

1 DEFINITIONS AND INTERPRETATION

1.1 In this Framework Agreement and each separate SOW, unless expressly stated to the contrary, the following expressions shall have the following meanings:

Acceptance means acceptance of the Bespoke Software by the Client which occurs upon the Bespoke Software passing the Acceptance Tests;

Acceptance Tests means the tests to be performed on the Bespoke Software to test whether it complies in all material respects with the Specification and **Acceptance Testing** shall have the corresponding meaning;

Agreement means this Framework Agreement or the relevant SOW, as appropriate;

Bespoke Software means any bespoke software developed by the Supplier for the Client as part of the Development Services in accordance with a SOW and as described in the Specification but excluding any third party software;

Business Day means a day other than a Saturday or a Sunday or a public holiday in England and Wales;

Charges means the charges payable for the Services under each SOW [calculated in accordance with the Rates (as revised from time to time)];

Client Materials means all information, data, materials, documentation and software in any form which is provided or made available by the Client to the Supplier in connection with the performance of the Services;

Client Representative has the meaning given in clause 3.1.1;

Commencement Date means the date of this Framework Agreement;

Confidential Information of a party shall mean all information, in whatever form, disclosed, made available by, or otherwise emanating from that party in connection with the Agreement (and shall include its terms and, in the case of the Supplier's Confidential Information, all information relating to the specification and performance of the Services), including its terms. Confidential Information shall not include information which:

- (a) at the time of disclosure is in the public domain;
- (b) after disclosure becomes part of the public domain otherwise than by breach by a party of the provisions of the Agreement;
- (c) was already in the possession of the receiving party at the time of disclosure;

- (d) was received by the receiving party after disclosure from a third party who was not required to hold it in confidence; or

- (e) is trivial and/or obvious;

Consultancy Services means the consultancy services provided by the Supplier to the Client as set out in a SOW, but excluding the procurement, licensing, sale, or integration of third party software;

Cover Sheet means the cover sheet attached to or otherwise incorporating this Schedule 1 (Standard Terms) and signed by the parties to it;

Data Protection Legislation means (i) the Data Protection Directive (Directive 95/46/EC) (DP Directive), the General Data Protection Regulation (Regulation (EU) 2016/679) (**GDPR**) and the Directive on Privacy and Electronic Communications (Directive 2002/58/EC) (Privacy Directive) as applicable; (ii) any national legislation implementing or otherwise relating to the DP Directive, GDPR and/or the Privacy Directive; (iii) any applicable data protection laws and regulations, orders and the equivalent, as amended and in force from time to time in the United Kingdom (UK), including but not limited to the Data Protection Act 2018, the Privacy Directive, and all applicable subordinate legislation, statutory instruments and implementing legislation (including without limitation relevant provisions of the European Union (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019/419) implementing, modifying, merging or otherwise relating to the GDPR as retained under UK law (UK GDPR); and (iv) any relevant codes of practice, guidelines and recommendations issued by the Information Commissioner or other applicable regulator, the Article 29 Working Party or European Data Protection Board in relation to the processing of personal data;

Deliverables means the Bespoke Software, the Documentation and any know-how or other works created or supplied by the Supplier or its contractors (whether alone or jointly) under the relevant SOW or otherwise in the course of providing the Services;

Development Services means the development of Bespoke Software by the Supplier as set out in a SOW;

Documentation means any instructional or supplementary materials related to the Bespoke Software, in human or machine readable form, that are provided by the Supplier to the Client pursuant to this Framework Agreement and/or the relevant SOW, but only to the extent that the Supplier, in its sole discretion, makes such materials generally available for commercial distribution;

Financial Distress Event means (i) where the Client receives any demand for repayment of lending facilities; (ii) the Client suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or the Supplier concludes in its discretion that: (iii) the financial position of the Client has deteriorated to such an extent that its ability to pay the Charges or otherwise comply with the terms of the Agreement is put in jeopardy; or (iv) the Client has no realistic prospect of avoiding an Insolvency Event;

Framework Agreement means this framework agreement, including its Schedules;

Insolvency Event means any corporate action, application, order, proceeding or appointment or other step is taken or made by or in respect of a party for any composition, compromise or arrangement with its creditors generally, any restructuring plan, any moratorium, its winding-up (other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation), dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within three Business Days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which that party is incorporated, resident or carries on business;

Intellectual Property Rights means all intellectual property rights, including patents, trade and service marks, rights to domain names, rights in passing off, registered and unregistered designs, rights in confidential information, rights in know-how, database rights, topography rights, copyright (including rights in software), rights in any invention, and applications for registration of any of the foregoing, and the right to apply therefor, in each case in any part of the world;

Malicious Software means any software program or code intended to destroy, interfere with, corrupt or have a disruptive effect on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether such software program or code is introduced wilfully, negligently or without knowledge of its existence;

personal data has the meaning given in applicable Data Protection Legislation;

processing has the meaning given in applicable Data Protection Legislation;

[Rates means the initial rates set out in Schedule 2;]

Services means the Consultancy Services or the Development Services provided by the Supplier, as more specifically set out in the relevant SOW;

SOW means a document agreed in writing by the parties pursuant to this Framework Agreement, setting out the agreed Services, Charges and other applicable terms. A sample SOW is set out at Schedule 4 but any failure to follow such sample SOW shall not affect the validity of a SOW;

Special Conditions means any special conditions set out as such in a SOW;

Specification means the specification for the Bespoke Software, if any, as set out in a SOW and which is developed by the Supplier in accordance with the Client's requirements, and agreed by the Client;

Supplier IPR means all Intellectual Property Rights in or arising from the Bespoke Software (including any modifications, changes or additions to the Bespoke Software), Services or any other services or other items provided by or on behalf of the Supplier (excluding the Client Materials);

Supplier Personnel means the employees, staff, other workers and agents of the Supplier and any of the Supplier's subcontractors or agents who are engaged in the provision of the Services from time to time;

Systems means the Client's information technology systems and equipment;

Term has the meaning set out in the Cover Sheet;

Year means a period of twelve months which starts on the Commencement Date, or any anniversary of the Commencement Date during the Term.

- 1.2 References to statutes or statutory provisions shall be construed to include references to those statutes or statutory provisions as amended or re-enacted from time to time and shall include any orders, regulations, instruments or other subordinate legislation under them.
- 1.3 The headings in the Agreement are for ease of reference only and shall not in any way affect its construction or interpretation.
- 1.4 Reference to a party to the Agreement shall include its personal representatives, successors in title and permitted assigns.
- 1.5 In the event of a conflict between the terms of this Schedule 1 (Standard Terms) and the terms of any other Schedule, the Cover Sheet or any SOW, the terms of this Schedule 1 (Standard Terms) shall prevail over any other terms to that extent except that any Special Conditions shall prevail over any other term of this Agreement.
- 1.6 The terms of the Agreement shall apply to the exclusion of any standard terms and conditions of the Client, including any terms and conditions accompanying the Client's purchase order(s) or other correspondence.
- 1.7 Unless expressly stated to the contrary in the Agreement:
 - 1.7.1 words denoting the singular include the plural and vice versa, words denoting any one gender include all genders and vice versa, and references to persons include individuals, partnerships, bodies corporate and unincorporated associations;
 - 1.7.2 a reference to a recital, clause or Schedule is a reference to a recital or clause of or Schedule to the Agreement and a reference to a sub-clause is a reference to a sub-clause of the clause in which the reference appears;
 - 1.7.3 the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

SUPPLIER'S OBLIGATIONS

- 2.1 The Supplier shall:

2.1.1	use reasonable endeavours to perform the Services and provide the Deliverables in all material respects in accordance with a SOW;	3.1.8	comply with any additional responsibilities of the Client as set out in a SOW; and
2.1.2	perform the Services with reasonable care and skill;	3.1.9	comply with its obligations under all applicable laws in relation to its activities under the Agreement.
2.1.3	comply with its obligations under all applicable laws relating to the performance of the Services;	3.2	The Client warrants and represents to the Supplier that:
2.1.4	ensure that all Deliverables are of satisfactory quality;	3.2.1	the Client Materials are true, accurate and complete; and
2.1.5	co-operate with the Client and provide reasonable information in relation to the Services to the Client as the Client may reasonably require;	3.2.2	that it has all permissions, consents and licences (including third party permissions, consents and licences) as are necessary to allow the Supplier to perform the Services and to access the Systems.
2.1.6	allocate sufficient resources (including Supplier Personnel) to provide the Services in accordance with the terms of the Agreement;	3.3	The Supplier shall not be in breach of the Agreement and shall not be liable to the Client in respect of any failure or delay by the Supplier to perform its obligations under the Agreement to the extent that such failure is a result of:
2.1.7	perform the Services in such a way as to minimise interruption to the business of the Client;	3.3.1	a failure or delay by the Client in performing any of its obligations under the Agreement;
2.1.8	comply with any reasonable requirements for security or encryption which may be notified to the Supplier in advance by the Client in respect of remote access to the Systems; and	3.3.2	the Client providing inaccurate or incomplete Client Materials;
2.1.9	use reasonable endeavours not to introduce any Malicious Software onto the Systems.	3.3.3	any negligent, tortious or unlawful act of the Client, its personnel or suppliers; or
2.2	Any service or performance dates given by the Supplier are given in good faith but are estimates only and time shall not be of the essence in respect of them. The Supplier will use its reasonable endeavours to meet such dates, but will not be liable for any costs or damages resulting from delays.	3.3.4	the Supplier complying with any instruction or request by the Client.
2.3	Where the Services include Development Services, the provisions of Schedule 3 (Development Services) shall apply unless otherwise agreed in the relevant SOW.	3.4	If the Supplier's performance of its obligations under the Agreement is prevented or delayed by an act or omission of the Client or its suppliers then, without affecting any other rights it may have, the Supplier shall be allowed an appropriate extension of time to perform its obligations.
3	CLIENT OBLIGATIONS	4	REQUIREMENTS AND SCOPE MANAGEMENT
3.1	The Client shall:	4.1	The scope and target outcomes of the Services will be as set out in the SOW or as otherwise agreed in writing by the parties and, if necessary, will be captured in the form of the backlog at the epic and user story level.
3.1.1	appoint a representative who shall have the power to make decisions under this Agreement (the Client Representative) and provide the Supplier with the Client Representative's contact details;	4.2	Any Specification shall be agreed by the parties in writing and shall be deemed to be incorporated into the relevant SOW.
3.1.2	give the Supplier reasonable notice of any change to the Client Representative;	4.3	The Client Representative will have authority to agree the SOW, and the Services, to make prioritisation decisions and all other decisions under this Agreement on behalf of the Client.
3.1.3	provide the Supplier and the Supplier Personnel, in a timely manner and at the Client's cost, with such:	4.4	Usual iterative development ceremonies such as sprint planning, backlog grooming and end of sprint show and tell will be followed to track progress and agree the scope of the next sprint.
	(a) Client Materials in any form, including any such items as are specified in a SOW; and	4.5	The Supplier shall be entitled to make changes to the Services or Specification to the extent that such changes are required to comply with any applicable law.
	(b) undisturbed access to the Client's premises, data, Systems and other facilities, including any such access as is specified in a SOW,	4.6	The Supplier shall be entitled to change the Charges to reflect any amendments to the Specification or the Services required by the Client.
	as may be required by the Supplier in connection with the Services;	5	ACCEPTANCE TESTING
3.1.4	procure and maintain all necessary consents, licences and permits (including third party consents, licenses and permits) to enable the Supplier to provide the Services;	5.1	Unless otherwise agreed in a relevant SOW, the Acceptance Testing procedure set out in this clause 5 shall apply to the performance of the Development Services and the provision of the Bespoke Software.
3.1.5	provide the Supplier with access to appropriately skilled and experienced personnel as reasonably required by the Supplier to fulfil its obligations under the Agreement;	5.2	The Supplier shall notify the Client as soon as the Bespoke Software is ready for Acceptance Testing and Client shall carry out the Acceptance Tests for the Bespoke Software.
3.1.6	cooperate with the reasonable requests of the Supplier for the purpose of provision of the Services;		
3.1.7	notify the Supplier of the identity of its main point of contact for the Services in each SOW;		

- 5.3 If the Bespoke Software fails to pass the Acceptance Testing, the Client shall notify the Supplier within 2 Business Days following completion of the Acceptance Testing and the Supplier shall remedy the defects and deficiencies as soon as is reasonably possible and the relevant test(s) shall be repeated within a reasonable time in accordance with this clause 5.
- 5.4 If the Bespoke Software fails to pass the Acceptance Tests following its second submission to Acceptance Testing, then the Client may (without prejudice to the Client's other rights and remedies), by written notice to the Supplier, choose at its sole discretion:
- 5.4.1 to fix a new date for carrying out further tests on the Bespoke Software on the same terms and conditions. If the Bespoke Software fails such further tests then Customer may request a repeat test under this clause 5 or proceed under clause 5.4.2; or
- 5.4.2 to accept the Bespoke Software subject to such change of acceptance criteria, amendment of Specification and/or reduction in the Charges as, after taking into account all the relevant circumstances, is reasonable.
- 6 ACCEPTANCE**
- 6.1 Acceptance of the Bespoke Software shall be deemed to have occurred on whichever is the earliest of:
- 6.1.1 the signing by Client of an acceptance certificate for the Bespoke Software following successful completion of Acceptance Testing;
- 6.1.2 the expiry of five Business Days after the completion of all the Acceptance Tests, unless the Client has given written notice under clause 5.3; or
- 6.1.3 the use of the Bespoke Software by the Client in the normal course of its business (other than for Acceptance Test purposes).
- 7 CHARGES AND PAYMENT**
- 7.1 In consideration of the provision of the Services and Deliverables by the Supplier, the Client shall pay the Charges.
- 7.2 The Supplier shall be entitled to invoice the Client for the Charges at the intervals specified in the SOW. If no intervals are specified, the Supplier shall be entitled to invoice the Client at the end of each month for the Services supplied during that month.
- 7.3 Payment of the Supplier's invoices shall be made by the Client no later than 15 (fifteen) Business Days after the date of the applicable invoice.
- 7.4 All Charges and payments to be made by the Client under the Agreement shall be exclusive of VAT, which shall be payable by the Client in addition, wherever relevant at the rate and in the manner from time to time prescribed by law.
- 7.5 [Where the Charges are calculated on a time and materials basis:
- 7.5.1 the Supplier's daily rates are calculated on the basis of an [eight hour day], worked during Working Hours;
- 7.5.2 an overtime rate of [·]% of the standard daily rate shall apply for any time worked outside Working Hours.]
- 7.6 Where the Charges are calculated on a fixed price basis, the amount of those Charges shall be as set out in the SOW.
- 7.7 All amounts due to the Supplier under the Agreement shall be paid in full without any set-off, abatement, cross claim, deduction or withholding of any kind other than as required by law. Where any deductions from payments are required by law, the Client shall pay such grossed-up amount to the Supplier as is required to ensure the Supplier is not detrimentally affected by the deduction required to be made.
- 7.8 If the Client fails to make any payment when due, the Supplier may charge interest at an annual rate equal to four per cent above the official Bank Rate from time to time (as determined by the Bank of England's Monetary Policy Committee), which shall accrue daily (both before and after any judgment) and shall be compounded quarterly.
- 7.9 If payment of any amount due from the Client is overdue by 10 (ten) Business Days or more or a Financial Distress Event occurs, the Supplier may:
- 7.9.1 suspend performance of the Services in whole or in part; and/or
- 7.9.2 amend the terms set out in this clause 7 including to reduce the period for payment set out in clause 7.3 or require payment of the Charges monthly in advance, by providing at least five Business Days' notice to the Client.
- 7.10 The Supplier may increase the Rates and any Charges specified in [a / the]* Statement of Work (SOW) with effect from 1st July each year. The increase will never be more than the Retail Price Index(PRI) for the preceding year plus 2%. The Supplier shall provide notice to the Client in writing at least 30 days prior to the effective date of the increase. If the Client does not wish to agree to the increased Charges, they may terminate the relevant work in accordance with the relevant termination clause.
- 8 LIMITATIONS ON LIABILITY**
- 8.1 Subject to clauses 8.3 and 8.6, the Supplier's total aggregate liability however caused, arising out of or in connection with each SOW in any Year shall be limited to the total of the Charges paid or payable under the relevant SOW in that Year.
- 8.2 To the extent that the Supplier has any liability arising out of or in connection with this Framework Agreement, such liability, however caused, shall be limited to £1,000 (one thousand pounds).
- 8.3 Notwithstanding any other provision of the Agreement, but subject to clause 8.6, the Supplier shall have no liability however caused in each case whether suffered by the Client or any third party for any:
- 8.3.1 direct or indirect loss of or damage to:
- (a) profit;
- (b) revenue;
- (c) production;
- (d) business;
- (e) contracts;
- (f) opportunities;
- (g) anticipated savings;
- (h) data;
- (i) goodwill;
- (j) reputation;
- (k) use; or
- 8.3.2 costs of wasted management or staff time; or
- 8.3.3 indirect or consequential loss or damage; or

- 8.3.4 loss or damage suffered by the Client as a result of a claim brought by a third party.
- 8.4 The parties agree that each of the sub-clauses in clause 8.3 and each of the sub-paragraphs 8.3.1(a) to 8.3.1(k) in sub-clause 8.3.1 constitute separate terms and the introductory wording of clause 8.3 shall be applied to each of them separately. If there is any claim or finding that any such individual sub-clause or sub-paragraph is unenforceable for any reason, such unenforceability shall not affect any other provision within clause 8.3 or otherwise.
- 8.5 The term "however caused" when used or referred to in this clause 8 shall cover all causes and actions giving rise to liability of the Supplier arising out of or in connection with the Agreement or the Services: (i) whether arising by reason of any misrepresentation (whether made prior to and/or in the Agreement), negligence, other tort, breach of statutory duty, repudiation, renunciation or other breach of contract, restitution or otherwise; (ii) whether arising under any indemnity; (iii) whether caused by any total or partial failure or delay in supply of the Services; and (iv) whether deliberate (but not in bad faith) or otherwise, however fundamental the result.
- 8.6 The Supplier's liability shall not be limited or excluded by any provision of the Agreement to the extent prohibited or limited by law and in particular nothing in the Agreement shall exclude or limit liability:
- 8.6.1 for death or personal injury caused by negligence to the extent prohibited by law;
- 8.6.2 for fraudulent misrepresentation or other fraud.
- 8.7 Except as expressly set out in the Agreement all warranties, conditions, terms and liabilities express or implied, statutory or otherwise, on the part of the Supplier, in respect of compliance with descriptions, quality or fitness for purpose are excluded except to the extent such exclusion is prohibited or limited by law.
- 8.8 Without prejudice to any duty of the Client at common law, the Client shall take such steps as the Supplier may reasonably require to mitigate or reduce any losses or claims that may arise in relation to the Agreement.
- 8.9 Any claim by the Client against the Supplier however caused shall be fully barred and unenforceable unless written notice of such claim (including reasonable details of the claim and the amount thereof) shall have been given to the Supplier no later than 12 months after the date the Client first became (or ought reasonably to have become) aware of the circumstances giving rise to the claim.
- 9 **INTELLECTUAL PROPERTY RIGHTS**
- 9.1 Notwithstanding any other provision of the Agreement except clause 10 (Ownership of Bespoke Software), Supplier IPR belongs to the Supplier and/or its licensors exclusively and the Client shall have no rights in relation to them other than the limited right to use them as is necessary for the term of the relevant Agreement for the proper and usual use of the Services. If notwithstanding this, any Supplier IPR is acquired by the Client (including any new Supplier IPR), the Client hereby assigns all such Supplier IPR to the Supplier.
- 9.2 The Client grants the Supplier a non-exclusive, royalty-free licence to use, copy and modify the Client Materials for the term of the relevant Agreement for the purpose of providing the Services.
- 9.3 If a claim is brought against the Supplier that the Supplier's use of the Client Materials in accordance with this Agreement infringes a third party's Intellectual Property Rights (a **Client IP Claim**), the Client indemnifies and keeps the Supplier indemnified at all times against all claims, allegations, demands, costs (including legal costs on a full indemnity basis), compensation claims, penalties, fines, expenses, losses and liabilities incurred by the Supplier arising out of or in connection with the Client IP Claim.
- 9.4 If a claim is brought against the Client that the Client's use of the Supplier IPR in accordance with this Agreement infringes a third party's Intellectual Property Rights (a **Supplier IP Claim**), the Supplier indemnifies and keeps the Client indemnified at all times against all claims, allegations, demands, costs (including legal costs on a full indemnity basis), compensation claims, penalties, fines, expenses, losses and liabilities incurred by the Client arising out of or in connection with the Supplier IP Claim. The provisions of clauses 9.3 and 9.4 shall not apply to any claim unless the indemnified party:
- 9.5.1 promptly and in any event within seven days of becoming aware of the same notifies the other party of any actual, potential or threatened claim;
- 9.5.2 makes no admission as to liability nor agrees to any settlement of a claim without the indemnifying party's prior written consent;
- 9.5.3 promptly provides at its own expense all assistance, co-operation and information required by the indemnifying party in connection with any actual, potential or threatened Customer Intellectual Property Claim or Supplier Intellectual Property Claim;
- 9.5.4 takes reasonable steps to mitigate losses it may suffer as a result of the claim;
- 9.5.5 gives the indemnifying party sole conduct and control of (including sole authority to defend or settle) the claim; and
- 9.5.6 where the indemnifying party does not elect or is otherwise unable to conduct a claim in accordance with clause 9.5.5, take such action as the indemnifying party may reasonably request to avoid, dispute, resist, mitigate, settle or defend the claim and to appeal against any judgment given in respect of the claim.
- 9.6 The provisions of clause 9.4 shall not apply to a Supplier IP Claim which is attributable to or arises as a result of:
- 9.6.1 the use of the Supplier IPR in combination with any hardware, software, materials or other equipment not supplied or approved in writing by the Supplier;
- 9.6.2 any modification of the Supplier IPR, other than by or on behalf of the Supplier;
- 9.6.3 the use of the Supplier IPR in a manner contrary to the Supplier's instructions;
- 9.6.4 the use of the Client Materials;
- 9.6.5 the use of the Supplier IPR after notice of the actual or alleged infringement;
- 9.6.6 bespoke work produced by the Supplier based on the Client's specific instructions or requirements; or
- 9.6.7 the Client's breach, negligence or wilful misconduct.
- 9.7 If any Supplier IP Claim is made, or in the Supplier's reasonable opinion is likely to be made, the Supplier may, at its sole discretion:

- 9.7.1 procure for the Client the right to continue using the Supplier IPR (or any part thereof) which are the subject of the Supplier IP Claim;
- 9.7.2 modify or replace the Supplier IPR in question so that it becomes non-infringing; or
- 9.7.3 if the remedies set out in clauses 9.7.1 or 9.7.2 are not in the Supplier's opinion reasonably available (including on the grounds of cost), terminate the Agreement immediately by notice in writing to the Client and refund the Charges paid by the Client as at the date of termination (less a reasonable sum in respect of the Client's use of the Supplier IPR to the date of termination).

9.8 This clause 9 sets out the Client's sole and exclusive remedies and the Supplier's only liability in respect of any Supplier IP Claim.

10 OWNERSHIP OF BESPOKE SOFTWARE

- 10.1 Unless otherwise set out in the SOW or agreed in writing by the parties, the provisions of this clause 10 apply to any Bespoke Software.
- 10.2 On receipt by the Supplier of all of the relevant Charges due to the Supplier in accordance with this Agreement, all Intellectual Property Rights in the Bespoke Software shall immediately vest in and shall be and remain the sole and exclusive property of the Client and the Supplier shall acquire no rights or interest in or to the same.

11 TERM AND TERMINATION

- 11.1 This Framework Agreement shall be legally binding from the Commencement Date and shall continue, subject to earlier termination in accordance with its terms, until the expiry of the Term and on the expiry of the Term it shall terminate automatically.
- 11.2 Each SOW shall have the duration specified in it.

Termination for convenience

- 11.3 Either party may terminate this Framework Agreement and/or any SOW at any time by giving to the other party not less than [90] days' prior notice in writing.

Termination of this Framework Agreement

- 11.4 Without affecting any other rights or remedies available to it, either party shall be entitled to terminate this Framework Agreement and/or suspend its performance immediately without liability to the other by giving notice in writing to the other party if the other party:
 - 11.4.1 commits an irremediable material breach of this Framework Agreement; or
 - 11.4.2 commits a material breach of this Framework Agreement which is capable of being remedied but has failed to remedy such breach within 30 days after having received notice in writing from the terminating party requiring the same.

Termination of SOWs

- 11.5 Without affecting any other rights or remedies available to it, either party (being the **Terminating Party**) shall be entitled to terminate any SOW and/or suspend its performance immediately without liability to the other (being the **Breaching**

Party) by giving notice in writing to the Breaching Party if the Breaching Party:

- 11.5.1 commits an irremediable material breach of the relevant SOW; or
- 11.5.2 commits a material breach of the relevant SOW which is capable of being remedied but has failed to remedy such breach within 30 days after having received notice in writing from the Terminating Party requiring the same.

Termination for Insolvency Events

- 11.6 Without affecting any other rights or remedies available to it, either party shall be entitled to terminate this Framework Agreement and/or any SOW or suspend its performance without liability at any time on giving notice in writing to the other party if the other party suffers an Insolvency Event.

Supplier termination

- 11.7 Without affecting any other right or remedy available to it, the Supplier may terminate this Framework Agreement and/or any SOW on giving written notice to the Client if:
 - 11.7.1 payment of any amount due from the Client is overdue by twenty Business Days or more;
 - 11.7.2 a Financial Distress Event occurs; or
 - 11.7.3 there is a change of control or ownership of the Client.

12 CONSEQUENCES OF TERMINATION

- 12.1 On termination of this Framework Agreement, however arising, each SOW then in force at the date of such termination shall nevertheless continue in full force and effect, unless terminated in accordance with its terms.
- 12.2 On termination of any SOW, however arising:
 - 12.2.1 this Framework Agreement and any other SOW then in force at the date of such termination shall nevertheless continue in full force and effect, unless terminated in accordance with its terms;
 - 12.2.2 the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest in connection with the relevant SOW and, in respect of the Services supplied under the relevant SOW but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt; and
 - 12.2.3 the Client shall immediately pay to the Supplier any unrecovered costs of the Supplier which were intended to be recovered through the payment of the Charges and any other termination payments specifically referenced in the SOW.
- 12.3 Termination or expiry of this Framework Agreement or any SOW howsoever caused shall not affect any rights or liabilities which have accrued prior to the date of its termination or expiry or the continuance in force of any provision intended to come into or continue in force after termination or expiry.

13 FORCE MAJEURE

The Supplier shall not be liable for any delay in performance of, or failure to perform, its obligations under the Agreement if such delay or failure results from circumstances beyond its reasonable control, including but not limited to strikes, lockouts or other industrial action (whether involving the workforce of the

Supplier or of any other party), acts of God, epidemics, pandemics, civil emergencies, war, riot, civil commotion, acts of terrorism, theft, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, failure or breakdown of plant, machinery, systems or vehicles, fire, flood, extreme weather conditions, power failure, failure of telecommunications networks or default of suppliers or sub-contractors.

14 EMPLOYEES

The parties agree that it is not intended that the entry into an Agreement, its performance, extension, reduction in scale, expiry or termination shall have the effect of transferring the employment contract of any employees of one party (**Transferor**) to the other (**Transferee**) pursuant to any applicable law. If however this does, or is alleged to occur, the Transferee may within 3 months of becoming aware of such event, terminate such contract and the Transferor shall indemnify and keep the Transferee indemnified in respect of all and any demands, liabilities, expenses costs and claims suffered or incurred by the Transferee arising out of or in connection with the actual or alleged transfer.

15 NON-SOLICITATION

Except as a result of a response to a general public advertisement not specifically targeted at any employee of the Supplier, while this Agreement is in force and for a period of twelve months following its expiry or termination, the Client shall not solicit the employment of, or employ or offer employment to any person who is or has been engaged as an employee of the Supplier on work or activities relating to the Services and/or this Agreement. In this clause "employ" and "employment" shall include, without limitation, the engagement of such person in any capacity, whether as an employee, director, contractor, consultant or otherwise. If the Client is in breach of this provision, it shall, if requested, pay to the Supplier as liquidated damages, an amount equal to one half of the value of the final gross annual emoluments payable by the Supplier, to such person including any bonus entitlement and commissions and calculated before deduction of tax, national insurance or any other deductions. Any claim for or payment of such liquidated damages shall be without prejudice to the Supplier's right to seek injunctive or other equitable relief.

16 CONFIDENTIALITY

16.1 Each party shall treat as confidential any Confidential Information of the other and shall not divulge such Confidential Information to a third party nor make any use of such Confidential Information (other than in performance of the Agreement) without the other's written consent.

16.2 Nothing in the Agreement shall prevent a party from disclosing information:

16.2.1 to those of its officers, employees, consultants and contractors reasonably required to have the same in

order for such party to perform its obligations under the Agreement provided that it procures that such persons and entities comply with the provisions of this clause;

16.2.2 to its solicitors, accountants, surveyors, insurers and other professional advisors under an obligation of confidentiality; and

16.2.3 as is required to be disclosed by a party by an order of any court of competent jurisdiction or in connection with any proceedings of any such court or otherwise by force of law or regulation having the force of law or the rules of any regulatory authority.

16.3 The Client permits the Supplier to make reference to the Client as a customer of the Supplier in the Supplier's publicity materials.

17 DATA PROTECTION

17.1 Each party shall comply with its obligations under applicable Data Protection Legislation.

17.2 Where the Client provides the Supplier with data, or requires the Supplier to Process any data, including Personal Data, the Client warrants and represents that it has all rights and authorisations to share such data with the Supplier and that it is not in breach of applicable Data Protection Legislation or any other applicable law in so doing.

17.3 The Client indemnifies and keeps the Supplier indemnified at all times against all claims, allegations, demands, costs (including legal costs on a full indemnity basis), compensation claims, penalties, fines, expenses, losses and liabilities incurred by the Supplier arising out of or in connection with the Client's breach of clause 17.2 including in relation to:

17.3.1 any Processing of the data referred to in clause 17.2 carried out by the Supplier; and

17.3.2 any claim or allegation that the use of the Supplier data referred to in clause 17.2 breaches any third party Intellectual Property Rights.

18 ASSIGNMENT AND SUB-CONTRACTING

18.1 The Supplier shall be entitled to assign, novate, charge, sub-contract or declare a trust over all or any of its rights and obligations under the Agreement. The Client shall enter into any documentation, including novation agreements, reasonably required by the Supplier in order to effect any such transfers to third parties.

18.2 The Client shall not without the prior written consent of the Supplier assign, novate, charge, sub-contract or declare a trust over all or any of its rights and obligations under the Agreement.

19 NOTICES

19.1 Any notice given under the Agreement shall be in writing, in English and may be served by leaving it at, or by sending it by pre-paid first class post or recorded delivery to, the intended recipient's address. The address of a party for service of notices is the address set out in the Agreement or such other address as a party may designate by notice given in accordance with this clause. A notice is deemed to be received when left at the recipient's address or, if sent by pre-paid first class post or

	recorded delivery, forty-eight hours from the date of posting. If such deemed receipt is not within business hours (being between 9.00 am and 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to be received when business hours next commence.			any statement, representation, warranty or other term which is expressly set out in the Agreement.
19.2	Each party agrees that without preventing any other mode of service permitted by any rule of court, any document in any proceedings (including but not limited to any claim form or other originating process) may be served on any party by being delivered to or left for that party at its postal address for service of notices under clause 19.1. Where the Client's such address is not in the United Kingdom, it undertakes to maintain at all times an address in the United Kingdom for the service of proceedings and to notify the Supplier in advance of any change to it from time to time in accordance with the manner prescribed for service of notices under clause 19.1.	20.4	No provision of the Agreement shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.	
		20.5	No variation of an Agreement shall be effective unless and until it is made in writing and signed by each of the parties to the Agreement or on their behalf by duly authorised representatives.	
		20.6	Any failure to exercise or delay by a party in exercising a right or remedy arising in connection with an Agreement or by law shall not constitute a waiver of such right or remedy or of any other rights or remedies.	
		20.7	If any term of an Agreement is declared to be invalid or unenforceable in any respect. insofar as it is severable from the remaining terms, it shall be deemed omitted from the Agreement and the validity and enforceability of the remaining terms of the Agreement shall not as a result in any way be affected or impaired.	
20	GENERAL	20.8	Nothing in an Agreement constitute a partnership, joint venture, representative or agency relationship between the parties to it or have effect as constituting any relationship of employer and employee between the parties.	
20.1	Without prejudice to its other rights and remedies the Supplier shall be entitled but not obliged at any time or times without notice to the Client to set off any liability of the Client to the Supplier against any liability of the Supplier to the Client (in either case however arising) whether any such liability is present or future, liquidated or unliquidated.	20.9	An Agreement may be executed in any number of counterparts, each of which when executed by one or more of the parties shall constitute an original but all of which, when dated with the same date, shall constitute one and the same agreement.	
20.2	The Framework Agreement together, where relevant, with a SOW constitutes the entire agreement and understanding of the parties and supersedes any previous agreements or understandings between them, whether written or oral, with respect to the arrangements contemplated by or referred to in them.	21	GOVERNING LAW AND JURISDICTION	
20.3	Each party acknowledges and agrees that:	21.1	Each Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with any Agreement or its subject matter or formation (including non-contractual disputes or claims).	
	20.3.1 in entering into the Agreement it does not rely on and shall have no remedy in respect of any statement, representation, warranty (in each case whether negligently or innocently made) or understanding of any person (whether party to the Agreement or not) which is not expressly set out in the Agreement; and			
	20.3.2 no party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on			