Enhanced Managed Services** for Oracle Cloud applications (the "Services") by the Service Provider to the Customer by the way of **<contract dated dd mmm yyyy>** (the "Agreement").
- (B) The Customer wishes to instruct the Service Provider to provide the Services (and the Service Provider wishes to provide the Services) on the terms and conditions of this Statement of Work and the terms and conditions of the Agreement.

IT IS HEREBY AGREED as follows:

1 Definitions and Interpretation

- 1.1 In this Statement of Work (the "SOW"), unless expressly stated to the contrary, all defined terms shall have the meaning set out in the Agreement.
- 1.2 This SOW expressly incorporates the terms of the Agreement.
- 1.3 Additionally, the following definitions shall apply:

24x7	shall mean 24 hours per day, 7 days per week, 52 weeks per year.
"Additional Charge"	shall mean a charge levied by Service Provider for activities which are outside the scope of Support Services, such charge being agreed by Service Provider and Customer prior to any such activity commencing.
"Capped Incidents"	does not apply to this SOW.
"Defect"	shall mean any fault within a Supported System which is contrary to the agreed and documented system specification; has been released in line with the Change Management Process and Release Management Process; and is not an Implementation Project Warranty Request.

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“Incident”	shall mean a fault within a Supported System. Incidents are managed in accordance with the Incident Management Process.
“Incident Management Process”	shall mean the agreed process for management of an Incident as defined within this SOW.
“Normal Working Day”	shall mean GMT Monday to Friday, excluding UK bank holidays.
“Problem”	shall mean the root cause of one or more Incidents within a Supported Systems. Problems are managed in accordance with the Problem Management Process.
“Problem Management Process”	shall mean the agreed process for management of a Problem as defined within this SOW.
“Release”	shall mean the movement of configuration items from one Supported Systems to another. Releases are managed in accordance with the Release Management Process.
“Release Management Process”	shall mean the agreed process for management of a Release as defined within this SOW.
“Remote Access”	shall mean the method of accessing Customer systems using Service Provider’s standard site-to-site Virtual Private Network (VPN) access method.
“Service Delivery Plan”	shall mean the plan by which the Customer contracted Supported Services will be delivered by the Service Provider.
“Support Anniversary Date”	shall mean the Support Commencement Date and each anniversary thereafter until such time as the SOW is terminated in accordance with this SOW.
“Support Commencement Date”	shall mean the commencement date of the ongoing support services described in this SOW.
“Support End Date”	shall mean the date which support services will cease as described in this SOW.
“Support Hours”	shall mean the times in which the Support is delivered.
“Support Services”	shall mean the services and activities as outlined by the VaaS™ Foundation and VaaS™ Enhanced Service Offerings within this SOW that are required to be delivered by the Service Provider to support the Supported Systems.
“Supported Systems”	shall mean those systems listed within this SOW which have been implemented and are subject to Support.

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“Unit”	(or “Support Units”) shall mean a measure of Call-Off Time, with one unit being equal to eight hours.
“Unit Expiry Date”	shall mean the date at which purchased Support Units if not used expire and become null and void. The default position is that all Support Units carry an expiry date of 12 months.
“Value as a Service™ Foundation”	(or “VaaS™ Foundation”) shall mean the Support Services components that comprise the foundation service.
“Value as a Service™ Enhanced”	(or “VaaS™ Enhanced”) shall mean the Support Services components that comprise the foundation service plus the Support Services components that comprise the enhanced service.
“Vendor”	(or “Platform Vendor”) shall mean Oracle Corporation.

2 Customer Responsibilities

- 2.1 During the term of the Agreement for the Services and in connection with Support Service the Customer will:
- 2.1.1 Appoint a nominated Service Manager, who will act as Service Provider’s prime point of contact with Customer.
 - 2.1.2 Put in place a level of first-line support which ensures that Service Provider will only receive service requests from authorised Customer representatives for whom a named user account has been created.
 - 2.1.3 Manage and maintain the support process and structure as defined and agreed by both parties and documented in a non-contractual Service Delivery Plan containing explanations of the most effective use of incident, problem, change and release management processes and supporting systems.
 - 2.1.4 Escalate issues in accordance with the timescales agreed in the SOW or otherwise in writing by the parties.
 - 2.1.5 Facilitate the undertaking of any additional security checks required above and beyond the standard Baseline Personal Security Standard (BPSS) which includes Disclosure Barring Scotland (DBS) check
 - 2.1.6 Provide access to Customer’s buildings to Service Provider’s personnel where such access is required for the Service Provider to perform the Services or otherwise satisfy its obligations under the Agreement and the SOW.
 - 2.1.7 Provide remote access to Customer’s network and systems in respect of which Service Provider is providing the Services. Should this not be provided, then any otherwise applicable service level agreement shall not apply and Service Provider reserves the right to charge for on-site working through the use of call-off time (as defined in the SOW) or subject to additional charge.
 - 2.1.8 Provide all required access to enable Service Provider to manage support requests on Customer’s behalf with the appropriate hardware, software or third-party service vendors under Customer support code and/or software support license agreement as and when required.

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- 2.1.9 Use reasonable efforts to ensure that the user who initiated an issue is available on site or by telephone, email or video conferencing if further clarification is required by Service Provider while rectifying the issue.
- 2.1.10 Provide designated points of contact to manage the communication of issues from Customer to Service Provider.
- 2.1.11 Provide full access to the systems in respect of which Service Provider providing the Services.
- 2.1.12 Participation in a review of the SOW should in the event significant changes to the Supported Systems in respect of which the Service Provider is providing the Support Services, and/or usage of such systems or the underlying server infrastructure be made.
- 2.1.13 Participation in determining the business objectives and the four weighting factors annually for VaaS™ service. This is a key dependency of the VaaS™ Enhanced service to function.
- 2.1.14 Attend quarterly Service Review meetings, at the request of the Service Provider - These meetings will review both service and commercial performance of the SOW to date against the business objectives outlined by the VaaS™ Enhanced service.
- 2.1.15 Always retain responsibility that the Customer organisation's Platform Vendor subscriptions for Cloud applications is correct.

3 Service Provider Responsibilities

- 3.1 During the term of the Agreement for the Support Services, the Service Provider will:
 - 3.1.1 Deliver the VaaS™ Foundation and Enhanced Support Services as defined in this SOW.
 - 3.1.2 Enable the ServiceNow Customer Service Management (CSM) portal for the Customer to interface and request Support Services from the Service Provider.
 - 3.1.3 Respond within the timescales agreed in the SOW by the parties.
 - 3.1.4 Provide fault documentation, review information, and documentation detailing incidents not handled within the service level agreement, if any, as set forth in the SOW.
 - 3.1.5 Secure Customer information relating to incidents, problems and changes on ServiceNow CSM portal. Noting that Customer personal data will *not* be held on the Service Provider systems.
 - 3.1.6 Maintain all solutions and related documentation consistently and within agreed standards.
 - 3.1.7 Full responsibility and management of any designated sub-contractors under this SOW.
 - 3.1.8 At the Support End Date work collaboratively with the Customer to offboard from the Support Services to another Customer Supplier in a controlled manner if required.

4 Change Control

- 4.1 Requests for and implementation of any changes to the Services will be subject to the change management process set forth in the Agreement for such Services in lieu of the Change Request Process.

5 Termination

- 5.1 Notwithstanding anything stated in the Agreement to the contrary, the term of the Support Services shall commence on the Support Commencement Date specified in the SOW and continue for the period specified until the Support End Date, unless terminated earlier.
- 5.2 The Customer must provide one calendar quarter notice (3 months) in writing for termination of Support Services.
- 5.3 Termination of the Agreement shall not automatically result in termination of all SOW in effect as of the date of termination. Service Provider shall continue to provide the Services with respect to such SOW, provided that Customer continues to pay the Service Provider for such Services and is not in material breach of its obligations under the Agreement. The terms and conditions of the Agreement shall continue to apply to such SOW to govern their performance.
- 5.4 Additional Grounds for Termination for Breach. Without limitation of the grounds for termination set forth in the termination provisions of the Agreement, Customer's failure to maintain currency on its required application licence and maintenance obligations in respect of the software or system that is the subject of Services shall be considered a material breach of the Agreement and the corresponding SOW.

6 Intellectual Property

- 6.1 As per the Agreement.

7 Customer Data

- 7.1 Ownership of Customer Data. For the avoidance of doubt, all of Customer's data submitted to Service Provider by Customer in connection with Support Services including, without limitation, the contents of all databases of customer information, and messaging/collaboration data (the "Customer Data"), are and will remain, as between the parties, the sole and exclusive property of Customer.

8 Additional Warranties

- 8.1 <Additional Service Provider Warranties to be added here if required; over and above those in the Agreement>

9 Limitation of Liability

- 9.1 Notwithstanding anything in the Agreement to the contrary, Service Provider's maximum aggregate liability to Customer under or in connection with this SOW for Services, whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the amounts billed to Customer for the Support Services during the one hundred and eighty (180) days immediately preceding the month of the event that gave rise to such damages.
- 9.2 Without limitation in no event shall Service Provider be liable for the content, integrity or nature of Customer Data.

10 Relationship of the Parties

- 10.1 Service Provider does not undertake by the Agreement or SOW for Services or otherwise to perform any obligation of Customer, whether regulatory or contractual, or to assume any.

11 Sub-Contractors

11.1 <List Sub-Contractors>

12 Duration of Support Services to be provided

12.1 Support Commencement Date is dd mmm 20yy.

12.2 Support End Date is dd mmm 20yy.

12.3 Unit Expiry Date is specified within Clause 39 and will be recorded on the Service Providers systems.

12.4 Duration period is 12 months (year 1), with option to extend for further 3 years. (referred to as years 2, 3, and 4) under Change Request.

13 Scope of Supported Systems

13.1 The Service Provider will provide Support Services for the following Supported Systems.

13.2 Modules purchased but not implemented are out of scope of this SOW.

13.3 Only Modules listed as implemented are a Supported System and in-scope of this SOW.

License	Modules in License	Modules Implemented	Nos
B91079 – Oracle Fusion Enterprise Resource Planning Cloud Service Hosted Named User	Includes former modules: Financials Cloud Service Fusion Transactional BI Fusion Reports Center Cloud Service Advanced Collections Cloud Service Revenue Management Cloud Service Grants Management Cloud Service Project Contracts Billing Cloud Service Automated Invoice Processing Forms Recognition Cloud Service Fusion Expenses Cloud Service Fusion Project Resource Management Cloud Service Restricted Use: Talent Management Base Cloud Service (Resources can add and maintain skills and qualifications, Areas of Expertise) Restricted Use: Network-at-Work Fusion Task Management Cloud Service Fusion Time and Labor for Projects Cloud Service	Financials Cloud (General Ledger, Accounts Payable, Accounts Receivable, Cash Management, Fixed Assets) Fusion Transactional BI Fusion Reports Center Cloud Service Automated Invoice Processing (Scanning) Forms Recognition Cloud Service Fusion Expenses Cloud Service	
B91082 – Oracle Fusion Procurement Cloud Service – Hosted Named User	Includes former products: Fusion Purchasing Cloud Service Fusion Procurement Contracts Cloud Service Includes: Fusion Enterprise Contracts Management Base Fusion Sourcing Cloud Services Fusion Supplier Portal Cloud Service Fusion Supplier Qualification Management Cloud Service	Fusion Purchasing Cloud Service Fusion Supplier Portal Cloud Service Fusion Enterprise Contracts Management Base	

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License	Modules in License	Modules Implemented	Nos
	Fusion Transformation BI Cloud Service		
B91083 – Oracle Fusion Procurement for Self Service Cloud Service - Hosted Named User	Includes former products: Fusion Self Service Procurement Cloud Service Fusion Enterprise Contracts Essential User Cloud Service (Read Only) Fusion Transformation BI Cloud Service	Fusion Self Service Procurement Cloud Service Fusion Enterprise Contracts Essential User Cloud Service (Read Only)	
B91080 – Oracle Fusion Enterprise Resource Planning for Cloud Service for Self-Service Cloud – Hosted Named User	Fusion Expenses Cloud Service Fusion Project Resource Management Cloud Service Fusion Project Resource Management Cloud Service Restricted Use: Talent Management Base Cloud Service (Resources can add and maintain skills and qualifications, Areas of Expertise) Restricted Use: Network-at-Work Fusion Task Management Cloud Service Fusion Time and Labor for Projects Cloud Service Fusion Transformation BI Cloud Service	Fusion Expenses Cloud Service Fusion Time and Labor for Projects Cloud Service	
B73948 – Oracle Fusion Webcenter Forms Recognition Cloud Service – Hosted 1K Records	Required for Scanning	Invoice Scanning	
B85800 – Oracle Human Capital Management Base Cloud Service – Hosted Employee	Oracle Fusion Global Human Resources Oracle Fusion Absence Management Oracle Fusion Benefits Oracle Fusion Cash Management (restricted use) Oracle Fusion Payroll Interface Oracle Fusion Onboarding Oracle Fusion Workforce Directory Management Oracle Fusion Workforce Modelling Oracle Fusion Workforce Predictions Oracle Fusion Work Life Solutions Oracle Fusion Transactional BI	Oracle Fusion Global Human Resources Oracle Fusion Absence Management Oracle Fusion Benefits Oracle Fusion Onboarding Oracle Fusion Workforce Directory Management	
B87675 – Oracle Fusion Recruiting Cloud Service	Oracle Fusion Recruiting	Oracle Fusion Recruiting	
B89966 – Oracle Adaptive Intelligence Apps for Human Capital Management – Host Employee	Oracle Adaptive Intelligence Apps for Human Capital Management	Oracle Adaptive Intelligence Apps for Human Capital Management	
B86336 – Oracle Fusion Payroll Cloud Service for United Kingdom – Hosted Employee	Oracle Fusion Payroll	Oracle Fusion Payroll	
B84490 – Oracle Additional Test Environment for Oracle Fusion Cloud Service (each)			
B91076 EPM Enterprise	Available business processes are: Account Reconciliation Enterprise Data Management restricted to 5,000 records Financial Consolidation and Close Task Manager Integrations		

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License	Modules in License	Modules Implemented	Nos
	- Narrative Reporting - Planning (Workforce, Capital Exp, Financial Statement, Projects) Profitability and Cost Management Tax Reporting		

14 Description of Support Services to be provided

14.1 Service: Value as a Service™ Transition Services

14.1.1 Not required under this SOW.

14.2 Service: Value as a Service™ Foundation

Service	Description – What does this mean
Unlimited Support Incidents	The VaaS™ service is <i>not</i> based around a capped number of Incidents raised per month. The Service Provider will provide Support Services regardless the number of service requests raised.
Named Service Delivery Manager	Service Provider Service Delivery Manager - Hayley Dobson, will be responsible for overseeing the delivery of Support Services for the Supported Systems to the Customer. This will not be changed without prior agreement or unless reasons outside Service Providers control dictate it. The Service Manager is accountable for the overall management, coordination, and improvement of services and ensures that service level agreements (SLAs) are met. The Service Manager is also responsible for incident management, problem management, change management, and other ITSM processes. In the event of annual leave or other absence that exceeds one week a deputy will be assigned.
24/7/365 Customer Portal	The VaaS™ service Customer interface is the ServiceNow CSM portal and is a secure, web-based platform that allows the Customer to access information about their VaaS™ service in a self-service manner. It serves as the centralised hub where the Customer can log and perform a range of activities related to their account such as raise and track a case or change, access knowledge bases and information and reporting on SLAs and KPIs.
Collaborative Support	The Service Provider's support team will work closely with the Customer to address their issues, resolve problems, and aid in a collaborative and interactive manner. This involves real time communication such as virtual video calls, phone support or screen sharing to troubleshoot, share knowledge and resolve issues efficiently.
Access to Certified Specialists	The Service Provider support team consists of experienced professionals who have obtained official certifications in specific fields or areas of expertise. Our clients can access through the Support Service a further pool of expertise from our consultancy practice if required. The Service Provider commits to maintaining the same level of expertise and service that the Customer has experienced to date and will aim where possible to keep consistency within the team. Where there are changes to key personnel this will be communicated to Customer a minimum of one month in advance.

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Service	Description – What does this mean
ITIL support processes backed by robust Service Level Agreements (SLA) and Key Performance Indicator (KPI) monitoring	ITIL comprises a framework of best practices for managing IT services. ITIL support processes include Incident Management, Problem Management, Change Management, and other processes that are designed to handle various aspects of service delivery and support SLAs are formal agreements between Service Provider and Customer, specifying the level of service quality and performance that the provider commits to deliver. KPIs are measurable metrics used to evaluate the performance and effectiveness of support services and processes. KPIs may include but not limited to indicators such as incident response and resolution times, first-time resolution rates and customer satisfaction scores.
Incident and Problem Management	VaaS™ Foundation managed service defines the Incident and Problem Management service parameters for the Supported Systems. These will be carried out in line with the Incident Management Process and Problem Management Process. ▪ Fix-On-Fail support for Incidents reported by Customer on Supported Systems ▪ “How to” advice relating to Supported Systems ▪ Unit testing of Vendor software patches in direct response to Incidents on Supported Systems ▪ System Administration for the Supported Systems (e.g. user, responsibility, profile, menu setups)
Change and Release Management	VaaS™ Foundation managed service defines the Change and Release Management service parameters for the Supported Systems. These will be carried out in line with the Change Management Process and Release Management Process. ▪ Business process impact assessment related to the application of mandatory, legislative or regulatory database patches ▪ Any testing required to ensure the patch has been applied in line with Vendor’s recommendations ▪ Changes to business processes and procedures and resultant required changes to Supported Systems structures (for example: Workflow processes) as a result of the application of vendor patches
Vendor Management	Where incidents lead to a Vendor Service Request (“SR”), the Service Provider will manage the SR on the Customer's behalf. The Service Provider will progress all aspects of the SR process, including coordinating with the Vendor for system diagnostics, conducting follow-up investigations, identifying fixes/workarounds, and managing the escalation process.
Oracle Cloud Quarterly Release Document	The Service Provider will advise the Customer on best practice on managing Oracle Cloud releases including test strategy and validation.
Knowledge Management artefacts	Access to the Service Provider’s ServiceNow Knowledge Base which is a feature within the ServiceNow platform that serves as a repository of information, documentation, and solutions to help users find answers to common questions, troubleshoot issues, and access helpful resources. <i>Note: The data held within our ServiceNow Knowledge Base is owned by de Novo and not the customer.</i>
Customer Community access	The Service Provider encourages and facilitates our customers to engage, collaborate, and interact with each other, to share information and experiences and seek support and provide feedback. As the VaaS™ community in the education sector grows, we will be holding events where we bring all our customers together to share knowledge and to innovate.
Tools – ConfigSnapshot & ServiceNow CSM	The Service Provider will make available and use ConfigSnapshot to provide the Support Services to the Supported Systems.

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Service	Description – What does this mean
	ConfigSnapshot provides a comprehensive configuration and version control capability, allowing the ability to track changes, compare setups, and maintain a history of configurations within Vendor Platform environments. The Service Provider owns the licences and will be responsible for generating reports and documentation using ConfigSnapshot and providing the output to our Clients. ConfigSnapshot will be undertaken on a monthly basis; and before and after every quarterly release. ConfigSnapshot does not support EPM. Built within EPM is a function whereby a configuration file can be exported in XML or plain text as at a moment in time, this will be done quarterly before and after every quarterly release. The EPM workbooks will be updated and maintained manually for EPM, in line with the quarterly cycle and any changes published in production. The Service Provider will make available and use ServiceNow Customer Service Management (CSM) to provide the Support Services to the Supported Systems. ServiceNow CSM is provided to streamline the support processes, enabling named Customer users to raise and manage issues and requests efficiently. The Customer can access knowledge articles, submit requests, and track the status of their cases through the self-service portal. ServiceNow CSM provides our clients with dashboards and reporting to track key performance metrics and statistics and other service-related data.

14.3 Service: Value as a Service™ Enhanced

Service	Description – What does this mean
VaaS™ Foundation	Includes all the Support Services outlined in Section 17.2 Value as a Service™ Foundation
24/7/365 Customer Portal - Enhanced	The VaaS™ Enhanced service facilitates access to greater functionality the Service Provider has developed to measure a Clients return on investment of the Supported Systems
Continuous Improvement focus	Part of the VaaS™ Enhanced service the Service Provider will continuously the service by analysing service performance, identifying areas for improvement, and implementing measures to enhance service quality and efficiency. This will be measured as part of the VaaS™ Enhanced service, facilitated by the ServiceNow Continuous Improvement module.
VaaS™ baseline objective setting against four dimensions criteria: ▪ Innovation ▪ Adoption ▪ Optimisation ▪ Efficiency	The Service Provider will work collaboratively with the Customer to determine the necessary weighting and business objectives for the Support Systems to maximise return on investment. The baseline objective setting determines the current state of performance against each dimension of Innovation, Adoption, Optimisation and Efficiency. This will involve gathering data, conducting surveys or assessments, or analyzing past performance. This establishes a starting point or reference level of performance against which future progress and improvements can be measured. Once the baseline is established, specific objectives or goals are set to indicate the desired level of performance improvement across the four dimensions. The exercise is repeated on a quarterly basis, commencing from the first month of the first quarter of this engagement; we will work collaboratively with the Customer to determine whether this should be aligned to the Quarterly patching cadence.

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Service	Description – What does this mean
	ServiceNow will be the central repository for storing of this data and the outcomes generated as well as providing the context. The Customer will have access to this through the ServiceNow CSM portal.
Quarterly collaborative VaaS™ check-ins	The check-ins involve a two-way exchange of information, allowing both Service Provider and Customer to share their perspectives, feedback, and insights. The check-ins are conducted to assess how well the VaaS™ Enhanced services are meeting the agreed-upon targets and expectations.
Personalised quarterly Value Action Plan	A document or report that outlines a customized and strategic plan for an organization, detailing specific actions to achieve desired outcomes and maximize value over a three-month period. This contains a high-level summary of the objective settings against the four dimensions of Innovation, Adoption, Optimisation and Efficiency and the associated actions agreed during the VaaS™ check-in sessions and progression analysis. Reviewed on a Quarterly basis.
Personalised Supported Services Release documentation & impact assessment	A comprehensive personalised analysis created to assess the impact of an upcoming Support Services release on Supported Systems (business processes and applications).
Executive governance and Industry Insight	The Service Providers Executive governance is over and above the Service Delivery Management responsibilities and is there to provide Clients the opportunity to influence the direction of the Service Providers organisation by giving direct feedback to “C” level executives. In addition, this provides Service Provider Executives the opportunity to explain in detail what we are seeing across the industry, direction of our services, and more broadly direction of the company, thereby providing further assurance to our Clients growth plans.
Activation of Supported Systems Cloud functionality through quarterly updates	Supported Systems delivers innovation on a quarterly cycle. Enhancements are classified as small, medium and large. To deliver and maximise a client’s return on investment is to take advantage of such functionality. Consequently, part of the enhanced service includes activating this functionality with the commercial profile. However, it is recognised that on occasion Platform Vendor may deliver functionality that requires significant effort to implement Activation of small changes refers to the process of implementing minor modifications, adjustments, or enhancements to a system, application, or process. These changes are typically small in scope, have limited impact, and are relatively straightforward to deploy. Small changes have a restricted scope and are usually focused on specific areas or components. They are intended to address minor issues, improve user experience, or introduce incremental updates rather than significant alterations to the system. The VaaS™ Enhanced agreement ensures that the Customer is maximising its return on investment in Platform Vendor over the life of the contract. ▪ Small changes <= 1 unit ▪ Medium changes 2-3 units ▪ Large changes 4-5 units For any change that is above 5 units effort then the Service Provider and the Customer will discuss and agree Additional Charges. Changes above 20 units (20 days effort, will attract our Implementation Rate Card).
Research & Development Centre	The Customer has the opportunity to participate as well as the ability to influence the Service Provider’s research and development activities.

15 Additional Services

15.1 N/A.

16 Out of Scope of Support Services

16.1 For clarity the items listed in this section are not included in our offering.

16.2 These items can be addressed by the Customer purchasing additional Support Units as outlined in this SOW:

- Changes to the Supported Systems that are required specifically by the Customer
- The functional/technical element of onboarding / offboarding a Business Unit onto the Customer's Supported Systems
- Licence costs for additional Oracle modules procured by the Customer over the life of the contract and any associated implementation fees
- Support costs for additional Oracle modules procured by the Customer over the life of the contract and any associated implementation fees

17 Supported Systems Service Organisation

17.1 The service organisation will be comprised of two teams working collaboratively.

17.2 Level 1 and 2 Support being System Administration and provided by the Clients functional leads and other support teams within the Customer organisation.

17.3 Level 3 Support being provided by the Services Provider managed services team providing the defined Support Service as outlined in this SOW.

17.4 Level 4 Support being provided by the Platform Vendor, but managed by the Services Provider

18 Location of Support Service <AMEND BASED UPON CUSTOMER SECURITY REQUIREMENTS>

18.1 The Service Provider will provide a hybrid on-shore/off-shore based Support Service.

18.2 The Service Providers Consultants providing the Support Service are physically located from:

- Service Provider's HQ at Langstone, Wales
- Service Provider's satellite office at Guildford, Surrey
- Service Provider's Consultants home locations all of which reside in the UK
- Service Provider's HQ in Chennai, India

18.3 Support is provided by the Service Providers Consultants via Remote Access. On-site support may be provided on a case-by-case basis only if agreed in advance by both Service Provider and Customer.

19 Support Hours

19.1 The Service Provider will provide support services across the Support Hours of 08:00 – 18:00 Monday to Friday excluding Bank Holidays in England and Wales.

19.2 Operational hours of the Customer's system is 24x7.

19.3 In the event of a Severity 1 critical issue arising the Service Provider and Customer will continue to work until the issue is resolved.

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- 19.4 Any changes to the scope as defined within this SOW, including but not limited to the number of supported environments, software components or system architecture, will be subject to the change control process set forth in the Agreement and a review of the costs of providing the services defined within this SOW.

20 Support Service Response Times

- 20.1 The Support Service Response times are as follows:

Severity	Description	Incident Response Times	Resolution Response Times
Severity 1: Critical	A support issue that causes complete loss of service in a production level environment or a security data breach. In addition, there are no known or acceptable work-around(s) available and work cannot reasonably continue.	30 mins	8 hours
Severity 2: High	A support issue that causes a severe loss of service in a production level environment. There may be viable work-around(s) available. Some work can continue despite the presence of the issue.	120 minutes (2 hours)	48 hours
Severity 3: Medium	A support issue that causes a minimal loss of service to a production level environment. There is an acceptable work-around for the problem which has almost no effect on the work being performed.	240 minutes (4 hours)	72 hours
Severity 4: Low	A support issue or request where no loss or degradation of service is being experienced including “how to?” questions	480 minutes (8 hours)	Case by Case

21 Support Service Key Performance Indicators

- 21.1 The Support Service Key Performance Indicators (KPI) are:

KPI	Method for KPI measurement	Achievement for KPI	Frequency
Delivery of Specification/ Contract delivered in full	Management information	95%	Monthly
Responsiveness SLA	Management information	95%	Quarterly
Resolution SLA	Management information of repeated tickets	2%	Monthly
Resolution SLA	Management information of reopened tickets	5%	Monthly
Customer Satisfaction	Management information of recalls	95%	Monthly
Service Provider Continuity	Management information	100%	Quarterly

- 21.2 The Service Provider will produce Support Services reports on a calendar monthly basis in line with the Commercial Review Meetings for the KPI containing a breakdown of all issues raised, implemented patches and workarounds, within the reporting period and the status.

- 21.3 The KPI are subject to review every calendar month from the Commencement Date.

22 Additional Services

- 22.1 Additional support activities which are not included in the standard service defined above, can be provided by way of Call-Off Time or subject to Additional Charge, on request from the Customer.

23 Support Services Team

- 23.1 The Service Provider will make available the following resources to deliver the Support Services specified.
- 23.2 If a member of the Service Provider's support team becomes unavailable the Service Provider will provide an equivalent skilled replacement.

Element	Name	Status	Security DBS	Security Status HMG Level
Service Manager		Employee Employee		
HCM & Payroll		Employee Employee		
ERP		Employee Employee		
Technical		Employee Employee		

24 Service Management

- 24.1 The following clauses define the service terms and conditions and Service Level Agreement commitments, together with a description of the Service Provider service engagement processes to include service transition and on-going service management.

25 Term and Termination

- 25.1 This SOW shall commence on its Support Commencement Date and shall continue until its Support End Date.
- 25.2 This SOW will survive any termination of the associated Agreement and the terms of the Agreement will continue to apply in full to this SOW until this SOW is terminated.
- 25.3 Service Units purchased as part of this SOW will expire on the Unit Expiry Date

26 Non-Performance

- 26.1 The key service performance indicators ("KPIs"), and associated Compliance level, for this SOW
- 26.2 Service Provider shall not be deemed to have failed to perform against the KPIs if such failure arises from a breach by Customer of its obligations as defined within this SOW, or from force majeure.
- 26.3 If Service Provider fails to meet any KPI over any given month then the Customer must inform Service Provider in writing within thirty (30) days of the end of the month of this non-compliance.
- 26.4 If Service Provider fails to meet any KPI Compliance in three consecutive months ("Non-Performance"), then the Customer shall be entitled to terminate the SOW as per clause 6, provided that Customer has previously served the notice referred in respect of failures to meet KPIs which give rise to the right to terminate.

27 Support Service Transition

- 27.1 Where Service Provider has not implemented the system to be supported:
- A system review will be performed by Service Provider to assess the status of the Supported Systems, and to review corresponding documentation as part of this SOW. Service Provider

may make reasonable recommendations that arise out of this exercise, taking into consideration the Customer's plans for the Supported Systems. These will be discussed with the Customer, and subject to the Customer's approval, these may result in the need for additional activities, delivered subject to Additional Charge or through the use of Call-Off Time.

- In cases where any of the Supported Systems do not meet the entry level criteria for the on-going support service as defined within this SOW, Service Provider will advise Customer, in writing, of the required remedial activity. Such criteria include, but are not limited to:
- minimum recommended patch levels as dictated by the respective software vendor;
- validated under-pinning third party support agreements where appropriate;
- remedying any current configuration errors which will become subject to the on-going support commitments.
- Until such work has been undertaken Service Provider will provide on-going support on a reasonable endeavours basis. In such cases, and also in cases where Vendor support is no longer available for the deployed solutions/versions, Service Provider will not be liable for any commitments under the Service Level Agreement in respect of the individual system within Supported Systems.

27.2 In all cases, irrespective of whether Service Provider has implemented the system to be supported:

- A Service Delivery Plan is produced. The Service Delivery Plan is intentionally non-contractual and contains explanations of the most effective use of Incident, Problem, Change and Release Management processes and supporting systems.
- The support infrastructure is configured. This includes:
 - Setting up and testing of Remote Access, where deployed.
 - Configuration and testing of Service Provider call logging software, to include the creation of up to named user accounts for Customer employees from whom Service Provider will accept support requests.
- The support procedures are communicated internally within the Customer and any required training is provided in such support procedures by Service Provider. The support procedures are tested so the transition can be as seamless as possible.
- The transition into the ongoing support service is undertaken on the Support Commencement Date, so that any outstanding issues or change requests will be detailed and transferred to the support service as described in this SOW.

28 The Service Provider Service Desk

- 28.1 The Service Provider Service Desk portal is available 24x7 and should be the place for the Customer logging of an Incident, Change Request or "How To" advice and guidance if the Knowledge Database cannot provide the answer.
- 28.2 All communication between Customer and Service Provider will be in English language and any requirement to translate data; labels; boilerplate text; documentation; user instructions or other such system elements into English will be undertaken by Customer.
- 28.3 Escalation Procedure - Incidents are automatically escalated within Service Provider's support team as they progress through the Incident Management Process. Should the Customer be unhappy about the quality of service provided at any point they should contact the designated Service Provider personnel as defined within the Service Delivery Plan

29 Service Delivery Management

29.1 The Service Provider will allocate a Service Delivery Manager (the “SDM”) to the Customer. The SDM will undertake the following activities:

- Will undertake a support process review. Service Provider’s support processes are reviewed with the Customer and modified where reasonable to integrate with the Customer’s internal procedures. The resulting procedures are documented within the Service Delivery Plan.
- Will act as prime point of escalation for the Customer for operational matters relating to the support service defined in this SOW.
- Will produce a support Service Review report on a basis and circulate this to the designated Customer contacts. The report will detail Incidents logged, resolved and open; together with key performance indicator information. Where applicable to this Agreement the report will also include utilisation reports on the usage of Call-Off Time and Capped Incidents.
- Will attend up to a maximum of four Service Review meetings per annum with the designated Customer relationship manager. This meeting will consider the activities that have taken place in the previous period, areas for improvement, lessons learnt and planned activities for the next period.

30 The Incident Management Process

30.1 The Incident Management Process is the Service Provider process governing the return to operation of a Supported System which has developed a fault. An Incident is deemed resolved when service has been restored to the end user.

30.2 Where Service Provider restores service by way of a temporary work-around, the Problem Management Process may be invoked to investigate and address the root cause. Problem Management will only be invoked as the result of an Incident being raised.

30.3 Where a permanent change is required to a Supported Systems as the result of an Incident, Service Provider may invoke the Change Management Process to effect such change. The Change Management Process may be invoked without the need for an Incident to be raised.

30.4 The Severity of an Incident is important since it determines the level of service offered. The Incident will be assigned a Severity Level at the time it is first placed in accordance with the following guidelines:

Severity	Definition
Severity 1: Critical	A Production Supported System is unavailable to all users, or a business-affecting security breach - or suspected security breach - has occurred.
Severity 2: High	A Production Supported System is available but all users are experiencing degraded service performance, which is impacting on Customer’s business operations.
Severity 3: Medium	Any Incident affecting on-going service which is not deemed Severity 1 or Severity 2 Any Incident on a Production Supported System affecting a single user. Any Incident relating to Non-Production servers and associated services. This is the default Incident severity.
Severity 4: Low	Any request which does not warrant a higher Severity Incident, for example: ○ An intermittent fault affecting a single user and where an acceptable workaround is available ○ Is intrinsically cosmetic in nature ○ “How to” advice

- 30.5 The Customer shall allocate a Severity level to each Incident raised in line with the definitions stated above. Service Provider will review this Incident setting during initial triage activities and as the Incident diagnosis and any associated remedial work progresses.
- 30.6 The Incident Severity may be upgraded or downgraded in situations where the impact on Customer's business changes, any such amendments being reflected in the respective Incident record.
- 30.7 In cases where Customer upgrades the Severity of an existing Incident, such action may result in the Incident causing a failure to achieve the under-pinning Service Level Agreement due to time having already elapsed on the previous Severity level. In such cases the Incident will be excluded from the Service Level Agreement compliancy calculations, however Service Provider will acknowledge the heightened Severity level and use reasonable endeavours to ensure the Incident is resolved in line with the new Severity definition.
- 30.8 If Customer wishes to retain SLA calculations for an upgraded Severity Incident, Customer should resolve the existing Incident and create a new Incident at the upgraded Severity cross-referencing the two Incident records for clarity and audit purposes.
- 30.9 In cases where the Severity of an Incident is downgraded, there is no requirement to raise new Incident records and the SLA calculations will be re-calibrated as appropriate.

31 Incident Progression

- 31.1 On receipt of an Incident, Service Provider will instigate one or more of the following actions:
- For Incidents that result in a Vendor (for example Microsoft or Oracle) Service Request, Service Provider may progress these on behalf of the Customer, where this has been agreed with Customer.
 - On resolution of an Incident, Service Provider will request approval from the Customer that it can be closed.
 - Prior to closure of an Incident, the root causes shall be investigated and appropriate actions shall be raised by Service Provider, invoking the Problem Management Process where appropriate.

32 Service Level Agreement

- 32.1 The Incident Management Service Level Agreement ("SLA") defined within this SOW shall constitute a KPI. The SLA shall apply to Incidents which are classified as faults within the Supported Systems. Service Provider shall respond to such Incidents within the following parameters.
- 32.2 A Response is deemed to have occurred when a non-automated human response is provided stating, by way of an update to the Incident record, which of the actions defined within Incident Progression has been instigated.
- 32.3 All Service Level targets are measured per calendar month during the stated Support Hours for the respective Severity Level.
- 32.4 Compliance is calculated as: the percentage of Incidents reported during each calendar month which achieve the specific SLA. Where fewer than 10 (ten) Incidents are reported, the calculation is carried forward to subsequent calendar month ends until there are 10 or more Incidents available for the KPI calculation.
- 32.5 The SLA commitments cannot be adhered to and will not apply in cases where the Incident is caused by the negligent or incorrect actions of Customer or other non-Service Provider employee or subcontractor, or where an Incident is the result of problems arising from the illegal usage of the system. Service Provider reserves the right to charge Customer for resolving such Incidents subject to Additional Charge or through the use of Call-Off Time.

- 32.6 Due to their nature, Problem and Change Requests are not subject to this Service Level Agreement.
- 32.7 In cases where Service Provider requires Vendor support to resolve an Incident, and such Vendor support is no longer available, Service Provider will not be liable for any commitments under the Service Level Agreement. In such cases Service Provider will use reasonable endeavours to resolve the Incident but shall not be liable under the SLA commitments.
- 32.8 Elapsed times are measured as the total amount of time during Support Hours that any Incident is assigned to Service Provider up to the point of SLA compliance. This excludes any time where Service Provider is waiting for Customer or any 3rd party to carry out an activity on which Service Provider is dependent; or time where Customer and Service Provider have agreed that an Incident can be set to Pending awaiting further activity.
- 32.9 Customer must notify Service Provider of Urgent Severity and High Severity Incidents by telephone in addition to any portal or email communications. The elapsed time calculations will not commence until Service Provider has been notified of such Incidents by telephone and an Incident has been successfully logged within the ServiceDesk system.
- 32.10 The time taken to restore files from tape or other such media is excluded from the resolution time.
- 32.11 If physical on-site attendance is required at Customer or other non-Service Provider premises, then travel time is excluded from the resolution time.
- 32.12 All Service Level Agreement commitments are dependent upon Customer complying with the obligations stated within this SOW and elsewhere within the Agreement.
- 32.13 Any Incidents, Problems or other such support requests directly resultant from or pertaining to an unresolved Implementation Project Warranty Request are excluded from Support and will be catered for under the terms of any such project warranty as defined within the respective project contractual terms. Customer may register any related Incidents within the Service Provider Service Desk but these will be addressed under the provisions of the respective project warranty conditions and not under the terms of Support.

33 The Problem Management Process

- 33.1 Where Service Provider restores service by way of a temporary work-around, the Problem Management Process may be invoked to investigate and address the root cause. The Problem Management Process will only be invoked as the result of an Incident being raised.
- 33.2 Problem records will be managed within the Service Provider ServiceDesk portal and Customer will have the ability to track and review progress against Problem records.
- 33.3 Service Provider will inform Customer of updates to Problems, including the eventual resolution and closure activities by way of updates to the Problem record.
- 33.4 Where a permanent change is required to a Supported System, Service Provider may invoke the Change Management Process to effect such change.

34 The Change Management Process

- 34.1 If Customer desires to change the Services to be performed under this SOW or if Service Provider believes the SOW needs to be changed, the requesting party shall request such changes pursuant to a Change Request.
- 34.2 Each Change Request under the Value as a Service™ Managed Support Service will be tracked within the Service Provider ServiceDesk portal. Service Provider shall use reasonable efforts to complete the initial scoping of each Change Request within ten (10) business days of receipt of the Change Request. Such scoping will include an initial risk assessment and, where appropriate, the statement of any commercial implications of introducing such a change to the Services.

- 34.3 If Service Provider considers that the initial scoping would consume greater than one-half of a person-day of a consulting resource, Service Provider will advise Customer, and Customer may then decide whether to engage the services of Service Provider in a chargeable scoping exercise. If Customer engages the services of Service Provider in a chargeable scoping exercise, or if initial scoping will consume less than the time specified, then within ten (10) business days, or such additional time as Service Provider feels is reasonably necessary from receipt of a Change Request, Service Provider shall provide Customer with the terms and conditions under which Service Provider would provide the additional or changed services to Customer (the “Quote”).
- 34.4 Service Provider shall not commence provision of any additional or changed services pursuant to a Change Request unless Service Provider has received written authorisation from an authorised representative of Customer approving such Quote.
- 34.5 Each Quote shall set forth:
- the purpose and scope of the additional or changed services;
 - the responsibilities of each Party associated with the additional or changed services;
 - completion and testing criteria, and acceptance procedures, if any;
 - the cost to provide the additional or changed services;
 - the corresponding extension of estimated completion dates specified in the implementation schedule for the additional or changed services, if any;
 - any other necessary specifications, narratives or specific requirements associated with provision of the additional or changed services.
- If Customer approves the Quote, Service Provider shall prepare an amendment or addendum to this SOW to be signed by both Parties setting forth the terms and conditions governing such additional or changed services, and Service Provider shall begin performing such additional or changed services as set forth therein.
- 34.6 Where a Change Request is stated as being included within the base service within this SOW, such Change Request will be implemented without any additional fees. All other Change Requests, whether such changes emanate from enhancement requests or Incident and/or Problem Management activities will be subject to Additional Charge or the use of Call-Off Time. Service Provider may, at its sole discretion, decide to waive such additional fees on a case-by-case basis. Service Provider will advise Customer of any additional fees in advance of commencing work on such a Change Request.
- 34.7 Where a Change Request is implemented to a Supported System, without Service Provider being party to such activity, Service Provider reserves the right to undertake a due diligence exercise which shall be subject to Additional Charge or by the use of Call-Off Time. Until such time as the due diligence exercise has been completed, to include any required remedial activities, Service Provider may, at its discretion, suspend the performance of Support or provide Support on a reasonable endeavours basis only, and in each event any inherent SLA or KPI shall be suspended.

35 The Release Management Process

- 35.1 The Release Management Process shall be agreed between Service Provider and Customer during the Service Transition Process and shall be as defined in the Service Delivery Plan.
- 35.2 Except where included within the scope of an individual Change Request, the release management of Customer specific requirements is not included within the SOW but can be provided using Call-Off Time or subject to Additional Charge.

36 Call-Off Time

- 36.1 Alongside the VaaS™ Enhanced Service - the Customer has elected under this SOW to purchase additional Call-Off Time for the provision of associated charges that are not stated within this SOW.

- 36.2 Call-Off Time projected usage at the time of signing by the Service Provider is. This is subject to change based upon Customer need
- 36.3 Where the work is performed remotely it will be called off in increments with a minimum of 30 minutes per request.
- 36.4 Where the work is performed on-site, it will be called off in 30 minute increments, such time to include travelling time to/from Customer site. On-site work will be of reasonably incurred expenses.
- 36.5 When Call-Off Time is used outside of a Normal Working Day during Monday to Friday, excluding UK Public Holidays, then time will be consumed at 1.5 (one and a half) times the actual Call-Off Units used.
- 36.6 When Call-Off Time is used during Saturday or Sunday or UK Public Holidays, then time will be consumed at 2 (two) times the actual Call-Off Units used.
- 36.7 Call-Off Time is subject to a minimum of 2 (two) working days' notice and also subject to Service Provider resource availability.
- 36.8 Unused Call-Off Units can be carried forward between support years, such years commencing on the Support Commencement Date and on each anniversary of the Support Commencement Date thereafter.

37 Capped Incidents

37.1 Capped Incidents do not apply to this SOW.

38 Additional Work

- 38.1 Any additional support work that is requested which is outside the scope of this SOW will be undertaken subject to Additional Charge or via the use of Call-Off Time.
- 38.2 Additional Work which is performed at Additional Charge is subject to a minimum of 5 (five) working days' notice from the receipt of an authorised Customer order and subject to Service Provider resource availability.
- 38.3 The Service Provider will work collaboratively with the Customer to determine the delivery schedule for additional work
- 38.4 Project work over and above 20 days effort attracts our GCloud Implementation Services Rate Card

STATEMENT OF WORK TEMPLATE - VAAS™

39 Service Fees and Charges - VaaS™ Managed Services Support

39.1 The SOW is for Year 1 of a 4-year contract term only.

39.2 The SOW can be extended by Change Request to extend beyond Year 1

39.3 The SOW contains the Service Fees and Charges for Years 2,3 and 4 if extended

Year	Contracted	Invoice Milestone	Amount £ (ex VAT)
Year 1	Base Contract		
Year 2	Option to extend via Change Request		
Year 3	Option to extend via Change Request		
Year 4	Option to extend via Change Request		
Total:			

VaaS™ Managed Services Support – Year 1

Year 1	Invoice Milestone	Service Delivery & Milestones	Amount £ (ex VAT)
Q1		VaaS™ Enhanced Service Delivery	
Q2		VaaS™ Enhanced Service Delivery	
Q3		VaaS™ Enhanced Service Delivery	
Q4		VaaS™ Enhanced Service Delivery	
Total:			

VaaS™ Managed Services Support – Year 2

Year 1	Invoice Milestone	Service Delivery & Milestones	Amount £ (ex VAT)
Q1		VaaS™ Enhanced Service Delivery	
Q2		VaaS™ Enhanced Service Delivery	
Q3		VaaS™ Enhanced Service Delivery	
Q4		VaaS™ Enhanced Service Delivery	
Total:			

VaaS™ Managed Services Support – Year 3

Year 1	Invoice Milestone	Service Delivery & Milestones	Amount £ (ex VAT)
Q1		VaaS™ Enhanced Service Delivery	
Q2		VaaS™ Enhanced Service Delivery	
Q3		VaaS™ Enhanced Service Delivery	
Q4		VaaS™ Enhanced Service Delivery	
Total:			

VaaS™ Managed Services Support – Year 4

Year 1	Invoice Milestone	Service Delivery & Milestones	Amount £ (ex VAT)
Q1		VaaS™ Enhanced Service Delivery	
Q2		VaaS™ Enhanced Service Delivery	
Q3		VaaS™ Enhanced Service Delivery	
Q4		VaaS™ Enhanced Service Delivery	
Total:			

STATEMENT OF WORK TEMPLATE - VAAS™

39.4 Additional Call-Off Time can be purchased at the following rate(s), subject to submission of a duly authorised Customer Purchase Order.

	Number of Units	Unit Price £ (ex VAT)	Unit Expiry Date	Invoice Milestone
Batch 1	1-100			On Purchase
Batch 2	100-200			On Purchase
Batch 3	200+			On Purchase

39.5 The Unit Expiry Date will be recorded electronically on the Service Provider ServiceDesk portal as well as the invoice raised to the Customer.

40 Service Fees – Pricing Elasticity

40.1 The pricing metric is elastic and provides assurance to the Customer that the Service Provider can support the organisation as it grows; equally it proves assurance that should the Customer down-size then support is also still available at a lower cost.

40.2 The Service Fees outlined within this SOW to provide the Supported Services for the Supported Systems have been calibrated to X,XXX employees and contingent workers

40.3 The Service Fees outlined within this SOW to provide the Supported Services for the Supported Systems specified is set at minimum number of employees and contingent workers to X,XXX

40.4 If for any reason the Customer went below this number, the pricing would be fixed at X,XXX, with a minimum annual Service Fee of £XXX,XXX (ex VAT)

40.5 Employee headcount will be re-evaluated and reset if necessary, at the beginning of each support year.

Banding Employee + Contingent Workers	Pricing Envelope
Less than 2,500	£X.XX reducing to £X.XX per employee per month after year 1
2,501 – 6,000	£X.XX reducing to £X.XX per employee per month after year 1
6,001 +	£X.XX per employee per month

41 Payment Terms

41.1 Customer will issue a Purchase Order for the sum of £XXX,XXX on or before Commencement Date. For the avoidance of doubt, no terms, provisions or conditions of any purchase order, acknowledgement, invoice or other business form that either party may use in connection with the transactions contemplated by the Agreement or this SOW shall have any effect on or shall otherwise modify the rights, duties, or obligations of either party under the Agreement or this SOW, regardless of any failure of a receiving party to object to such terms, provisions or conditions.

42 Exit Plan

42.1 The Service Provider will work in collaboration with the Customer to implement an Exit Plan as defined in the Agreement.

STATEMENT OF WORK TEMPLATE - VAAS™

The Parties hereby confirm their agreement to enter into this SOW on the terms of the Agreement.

Signed for and on behalf of: Customer	Signed for and on behalf of: Service Provider
Signed: _____	Signed: _____
Name:	Name:
Title:	Title:
Date:	Date: