



SERVICE AGREEMENT

BETWEEN

CIRRUS SOFTWARE SOLUTIONS LTD

Click or tap here to enter text.

AND

CONTRACT NUMBER: Click or tap here to enter text.

This Service Agreement (Agreement) is made between:

Cirrus Software Solutions Ltd of Midway House Herrick Way, Staverton, Cheltenham, England, GL51 6TQ (Company reg no: 14137781) (**Cirrus**)

And

Click or tap here to enter text. of Click or tap here to enter text. (Company reg no: Click or tap here to enter text.) (**Client**)

Whereas:

- A. Cirrus is a software and services provider to various UK Government Departments and to companies and organisations in related industries;
- B. Client is Click or tap here to enter text..
- C. The parties have agreed that Cirrus will provide software engineering services to the Client for the purpose of Click or tap here to enter text..

The parties are agreed as follows:

1. Definitions

Client shall mean the agreeing party as referenced in section 'B'.

Confidential Information means confidential or proprietary data or information disclosed by Cirrus and/or Client under this Agreement (i) in written, graphic, machine recognisable, electronic, sample, or any other visually perceptible form, which is clearly designated as "confidential" or "proprietary" at the time of disclosure, and (ii) in oral form, if it is identified as confidential at the time of disclosure, and confirmed in a written summary designated as "confidential" or "proprietary" within thirty (30) days after disclosure.

Cirrus shall mean the agreeing party as referenced in section 'A'.

Data Protection Requirements means the Data Protection Act 1998, Directive 95/46 EC and any other associated legislation or regulations.

GDPR means General Data Protection Regulation 2016/679.

Good Industry Practice means at any time the standards, practices, methods and procedures and the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services like Cirrus or the Client, such supplier seeking to comply with its contractual obligations in full and complying with applicable laws, acting in good faith and with sufficient resources (including financial) to perform their obligations.

HMG means His Majesty's Government.

2. Scope of Services

- 2.1 Cirrus will provide software engineering services to the Client as detailed in Appendix 1 Statement of Services (Service). The parties further agree that any future Service shall be bound by the terms of this Agreement by providing further Statements of Services, each signed and dated by both parties. Any changes to existing Work Packages shall be agreed by both parties and the Work Package amended in writing.

- 2.2 Cirrus and the Client agree to exchange information where it is mutually beneficial to the relationship in developing prospective business.
- 2.2 Cirrus may at any time and without giving the Client prior notice make changes to the Service that are necessary to comply with any applicable statutory requirements and shall promptly inform the Client of any such changes.

3. Term and Termination

- 3.1 The term of this Agreement shall commence on the Effective Date and shall continue until terminated by Cirrus or the Client giving 1 week's written notice of its intention to terminate the Agreement.
- 3.2 Cirrus shall have the right to terminate the Agreement immediately if Client is not performing any of their on-going obligations as stated in Appendix 1 to Cirrus 's reasonable satisfaction.
- 3.3 Either party may immediately terminate this Agreement if the other party has a receiver or administrator or administrative receiver appointed over the whole or any substantial part of its business or assets or if any order is made or a resolution is passed for its winding up (other than for the purpose of a bona fide amalgamation or reconstruction). Either party shall notify the other in writing immediately upon the occurrence of any of the above events.
- 3.4 Cirrus may terminate this Agreement upon prior written notice if the Client commits a material breach of its obligations under this Agreement and fails to remedy the same within 14 working days of such notice. Such termination shall come into effect immediately following the end of such notice period if such breach is not remedied to Cirrus's satisfaction within such 14 working day period.

4. Price and Payment

- 4.1 The Client shall pay Cirrus the agreed price as detailed in Appendix 1 and in accordance with the Payment Schedule, if any, that is specified. Otherwise Cirrus shall present invoices upon completion of obligations in arrears basis and invoices shall become due 30 days from receipt of a correct invoice. The invoices shall be provided in an agreed form, in the currency of the client and shall include a record of the work delivered.
- 4.2 In the event the Client considers that an invoice submitted by Cirrus is incorrect, the Client will notify Cirrus without delay so that the matter may be discussed and any errors resolved.

5. Warranties

- 5.1 The Cirrus shall perform the Services in a professional and workmanlike manner and in accordance with Good Industry Practice. Cirrus warrants that its personnel will have the know-how, expertise, qualifications, expertise and necessary experience to perform the Services.
- 5.2 The Client agrees that by signing this agreement, the client will act in accordance with any advice or guidance issued by Cirrus that falls in line with HMG standards (as appropriate) and will ensure that personnel retain know-how and awareness of their obligations.

6. Client's Obligations

- 6.1 Client will uphold the obligations as specified in Appendix 1 throughout the contracted period(s) and perform these to Cirrus satisfaction.
- 6.2 The Client shall remedy at its own expense any Services that fail to meet Cirrus satisfaction and which failures have been advised to the Client in writing. If the Client fails to remedy such Services in accordance with this clause 6.2, Cirrus shall be entitled to terminate this Agreement or the

relevant Work Package in accordance with clause 3.4 and the Client shall fully indemnify Cirrus on demand for all additional costs, expenses and fees incurred by Cirrus as a result of such failure, including any additional costs, expenses and fees payable by Cirrus.

6.3 The Client shall:

6.3.1 comply with the rules and regulations of Cirrus, as applicable, including but not limited to safety, security and confidentiality rules;

6.3.2 observe all reasonable and lawful instructions of Cirrus;

6.3.3 take reasonable security precautions with materials and information under its control.

6.4 While the Client's methods of working shall be its own, the Client shall comply with all reasonable requests to abide by Cirrus nominated process and quality standards applicable to the Services and provided to the Client.

6.5 The Client shall have no authority to make any agreement or incur any liability on behalf of Cirrus. Cirrus shall not be liable for any acts, omissions to act, contracts, commitments, promises or representations made by the Client, except as specifically authorised in this Agreement or as the parties may otherwise expressly agree in writing.

7. Cirrus Obligations

7.1 Cirrus shall, during the duration of any Agreement:

7.1.1 ensure provision to the Client of Cirrus and, where made available to Cirrus, Client regulations, standards, documentation, access to systems and materials applicable to or necessary for provision of the Services;

7.1.2 provide a named contact point who will liaise with Client on management issues regarding provision of the Services.

8. Confidentiality, Data Protection and GDPR

8.1 Cirrus, acting as the Data Processor will (i) maintain the confidentiality of the Confidential Information, the Data Subject and not disclose it to any third party, except as authorised by the original disclosing party in writing; (ii) restrict disclosure of Confidential Information only to employees and contract employees who have a "need to know" in order for the party to perform its obligations and exercise its rights under this Agreement, and who are bound to maintain the confidentiality of the Confidential Information by terms of nondisclosure no less restrictive than those contained herein; (iii) handle Confidential Information with the same degree of care that Cirrus applies to its own confidential information, but in no event, less than reasonable care, and (iv) use Confidential Information for a legitimate interest such as the purpose of performing, and to the extent necessary to fulfil, its legitimate obligations under this Agreement; (v) promptly notify the Client upon discovery of any unauthorised use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorised actions or breaches of this Agreement; (vi) remove and destroy any data held on the Data Subject once it is no longer required under HMG vetting regulations. Confidential Information is and at all times will remain the property of the disclosing Party.

8.2 The existence of this Agreement shall be treated as confidential and either party may not disclose this fact to other customers or prospective customers including listing details of the other party on its company web sites and literature. Except as may be required by applicable law, neither

party shall disclose to any third party the contents of this Agreement without the prior written consent of the other party.

8.3 For the purposes of the Data Protection Act 1998 and GDPR, Cirrus is the Data Controller of Personal Data (as defined by the Data Protection Act 1998 and GDPR) and the Data Processor. Cirrus and the Client agree to process all Personal Data disclosed by the Client for the purposes of this Agreement in compliance with the Act.

8.4 In the performance of its obligations under this Agreement Cirrus shall (and shall procure that its personnel shall) at all times:

8.4.1 comply with their obligations under the Data Protection Requirements;

8.4.2 comply with any applicable codes of practice or other relevant guidance issued by the Information Commissioner's Office in connection with the Data Protection Requirements; and

8.4.3 not perform their obligations under this Agreement in such a way as to cause the other party to breach any of its obligations under the Data Protection Requirements.

8.5 Cirrus shall:

8.5.1 not delete or remove any proprietary notices or other notices contained within or relating to any Client data ("Data");

8.5.2 not alter, store, copy, disclose or use the Data, except as necessary for the performance of this Agreement or as otherwise expressly authorised by this Agreement;

8.5.3 preserve, so far as possible, the integrity of the Data and prevent its loss, damage, corruption, disclosure, theft, manipulation or interception (taking all precautions as may be necessary for such preservation);

8.5.4 make secure back-up copies of the Data on such regular basis as is reasonable for the particular data concerned or as is instructed by Cirrus or the Client from time to time; and

8.5.5 immediately notify the Client if any of the Data is lost, becomes corrupted, is damaged or is deleted accidentally.

8.5.6 Remove and destroy all Data no longer necessary to fulfil the contractual obligations of the Agreement once completed.

9. Liability

9.1 Cirrus is engaged for the ability and expertise of its personnel in the subject matter of the Services upon which the Client shall rely.

9.2 Except in relation to any indemnities provided under this Agreement, in no event shall either party be liable for any loss of profit, revenue, business interruption or consequential or indirect loss whether caused by negligence, breach of contract or otherwise and whether or not such losses were foreseeable at the commencement of the Agreement.

10. Force Majeure

10.1 Neither Party will be in default of its obligation hereunder to the extent that its performance is delayed or prevented by a force majeure, which is defined as an event, circumstance, or act of a

third party that is beyond the Party's reasonable control and could not have been avoided by the exercise of due care.

11. Relationship Between the Parties

- 11.1 The parties are each independent contractors with respect to this Agreement. This Agreement does not, and shall not constitute, create, give effect to or otherwise imply an employment relationship, joint venture, partnership or formal business organisation of any kind. Under no circumstances shall Cirrus-supplied personnel be construed to be employees or agents of the Client for any purpose.
- 11.2 Neither party can assign any of their rights under this Agreement without the consent of the other party, which shall not be unreasonably withheld.

12. Notices

- 12.1 All notices, consents, requests, demands, or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be by hand delivery with acknowledgement of receipt, sent by Registered mail to the addresses shown at the head of this Agreement or by email to the addresses shown in 12.3. Either party may change its address by written notice to the other party.
- 12.2 Notices shall be deemed to have been received:
- 12.2.1 if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business of the recipient immediately following the day of delivery;
- 12.2.2 if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- 12.2.3 if sent by facsimile or electronic means:
- (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
- (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.
- 12.3 Notices should be emailed to:
- (a) Admin@cirrussoftwaresolutions.com for Cirrus Software Solutions.
- (b) for Client.

13. Governing Law and Dispute Management

- 13.1 The validity, interpretation and/or enforcement of this Agreement shall be governed by and construed according to the laws of England and under the exclusive jurisdiction of the English Courts.
- 13.2 If any dispute arises between the Parties, a director or other senior representative of each Party will, at the request of either Party, meet in a good faith effort to resolve the dispute. If the dispute is not resolved at that meeting or if no meeting takes place within 10 days of it being requested, either party may propose that the dispute is referred to mediation and the other party will consider this proposal in good faith. The mediator, if not appointed by agreement between the Parties, will

be nominated by the Centre for Dispute Resolution in London. The rules of procedure for the mediation shall be determined by the mediator in consultation with the Parties. Nothing herein prevents either party from resorting directly to judicial proceedings if the dispute is with respect to Intellectual Property Rights, Confidential Information, Data Protection, Anti-bribery or interim relief from a court is necessary to prevent serious and irreparable injury to a party or others.

- 13.3 If the dispute cannot be resolved through mediation within forty-five (45) days, either Party may submit the dispute to the English Courts.

14. General

- 14.1 Failure of a party to enforce at any time or for a period of time any provision of this Agreement shall not be construed to be a waiver of that provision or of the rights of that party thereafter to enforce that and every other provision.
- 14.2 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties in agreeing to that provision without illegality. If such amendment proves impossible, that provision by joint agreement may be severed from this Agreement and the remaining provisions shall remain in full force and effect unless both parties agree that the effect of such declaration is to defeat the original intention of the parties in which event either party shall be entitled to terminate this Agreement on 30 (thirty) days written notice.
- 14.3 Any amendment to this Agreement can only be made in writing and executed by authorised signatories of both Parties.
- 14.4 The headings in this Agreement are for the Parties' convenience and do not form a part of, or affect the meaning or interpretation of this Agreement.
- 14.5 Neither Party will issue a press release or make any similar public announcement regarding this Agreement without the other Party's prior written consent.
- 14.6 Any obligations or responsibilities which by their nature extend beyond the expiration or termination of this Contract shall survive and remain in effect in the event of any such expiration or termination.
- 14.7 In the event of a conflict between this Agreement, an Appendix or a Work Package SOW, the following shall be the order of precedence; the Agreement, the relevant Work Package, the Appendices.

15. Authority

- 15.1 Each party hereto represents and warrants that (i) the persons executing this agreement on its behalf have express authority to do so, and, in so doing, to bind the party thereto; (ii) the execution, delivery, and performance of this Agreement does not violate any provision of any bylaw, charter, regulation, or any other governing authority of the party; and (iii) the execution, delivery and performance of this Agreement has been duly authorised by all necessary partnership or corporate action and this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms.

This Agreement is executed in duplicate by each of the parties and becomes effective on the later of the dates written below (Effective Date).

Service Agreement. [Click or tap here to enter text..](#)
Contract No. [Click or tap here to enter text..](#)

Cirrus Software Solutions Ltd

For and on behalf of
Cirrus Software Solutions Ltd

For and on behalf of
the Client

.....
Signed

.....
Signed

.....
Name

.....
Name

.....
Title

.....
Title

.....
Date

.....
Date

Appendix 1 To Service Agreement

Statement of Services

1. Description of Services

The description of the services to be delivered is as per the following document:

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In response to the following request from the Client:

... ("Client RFP").

2. Compensation

As per section F of Work Package 1.

3. Obligations

As per Project Dependencies listed on page x of the Proposal / below.

Work Package No 1 to Services Supply Agreement

Statement of Work

A. Description of Work

To use Cirrus software development services to

B. Details of Personnel

Team Lead and up to two Software Developers, as per Proposal.

C. Duration

The duration of this Work is anticipated to be from Click or tap to enter a date. for Click or tap here to enter text. weeks unless terminated earlier in accordance with the terms of the Agreement or extended in accordance with the terms of the Agreement. The actual periods to be worked shall be by arrangement between the parties.

D. Client

Cirrus's Client for this Work Package is Click or tap here to enter text..

E. Location

All work is expected to be based at Cirrus locations or Working From Home arrangements with some travel to Client site.

F. Price

The Day Rates of the provided resources are:

- Resource 1: £ per day.
- Resource 2: £ per day.
- Resource 3: £ per day.

The limit of liability for this Work Package is £X. Cirrus shall have no liability for any costs above this limit unless it has been agreed in writing by authorised representatives of both parties.

All fees are quoted exclusive of VAT and include reasonable expenses. VAT will be added to fees and additional expenses on a standard rate basis in line with Client's travel policy.

Working Hours – Standard working hours are Monday to Friday 0900 to 1730 (7.5 hour working day). Working outside these times and for hours in excess of a normal working week require prior written authorisation. Such additional hours shall be included in the overall limit of liability unless agreed otherwise.

Payment Schedule

Invoices are raised monthly in arrears for work done based timecards, Day Rates and other expenses as detailed in the Costs section of the Proposal.

The estimated monthly charges for the Software Delivery Team are in Table 1 below. These are based on an average 18 working day month with a start date of Click or tap to enter a date.. Actual cost per month will fluctuate due to the number of days in the month / bank holidays / staff leave or illness / etc (you will not be charged for staff holiday or illness).

RESOURCE	MMM	MMM	MMM	MMM	MMM	MMM
Total (month)						
Total						

Table 1 Estimated charges for Software Delivery Team. £.

G. Contacts

The Cirrus contact name for this Work Package is Alasdair Else.

Tel no: 07765 026500

Email: Al.Else@cirrussoftwaresolutions.com

Supplier contact name for this Work Package is

Tel no:

Email: