



Terms & Conditions

Technology Consultancy, Implementation and Support



Crown
Commercial
Service

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the "Agreement") is by and between _____ ("CUSTOMER"), and MTX Consulting UK Limited ("PROVIDER") and has the effective date of _____ ("Effective Date"). This Agreement is governed by and construed in accordance with the laws of England and Wales.

PROVIDER and CUSTOMER agree as follows:

1. Agreement Structure

1.1. This Agreement serves as the master agreement between the parties. It sets forth the basic terms applicable to the performance of services by PROVIDER during the term of this Agreement. Specific terms for a particular project ("Project") and the performance of particular services ("Services") are detailed in a Statement of Work (the "SOW"). Each SOW references this Agreement and is governed by its terms and conditions. In the event of a conflict, the terms of this Agreement control unless the SOW expressly states otherwise. Specific terms in a SOW shall not affect any other SOW under this Agreement without explicit mutual consent.

1.2. If CUSTOMER wishes to amend a SOW, they must notify PROVIDER, and both parties shall agree in writing on necessary adjustments to accommodate such changes.

2. Payment

2.1. CUSTOMER shall pay PROVIDER as set forth in the SOW.

2.2. PROVIDER shall supply CUSTOMER with a written invoice for all amounts due, with payment terms of no less than forty-five (45) days from the invoice date. PROVIDER is solely responsible for all expenses incurred in connection with the performance of Services, unless otherwise agreed in writing in the SOW.

3. Ownership of Work

3.1. PROVIDER agrees that all tangible deliverable materials ("Work Product") it produces within the scope of its engagement are considered "works made for hire". If ownership of any Work Product does not automatically vest in CUSTOMER by law, PROVIDER hereby assigns all rights, title, and interest in such Work Product to CUSTOMER.

3.2. PROVIDER may develop knowledge, skills, and experience during this Agreement which are not limited by this Agreement in their subsequent use, provided such use does not disclose confidential information or breach this Agreement.

4. Warranties

4.1. PROVIDER warrants that its Services will not breach any agreements or obligations to third parties and that the Work Product will not infringe any intellectual property rights of third parties.

4.2. Neither party is liable for consequential, special, or incidental damages, except as can not be excluded under UK law.

4.3. If any remedy fails of its essential purpose, all limitations and exclusions of damages herein remain effective.

5. Indemnity

PROVIDER shall indemnify CUSTOMER against all claims arising from any breach of PROVIDER's warranties. CUSTOMER shall indemnify PROVIDER against claims arising from CUSTOMER's negligence or willful conduct.

6. Confidentiality

6.1. "Confidential Information" includes all non-public information disclosed during this Agreement.

6.2. Both parties shall protect Confidential Information with the same degree of care as for their own confidential information, and not disclose it, except to employees or consultants on a need-to-know basis.

6.3. In the event of legal disclosure requirements, the Receiving Party shall notify the Disclosing Party promptly.

6.4. Confidentiality obligations last three years post-disclosure or indefinitely for trade secrets.

7. GDPR Compliance

7.1. Data Processing Agreement: PROVIDER and CUSTOMER will process personal data in accordance with the requirements of the General Data Protection Regulation (GDPR). Both parties will implement and maintain appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration, or disclosure.

7.2. Sub-processors: PROVIDER may engage sub-processors for processing personal data. CUSTOMER will be informed of any changes to sub-processors and can object to such changes.

7.3. Data Subject Rights: PROVIDER shall assist CUSTOMER in responding to requests from data subjects under the GDPR. If PROVIDER receives a direct request from a data subject, it will promptly redirect the request to CUSTOMER.

7.4. Data Breaches: PROVIDER will notify CUSTOMER without undue delay after becoming aware of any personal data breach.

7.5. Data Transfer: Data transfers outside the EEA will comply with GDPR transfer mechanisms to ensure data protection.

7.6. Termination and Deletion: Upon termination, PROVIDER will return or delete all personal data unless required by law to retain it.

8. Term and Termination

This Agreement lasts one year from the Effective Date, unless terminated earlier. CUSTOMER may terminate at any time without cause subject only to payment for Services performed up to the date of termination.

9. General Provisions

9.1. PROVIDER is an independent contractor; no employment, joint venture, or partnership is created by this Agreement.

9.2. This Agreement is binding on successors and assigns.

9.3. Any disputes hereunder are subject to the exclusive jurisdiction of the courts of England and Wales.

9.4. This document constitutes the entire agreement between the parties; no modification is effective unless in writing and signed by both parties.



PROVIDER – MTX Consulting UK Limited

By:
Its:

CUSTOMER -----

By:
Its:

Subject To Contract