

<PROJECT TITLE>

TRANSFORM STATEMENT OF WORK

STATEMENT OF WORK (SUPPLY OF SERVICES)

This is a Statement of Work under which **we** (Transform, as defined below) agree to supply Services to **you** (our customer, as defined below), subject to the terms set out or incorporated into this Statement of Work.

DATED

The date of this Statement of Work is the date on which the last party to sign it does so (see signature section, below).

PARTIES

TRANSFORM UK CONSULTING LTD registered in the UK under number 14112512 whose registered office is at of 60 Great Portland Street, London W1W 7RT (**us, we, our, Transform**)

<INSERT CLIENT NAME> registered under number <INSERT COMPANY NUMBER> whose registered office is at <INSERT COMPANY REGISTERED ADDRESS> (**you, your, <INSERT COMPANY NAME>**)

AGREED TERMS

TERMS INCORPORATED INTO THIS STATEMENT OF WORK

This is a Statement of Work between the parties set out above. This Statement of Work forms a separate contract between the parties that incorporates the following terms:

- The terms set out in the body of this Statement of Work.
- The description of the Services and Deliverables in schedule 1.
- The proposed timescales and/or project plan in schedule 2.
- The charges in schedule 3.
- The special terms in schedule 4.
- The glossary of defined terms in schedule 5.
- Our **general terms** for the supply of services attached at schedule 6.

DEFINED TERMS

Unless otherwise specified in the glossary of defined terms in **schedule 5**, defined terms used in this Statement of Work are as specified in our general terms.

EFFECTIVE DATE

The **Effective Date** of this Statement of Work is <INSERT START DATE OF PROJECT>.

SERVICES AND DELIVERABLES

SERVICES AND DELIVERABLES

The **Services** and **Deliverables** to be supplied under this Statement of Work are described in **schedule 1**.

ASSUMPTIONS AND YOUR RESPONSIBILITIES

The assumptions underlying the project, and your responsibilities, are described in **schedule 1**.

TIMESCALES AND PROJECT PLAN

The proposed timescale for supply of the Services and Deliverables is set out in **schedule 2**. To the extent that it is not included in the description of the Services and Deliverables in **schedule 1**, **schedule 2** also sets out the outline project plan for delivery of the Services and Deliverables. If this Statement of Work is intended to have a specific **Term** (other than as described in our general terms) then this will also be set out in **schedule 2**.

CHARGES

The charges for the Services and Deliverables are set out in **schedule 3**; payment terms are as set out in our general terms, unless specified otherwise in **schedule 3**.

SPECIAL TERMS

To the extent that this Statement of Work is subject to special terms that add to, or amend, our general terms, these special terms are set out in **schedule 4**; if there are no special terms, **schedule 4** will state **not applicable**.

GENERAL TERMS

Our general terms that are incorporated into this Statement of Work are attached at **schedule 6**.

SIGNATURES

This Statement of Work (incorporating all of the terms specified above) is signed on behalf of each of the parties as set out below:

SIGNED on behalf of **TRANSFORM** by:

SIGNED on behalf of **<INSERT CUSTOMER NAME>** by:

SCHEDULE 1: SERVICES AND DELIVERABLES

BACKGROUND

<INSERT BACKGROUND TO PROJECT, TO HELP UNDERSTAND THE DESCRIPTION OF THE SERVICES THAT FOLLOW>

SERVICES, OUTCOMES AND DELIVERABLES

<INSERT SERVICES TO BE SUPPLIED INCLUDING KEY ACTIVITIES, OUTCOMES AND/OR DELIVERABLES>

GENERAL ACTIVITIES

Throughout the process, **TRANSFORM** will be responsible for:

- Adopting a time boxed approach to the work and reviewing and agreeing the priorities on an ongoing basis with you.
- Scheduling status reviews with the core [NAME OF CUSTOMER] team.
- [LIST ACTIVITY]
- [LIST ACTIVITY]

YOUR RESPONSIBILITIES

You will be responsible for:

- [LIST ACTIVITY]
- [LIST ACTIVITY]
- [LIST ACTIVITY]

SCHEDULE 2: TIMESCALES AND PROJECT PLAN

<INSERT TIMESCALES OF THE PROJECT>

SCHEDULE 3: CHARGES

<INSERT CHARGES FOR THE PROJECT>

SCHEDULE 4: SPECIAL TERMS

SPECIAL TERMS

There are no special terms applying to this Statement of Work.

SCHEDULE 5: DEFINITIONS

DEFINED TERMS

Defined terms used in this Statement of Work are as set out in our general terms, except as follows:

[term]	[definition]
[term]	[definition]
[term]	[definition]
[term]	[definition]
[term]	[definition]

SCHEDULE 6: GENERAL TERMS - SUPPLY OF SERVICES

INTRODUCTION

These are general terms that apply to the supply of services, as described in more detail below.

WHERE WILL YOU FIND HELP IN UNDERSTANDING THESE TERMS?

DEFINED TERMS AND INTERPRETATION

A glossary of defined expressions used in these terms is included in appendix 1; this explains the expressions used or, where expressions are defined in the body of these terms, explains where to find the relevant definitions. Appendix 1 also explains some principles that can be used to help in interpreting these terms.

WHAT DO THESE TERMS APPLY TO, AND HOW DO THEY APPLY?

THE SUPPLY OF SERVICES

These terms apply to the supply of services by **us, TRANSFORM UK CONSULTING LTD**, trading as **TRANSFORM**, to **you**, our customer described in the Statement of Work (as explained below).

STATEMENT OF WORK

These terms form part of (and are incorporated into) a separate detailed description of:

- The services to be supplied (the **Services**);
- The person (**you**, our customer) to whom the Services are to be supplied; and

- Any other specific terms intended to apply to the supply of the Services concerned.

This detailed description will be set out in a separate document or inter-related set of documents and will be referred to as a **Statement of Work**.

EACH STATEMENT OF WORK WILL BE A SEPARATE CONTRACT

Each Statement of Work will form a separate contract between us and you, on the terms set out in the Statement of Work and in these terms which (except to the extent that the Statement of Work specifically says otherwise) are to be treated as being incorporated by reference into the Statement of Work. The Statement of Work may contain specific terms that are intended to vary the effect of these terms and, if there is any conflict between the specific terms of the Statement of Work and these terms, then the specific terms of the Statement of Work will take precedence to the extent of the conflict concerned.

WHEN DOES THE STATEMENT OF WORK COME INTO EFFECT, AND HOW LONG WILL IT LAST?

THE DATE ON WHICH THE STATEMENT OF WORK COMES INTO EFFECT

The Statement of Work will be treated as coming into effect on (and lasting from) the date specified in the Statement of Work (the **Effective Date**). If the Effective Date is not specified in the Statement of Work, then it should be treated as being the date on which the Statement of Work is signed by the last party to do so.

THE TERM OF THE STATEMENT OF WORK

The Statement of Work will remain in effect until it is terminated in accordance with its terms. Some general terms relating to termination are set out in these terms (see **HOW AND WHEN CAN THE STATEMENT OF WORK BE TERMINATED**, below), and these may be overridden or supplemented by the specific terms of the Statement of Work. The period during which the Statement of Work remains in effect will be referred to as the **Term**, and the date on which it terminates will be referred to as the **Termination Date**.

EACH STATEMENT OF WORK WILL BE TREATED SEPARATELY

Except to the extent provided otherwise by the specific terms of each of the Statements of Work concerned, termination of the Statement of Work will not affect any other Statement of Work, which will continue in effect until separately terminated in accordance with its terms.

WHAT ARE THE SERVICES TO BE PROVIDED AND HOW ARE THE PARTIES EXPECTED TO CO-OPERATE?

THE SERVICES

The Services to be provided will be as described in the Statement of Work. As well as describing the Services, the Statement of Work may also include terms which are specific to those Services, such as: a project plan or other timetable for delivery of the Services; particular standards that

the Services are expected to achieve; and specific exclusions from the Services. We will not have to provide you with any Services except as described in the Statement of Work.

SERVICE HOURS

The Services will be provided during the hours specified in the Statement of Work; if no hours are specified in the Statement of Work, the Services will be provided during **working hours** (and provision of Services outside working hours may involve additional charges, provided that these are agreed with you in advance of the relevant Services being provided).

DELIVERABLES

The Services may involve the production and/or supply by us of deliverable items, for example: functional specifications; designs (such as graphics, brands, logos, wireframes or functional designs); reports or other documents; photographs; or video; any such deliverable items being referred to as a **Deliverable**. Deliverables will be as specified and (where appropriate) described in the Statement of Work. Unless specifically stated otherwise in the Statement of Work, Deliverables will be supplied in digital format. Deliverables will not include goods; any goods to be supplied by us will be dealt with under a separate agreement. We will not have to provide you with any Deliverables except as described in the Statement of Work.

CO-OPERATION

The parties acknowledge and agree that effective co-operation between them will be important to the successful provision of the Services. Each party agrees: to use all reasonable endeavours, consistent with its other obligations under the Statement of Work, to enable and facilitate the timely and effective delivery of the Services in accordance with the Statement of Work; and to co-operate with the other party and to provide all assistance reasonably requested by the other party as necessary to achieve the timely and effective delivery of the Services in accordance with the Statement of Work.

ASSISTANCE FROM YOU

You will provide or arrange for the provision: of reasonable access to, and reasonable co-operation by, your staff; and/or of any facilities or information reasonably requested by us; in each case as reasonably necessary in order to enable and assist us to provide the Services. This will be provided within a reasonable time of any request by us and (unless the Statement of Work specifically states otherwise) without charge.

PROVISION OF SERVICES AT OR FROM YOUR PREMISES

If in order to provide the Services it is necessary for our staff to visit or work at your premises, we will ensure that our staff observe all health and safety rules and regulations and any other reasonable security requirements that apply at any relevant premises from time to time and that you have communicated to us in writing beforehand.

ISSUES ARISING IN RELATION TO THE SERVICES

In the event that either party becomes aware of any issues with the provision of the Services (including any issues arising from the behaviour of the other party or the other party's compliance with its obligations in under the Statement of Work), then it will raise and explain the issues concerned with the other party as soon as reasonably possible, and will discuss any issues that are raised and co-operate with the other party in good faith in order to try and agree a resolution to the issues concerned.

CHANGES TO THE SERVICES OR THE DELIVERABLES

Either party may propose changes to the Services and/or the Deliverables and otherwise to the Statement of Work, but no proposed changes shall come into effect until a relevant **Change Order** has been signed by both parties. A Change Order shall be a document (or set of documents) setting out the proposed changes and the effect those changes will have on:

- the Services;
- the Deliverables;
- the charges;
- the project plan or timetable for provision of the Services; and/or
- the terms of the Statement of Work.

If the parties agree to a Change Order, they shall sign it and that Change Order shall amend the Statement of Work accordingly.

WHAT ARE THE CHARGES AND PAYMENT TERMS?

CALCULATION OF CHARGES

The charges for particular Services to be provided under the Statement of Work will be agreed and set out in the Statement of Work. If no charges are specified for particular Services in the Statement of Work then, unless otherwise agreed in writing, the Services will be provided on a time and materials basis in accordance with the rate card specified in the Statement of Work or (if no rate card is specified) our standard rates applying at the time the relevant Services are provided, such charges to be due monthly in arrears.

OUT-OF-POCKET EXPENSES

Unless otherwise specified in the Statement of Work, our charges will not include reasonable out-of-pocket expenses incurred by us in the provision of the Services, which (subject to provision of copies of relevant receipts) will be chargeable by us in addition to the charges and will be due monthly in arrears. These expenses may include travelling expenses to and from your premises where our staff are required to be at your premises for the purpose of provision of the Services. Expenses incurred will be in accordance with your normal expenses policy, provided that this has been agreed with us and is specified in the Statement of Work.

INVOICING AND PAYMENT OF CHARGES AND EXPENSES

Charges and expenses will be due as set out in the Statement of Work, or as above. We may invoice for the charges and expenses when they become due. You will pay our invoices within thirty days of receiving them.

Where the Statement of Work is terminated on notice, Fees and Expenses shall continue to accrue and be payable in the ordinary course during the notice period, with any advances or pre payments reconciled as part of the termination account.

INTEREST ON LATE PAYMENT

If you are late in paying any of our invoices, we may charge interest on all unpaid amounts. Interest will be due from the date of the invoice until the date of payment and will continue to be due and payable even if we obtain a judgment from a court in relation to any claim for payment of the invoice. The rate of interest per year will be 4% above the Bank of England base rate.

VAT

Charges and expenses are ex-VAT (or any other relevant taxes on supplies) unless expressly stated otherwise in the Statement of Work, and (subject to presentation of an appropriate VAT invoice) you must pay VAT (or other relevant taxes) in addition to the amounts concerned.

WHAT WARRANTIES ARE PROVIDED IN RELATION TO THE SERVICES?

GENERAL WARRANTIES

We warrant that the Services will be provided:

- With reasonable care and skill.
- By means of appropriately qualified and experienced personnel.
- In accordance with good industry practice.
- In accordance with applicable law.
- In accordance in all material respects with the description of the Services concerned specified in the Statement of Work, and otherwise in accordance with the terms of the Statement of Work.
- In accordance with any timescale specified in the Statement of Work with respect to the Services concerned or, if no timescale is specified, within a reasonable time.

WARRANTIES SPECIFIED IN THE STATEMENT OF WORK

The Statement of Work may specify warranties in addition to those set out above and, in that case, the Services will be provided in accordance with those specific warranties.

IN THE EVENT OF A BREACH OF WARRANTY

In the event of a breach by us of any of the warranties in the Statement of Work: you must notify us as soon as possible once you become aware of the breach of warranty concerned, and provide us with reasonable detail about why you believe a breach has occurred; and before you exercise any other right or remedy in relation to the breach (and irrespective of whether you have notified us of the breach of warranty or not), you must give us a reasonable opportunity to

rectify the breach by repeating the provision of the relevant Services without additional charge to you, provided that we do so within a reasonable time.

NO OTHER WARRANTIES ETC.

Except as expressly set out in the Statement of Work and in these terms, and subject to **LIABILITY NOT EXCLUDED OR LIMITED** below, we do not give or enter into any condition, warranty or other term with regard to the Services or their provision, and all such other conditions, warranties or other terms (including any which might otherwise be implied by law) are excluded.

WHAT IS THE APPORTIONMENT OF RISK BETWEEN THE PARTIES AND WHAT EXCLUSIONS AND LIMITATIONS APPLY?

LIABILITY NOT EXCLUDED OR LIMITED

Neither party's liability arising under or in relation to any Statement of Work and in relation to:

- Death or personal injury;
- Fraud, or fraudulent misrepresentation;
- For any sum due in the normal course of performance of the Statement of Work (excluding sums due under any indemnities, which are dealt with below); or
- Under any express indemnity set out in the Statement of Work or in these terms (unless the indemnity concerned is expressly stated to be subject to a limit on liability, in which case that limit shall apply);

is excluded or limited.

EXCLUDED TYPES OF LOSS

Subject to **LIABILITY NOT EXCLUDED OR LIMITED** above, neither party shall be liable under or in relation to any Statement of Work for damages or any other form of compensation (whether such liability arises due to breach of contract, negligence, misrepresentation or for any other reason) in respect of any of the following types of loss:

- Loss of profit or revenue (except where the Statement of Work is wrongfully terminated by you, in which case this will not exclude any claim that we might otherwise have had for loss of profit or revenue arising from the relevant breach of contract by you);
- Loss of, or damage to, goodwill;
- Loss of, or damage to, software or data;
- Loss of use of software or data; or
- Indirect, consequential or special loss (regardless of whether or not the party concerned was aware, or ought reasonably to have been aware, that any such loss might arise).

LIMITS ON LIABILITY

Subject to **LIABILITY NOT EXCLUDED OR LIMITED** and **EXCLUDED TYPES OF LOSS** above, the liability of each party under or in relation to the Statement of Work for damages or any other

form of compensation (whether such liability arises due to breach of contract, negligence, misrepresentation or for any other reason) shall be limited as follows:

- **In respect of each claim**, to the amount specified in the Statement of Work as being the limit applying in respect of each claim or, if no such limit is specified in the Statement of Work, to an amount equal to 120% of the total amount of charges due under the Statement of Work in the period of twelve months immediately preceding the month in which the relevant claim arose; and
- **In the aggregate (in respect of all claims together, regardless of their number)**, to the amount specified in the Statement of Work as being the aggregate limit applying in respect of all claims or, if no such limit is specified in the Statement of Work, to GBP 1 million.

CLAIMS MUST BE NOTIFIED WITHIN THREE YEARS

Subject to **LIABILITY NOT EXCLUDED OR LIMITED** above, any claim by either party under or in relation to the statement of work must be notified to the other party in writing (providing at the same time reasonable details of the claim concerned, including the nature and extent of any recoverable loss or damage suffered as a result, so far as it is known at the time) within three years of the end of the month in which the claim arose, otherwise the claim concerned will lapse.

INSURANCE

We will take out and maintain, throughout the Term of the Statement of Work, and for at least twelve months thereafter, professional indemnity insurance (covering our negligence and breach of the Statement of Work in the performance of the Services) with a reputable UK-based insurance company to a limit of not less than GBP 2 million per claim. On request from you, we will provide you with written confirmation from our broker or the relevant insurance company that the relevant insurance is in force.

WHAT ARE THE DUTIES OF CONFIDENTIALITY AND WHAT ARE THE TERMS RELATING TO DATA PROTECTION?

CONFIDENTIALITY

We will keep confidential any confidential information which you provide to us in connection with the Statement of Work and you will do the same in relation to any confidential information which we provide to you. Confidential information will include all information marked as being confidential and any other information which ought reasonably to be assumed to be confidential (whether due to its nature, the circumstances in which it is disclosed or otherwise). These obligations as to confidentiality will not apply to any information which is:

- Available to the public other than because of any breach of these terms;
- When it is provided, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others;
- Independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or
- Required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure.

DATA PROTECTION

If, in the course of providing the Services, we process any personal data on your behalf (so that we act as a processor on your behalf of the relevant personal data), the terms set out in appendix 2 will apply to the processing of the personal data concerned.

HOW AND WHEN CAN THE STATEMENT OF WORK BE TERMINATED?

TERMINATION AUTOMATICALLY OR ON NOTICE

The Statement of Work will terminate, or may be terminated, as follows:

- In accordance with any specific right to terminate it set out in the Statement of Work.
- If the Statement of Work relates to Services to be supplied for a single, discrete period of time specified in the Statement of Work (and not for recurring periods as set out below), the Statement of Work will terminate automatically at the end of the specified period, unless it is extended by agreement between the parties.
- If the Statement of Work relates solely to a discrete project which, once it is completed, will not involve any ongoing Services being provided under the same Statement of Work, the Statement of Work will terminate automatically once each party's obligations under the Statement of Work have been completely fulfilled, unless it is extended by agreement between the parties.
- If the Statement of Work relates to Services which are provided on a recurring periodic basis (for example, where Services are provided for an initial period and then for recurring renewal periods until terminated), the Statement of Work may be terminated by either party by giving not less than three months' notice to the other, such notice to expire at the end of the initial period or any succeeding renewal period.

TERMINATION BECAUSE OF INSOLVENCY

Either party may terminate the Statement of Work immediately by notice to the other party if the other party suffers an **insolvency event**.

TERMINATION BECAUSE OF BREACH (OTHER THAN NON-PAYMENT)

Either party may terminate the Statement of Work immediately by notice to the other party if:

- The other party materially breaches any term of the Statement of Work and it is not possible to remedy that breach; or
- The other party materially breaches any term of the Statement of Work and it is possible to remedy that breach, but the other party fails to do so within thirty days of being asked to do so.

This clause will not apply to any non-payment by you, which shall be governed instead by the clause below.

TERMINATION BECAUSE OF NON-PAYMENT

We may terminate the Statement of Work immediately by notice to you if:

- You have failed to pay any sums due under the Statement of Work by the date on which it is supposed to have paid in accordance with the Statement of Work;
- We have notified you that the sums are overdue and that, if they remain unpaid for a further thirty days, we intend to terminate the Statement of Work; and
- The sums remain unpaid for a further period of thirty days following the date of the notice from us as set out above.

WHAT ARE THE CONSEQUENCES OF TERMINATION OF THE STATEMENT OF WORK?

ACCRUED RIGHTS

Termination of the Statement of Work will not affect any accrued rights or liabilities which either party may have under or in relation to the Statement of Work at the time termination takes effect.

CHARGES ON TERMINATION

On any termination or expiry, you will pay all Fees for work performed up to the Termination Date (including during any notice period), all Expenses and properly incurred third party costs, and any reasonable, requested demobilisation/transition assistance costs. For fixed/milestone fees, Fees shall be pro-rated based on percentage completion (or percentage completion of in progress milestones), with appropriate reconciliation of any prepayments

EFFECT OF TERMINATION OF THE STATEMENT OF WORK

On termination of the Statement of Work:

- Any licences granted or procured under or in accordance with the Statement of Work in relation to any Deliverables that are of have already been delivered to you will remain in effect (and will not terminate).
- Each party shall return to the other any confidential information provided by the other or (at the other's option) destroy it and confirm in writing that this has been done;
- We will cease provision of the Services provided under the Statement of Work.
- If requested to do so by you, we will use our reasonable endeavours to provide you with assistance in relation to the transfer of the provision of the Services provided under the Statement of Work to you or to another third party service provider nominated by you, provided that (except where you have lawfully terminated the Statement of Work because of our material breach) you pay our reasonable charges and expenses incurred in connection with the provision of such assistance (such costs and expenses to be agreed with you, if not agreed, to be chargeable in accordance with **CALCULATION OF CHARGES**, above).

HOW ARE INTELLECTUAL PROPERTY RIGHTS DEALT WITH?

OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

The Statement of Work may provide specifically for who owns the intellectual property rights in the Deliverables. Except to the extent specifically provided otherwise by the Statement of Work,

and subject to **THIRD PARTY MATERIAL** and **YOUR MATERIAL** below, all of the intellectual property rights relating to each Deliverable shall belong to us, and you will have a licence to use each Deliverable as set out in **LICENCE TO USE DELIVERABLES** below.

LICENCE TO USE DELIVERABLES

The Statement of Work may provide specifically for the licence of any intellectual property rights in the Deliverables. Except to the extent specifically provided otherwise by the Statement of Work, and subject to **THIRD PARTY MATERIAL** and **YOUR MATERIAL**, below, you will have a non-exclusive, worldwide licence without limit of time to copy and use (and to allow others to copy and use on your behalf) each Deliverable for your own internal business purposes. This licence will be royalty-free, except to the extent specified otherwise in the Statement of Work.

THIRD PARTY MATERIAL

Third Party Material means any software, fonts, graphics packages, musical works or sound recordings or other material (including open source software) the rights to which are owned by someone other than us or any of our affiliates, and which is incorporated by us or our sub-contractors into a Deliverable; it excludes any material the intellectual property rights to which are owned or licensed by a third party and which forms part of Your Material (see **YOUR MATERIAL**, below). Third Party Material is not subject to the licence of intellectual property rights in **LICENCE TO USE DELIVERABLES** above, provided that we will ensure that you will have a non-exclusive worldwide licence to copy and use, and allow others to copy and use on your behalf, the relevant Third Party Material to the extent that this is necessary to enable you to use any relevant Deliverables in accordance with the Statement of Work, subject to the terms of any relevant third party licence that we have notified to you in advance in accordance with the clause below headed **USE OF THIRD PARTY MATERIAL**. This licence will be royalty-free, except to the extent specified otherwise in the Statement of Work or in the relevant third party licence that you have been notified of as set out above. To the extent that any Third Party Material is not incorporated into a Deliverable but is required in order to use it, it will be up to you to obtain a licence to use the Third Party Material concerned; so, for example, if we send you a document in a proprietary format, you may need appropriate software and a licence in order to use it.

USE OF THIRD PARTY MATERIAL

We will only incorporate Third Party Material into a Deliverable to the extent that we have:

- Notified you of the Third Party Material concerned.
- Obtained your consent to use the Third Party Material.
- Provided you with details of any relevant licence of the Third Party Material (together with any royalties or licence fees) applicable to the Deliverable concerned.

The parties may agree Third Party Material to be included in relation to the Statement of Work, and record this in the Statement of Work, in which case your consent to their inclusion will be treated as having been given, subject to us notifying you of any relevant licensing terms as set out above.

YOUR MATERIAL

Your Material means any material which is provided to us by you (or which you arrange to be provided to us by someone else) for inclusion in, or use in the production of, any Deliverables or in order for us to use it in the provision of the Services. You are responsible for obtaining any licences necessary for use of Your Material as part of any Deliverables, and you will grant (or will arrange the grant) to us for the Term of the Statement of Work a non-exclusive, worldwide, royalty-free licence to copy, adapt and use Your Material for the purposes of producing Deliverables and. Otherwise providing the Services and as otherwise reasonably necessary in order to perform any of our obligations under the Statement of Work. Unless specified otherwise in the Statement of Work, this licence will terminate on termination of the Statement of Work.

LICENCES GRANTED UNDER THE STATEMENT OF WORK

Except to the extent expressly stated otherwise in the Statement of Work, all rights and licences granted or procured by either party to or for the other under the Statement of Work are non-exclusive will continue indefinitely, unless terminated in accordance with their terms. Either party may terminate a licence granted by it under the Statement of Work by notice to the party to which the licence was granted, in the event that there is a material breach by the other party of the terms on which the licence was granted (as set out in the Statement of Work and in these terms).

RE-USE OF KNOW-HOW

Subject to the obligations of confidentiality in these terms, we may use or re-use in the course of our business any know-how, techniques, methods of general business or technical knowledge used or developed in the course of providing the services, provided that we will not attempt to memorise or make any specific written records of your confidential information for these purposes.

INDEMNITY BY US

We will indemnify you against any loss or damage suffered or incurred by you as a result of any claim that the use of or possession by you in accordance with the Statement of Work of any Deliverable infringes the intellectual property rights of any third party, provided that this indemnity will not apply to the extent that the relevant infringement results from:

- Any of Your Material forming part of the relevant Deliverable or the authorised use by us of Your Material.
- The adaptation by you of any relevant Deliverable without our prior specific consent.
- The use by you of any Third Party Material outside the terms of any relevant licence applying to it that has been notified to you in accordance with the Statement of Work.

INDEMNITY BY YOU

You will indemnify us against any loss or damage suffered or incurred by us as a result of any claim that the use or possession by us in accordance with the Statement of Work of any of Your Material infringes the intellectual property rights of any third party.

CLAIMS UNDER INDEMNITIES

In relation to any third party claim to which any of the indemnities referred to above relate, the party claiming the benefit of the indemnity shall:

- Allow the other party on request to conduct the defence of the claim (including settlement).
- Make no admission to the claim without the prior consent of the other party.
- Notify the other party as soon as is reasonably practicable of the claim.
- At the expense of the other party, co-operate and assist to a reasonable extent with the other party's defence of the claim.

WHAT DISPUTE RESOLUTION PROCEDURE IS TO BE USED?

In the event of any dispute between the parties, then:

- The parties will attend a meeting to attempt to resolve the dispute. Unless agreed otherwise between the parties at the time, this meeting will be treated as being conducted on a "without prejudice" and "subject to contract" basis.
- If the parties are unable to resolve the matter via a meeting, then the parties will try and resolve the claim through mediation under the auspices of the Centre for Dispute Resolution (**CEDR**) in London, by reference to the CEDR Model Mediation Procedure, on the basis that the language of the mediation shall be English.

Nothing in this clause shall prevent either party from immediately seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.

WHAT ARE THE RULES ABOUT NON-SOLICITATION OF EMPLOYEES?

Each party shall not during the term of the Statement of Work or for a period of six months after the Termination Date of the Statement of Work concerned directly or indirectly:

- Solicit or endeavour to entice away from the other party any Restricted Person.
- Employ or otherwise engage (save in a junior administrative or secretarial capacity) any Restricted Person.

WHAT OTHER TERMS APPLY?

ASSIGNMENT

Neither party may assign any of its rights or obligations under the Statement of Work without the other party's prior consent.

SUB-CONTRACTING

We will not sub-contract the performance of any of our obligations under the Statement of Work without your prior consent (not to be unreasonably withheld or delayed). You will be treated as having consented to any sub-contractor specified in the Statement of Work.

CIRCUMSTANCES BEYOND A PARTY'S CONTROL

Neither party will be liable for any failure (whether complete or partial) or delay in relation to the performance of its obligations under the Statement of Work where the failure or delay concerned arises from an event beyond the control of the party concerned. A party wishing to rely on this clause:

- Must take all reasonable steps to avoid or reduce the adverse effects of the relevant event; and
- Must as soon as reasonably possible notify the other party in writing of the failure (or potential failure) or delay and the reasons for it, together with an estimate of how long the failure or delay is likely to continue.

If either party fails or delays in the performance of its obligations under the Statement of Work due to an event beyond its control and in circumstances in which this clause applies, and the failure or delay continues for a period of 60 days, then either party may until performance resumes in accordance with the Statement of Work terminate the Statement of Work immediately by notice to the other.

NOTICES AND CONSENTS

All notices and consents relating to the Statement of Work must be in writing. All variations to the Statement of Work must be agreed, set out in writing and signed on behalf of both parties before they take effect.

NO OTHER TERMS

Each Statement of Work will set out all of the terms that have been agreed between the parties in relation to the subjects covered by it. Subject to **LIABILITY NOT EXCLUDED OR LIMITED**, above, no other representations or terms shall apply or form part of this agreement or any Statement of Work.

THIRD PARTY RIGHTS

No term of the Statement of Work is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Statement of Work.

LAW

The Statement of Work will be governed by English law. Subject to **WHAT DISPUTE RESOLUTION PROCEDURE IS TO BE USED**, above, both parties submit to the exclusive jurisdiction of the English courts in relation to any dispute under or in relation to the Statement of Work.

APPENDIX 1: DEFINITIONS AND INTERPRETATION

DEFINED TERMS

Defined terms used are as follows (reference to clauses being to the relevant clauses in the terms to which this appendix forms a part):

Change Order	Defined in the clause headed <i>CHANGES TO THE SERVICES OR DELIVERABLES.</i>
Data Protection Regulations	All laws applicable to any personal data processed under or in connection with any Statement of Work, including: • The Privacy and Electronic Communications Directive 2002/58/EC; • the GDPR; • the Data Protection Act 2018 and all other national legislation implementing or supplementing any of the foregoing; and • all associated codes of practice and other binding guidance issued by any supervisory authority; all as amended, re-enacted and/or replaced and in force from time to time.
Deliverable	Defined in the clause headed <i>DELIVERABLES</i>
Effective Date	Defined in the clause headed <i>THE DATE ON WHICH EACH STATEMENT OF WORK COMES INTO EFFECT</i>
GDPR	The General Data Protection Regulation 2016/679.
Restricted Person	Any person who was known to or worked with either party in connection with the provision of the services and who: • Is employed by the party concerned or engaged as a consultant to the party concerned as at the Termination Date of the Statement of Work; or • Has at any time in the period of six months prior to the Termination Date of the Statement of Work been employed by the party concerned or engaged as a consultant to the party concerned; in either case otherwise than in a junior administrative or secretarial capacity.
Services	Defined in the clause headed <i>STATEMENTS OF WORK</i>
Statement of Work	Defined in the clause headed <i>STATEMENTS OF WORK</i>
Term	Defined in the clause headed <i>THE TERM OF THE STATEMENT OF WORK</i>
Termination Date	Defined in the clause headed <i>THE TERM OF THE STATEMENT OF WORK</i>
Third Party Material	Defined in the clause headed <i>THIRD PARTY MATERIAL</i>
Your Material	Defined in the clause headed <i>YOUR MATERIAL</i>

OTHER DEFINED TERMS

INSOLVENCY EVENT

The term **insolvency event** in relation to a person means any of the following events:

- A meeting of creditors of that person being held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) being proposed by or in relation to that person;
- A charge holder, receiver, administrative receiver or other similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of that person;
- That person ceasing to carry on business or being deemed to be unable to pay its debts within the meaning of section 123 Insolvency Act 1986 (except that, for the purposes of this agreement, the reference to £750 in section 123(1) of that Act shall be construed as a reference to £10,000);
- That person or its directors or the holder of a qualifying floating charge or any of its creditors giving notice of their intention to appoint, appointing or making an application to the court for the appointment of, an administrator;
- A petition being advertised, or a resolution being passed, or an order being made for the administration or the winding-up, bankruptcy or dissolution of that person; or
- The happening in relation to that person of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.

WORKING DAYS/WORKING HOURS

The term **working days** means all days other than Saturdays, Sundays and UK bank or public holidays, and **working hours** means 9 am to 5 pm on all working days.

PARTY/PARTIES

Either we or you may be referred to in these terms as a **party**, and collectively as the **parties**.

APPLICABLE LAW

The term **applicable law** means all United Kingdom legislation, regulation and codes of practice relating to the Services and their provision, compliance with which is mandatory.

GOOD INDUSTRY PRACTICE

The term **good industry practice** means all relevant practices and professional standards that would be expected of a well-managed expert service provider providing services similar to the services, taking into account factors such as the period over which they are to be provided and the charges.

INTELLECTUAL PROPERTY RIGHTS

The term **intellectual property rights** means all copyright, patent rights, trade or service marks, design right, rights in or relating to databases, rights in or relating to confidential information, and any other intellectual property rights (registered or unregistered) throughout the world including all rights of reversion and rights to any applications and pending registrations and the right to sue for and recover damages for past infringements.

CLAIM AND DEFAULT

A **claim** means the formal assertion of a cause of action by one person (the claimant) against another (the defendant). For the purposes of this agreement, if the same default or series of connected defaults gives rise to more than one cause of action, then all such causes of action will be treated as giving rise to a single claim, even if there is more than one assertion of a cause of action in relation to the defaults concerned. For example, if a given default gives rise to a separate cause of action in breach of contract and in negligence, then both such causes of action will be treated in aggregate as a single claim, even if they are asserted separately.

A **default** is an act or omission giving rise to one or more causes of action (whether for breach of contract or otherwise).

TERMS FROM THE DATA PROTECTION REGULATIONS

The terms **Data Protection Regulations** and **GDPR** are defined above. When used in these terms or the Statement of Work, the following terms shall have the same meaning as in the data protection regulations:

- **personal data;**
- **controller;**
- **processor;**
- **processing;** and
- **supervisory authority.**

INTERPRETATION

In these terms and in the Statement of Work, unless it says otherwise:

- Paragraph headings in these terms are for ease of reference only, and the headings do not form part of the terms;
- Reference to a person includes a legal person (such as a limited company) as well as a natural person;
- Reference to this agreement or the Statement of Work includes reference to the appendices and appendices and other documents attached to it or incorporated by reference into it (all as amended or added to from time to time);
- Reference to "including" shall be treated as being by way of example and shall not limit the general applicability of any preceding words;

- Reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation; and
- Reference to this agreement or to any Statement of Work shall include reference to it after it has been amended, added to or replaced by a new agreement or Statement of Work (as the case may be).

NO APPLICATION OF YOUR STANDARD TERMS

Except to the extent that the Statement of Work explicitly states otherwise, these terms are the only ones that will be incorporated into the Statement of Work, and none of your standard terms will apply. For example, if you issue a purchase order in relation to any of the Services and that purchase order includes or incorporates by reference your standard terms of purchase, then those standard terms of purchase will not apply to the Statement of Work or any other agreement between us and you.

NO PARTNERSHIP

Except to the extent expressly stated otherwise, nothing in these terms or in the Statement of Work shall create a partnership between the parties or give the rights of a partner to either party.

DATE OF LAST UPDATE

These terms were last updated in May 2020

APPENDIX 2: DATA PROTECTION

BACKGROUND

Under the Statement of Work, we may provide Services as agreed with you from time to time which may involve the processing of personal data by us on your behalf.

DESCRIPTION OF PROCESSING (ARTICLE 28(3) GDPR)

In relation to the processing of personal data to be carried out by us on your behalf as set out above:

- The subject matter and nature of the processing, the personal data to be processed and the relevant data subjects will be as set out in the Statement of Work or may otherwise be described in a separate document agreed between the parties and forming part of the Statement of Work;
- the purpose of the processing is to enable us to perform the relevant services under the Statement of Work;
- the duration of the processing will be throughout the period within which we perform the relevant services under the Statement of Work; and

- the obligations and rights of the data controller in relation to the processing are set out in this appendix.

COMPLIANCE WITH THE DATA PROTECTION REGULATIONS

Each of the parties will comply with (and shall ensure that its staff and/or subcontractors comply) with all obligations applying directly to the party concerned under the Data Protection Regulations.

RELATIONSHIP AND ROLES OF THE PARTIES

In relation to the processing of personal data by us on your behalf under the Statement of Work, the parties acknowledge and agree that:

- You will be the controller; and
- We will be a processor;

in relation to the processing concerned. We will process the relevant personal data in accordance with the terms of this appendix.

PROCESSING OF PERSONAL DATA BY US ON YOUR BEHALF

In relation to the processing of personal data by us on your behalf under the Statement of Work, the following terms shall apply:

DOCUMENTED INSTRUCTIONS FROM YOU (ARTICLE 28(3)(A) GDPR)

We will process the personal data only on documented instructions from you, including with regard to transfers of the personal data to a third country, unless required to do so by EU or member state law to which we are subject (provided that, in that case, we will inform you of the relevant legal requirement unless the law prohibits us from doing so for reasons of important public interest).

CONFIDENTIALITY (ARTICLE 28(3)(B) GDPR)

We will ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

TECHNICAL AND ORGANISATIONAL MEASURES (ARTICLE 28(3)(C) AND ARTICLE 32 GDPR)

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we shall in relation to the processing of the personal data implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- The pseudonymisation and encryption of the personal data;

- The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- The ability to restore the availability and access to the personal data in a timely manner in the event of a physical or technical incident; and
- A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

ENGAGEMENT OF ANOTHER PROCESSOR (ARTICLE 28(3)(D) AND ARTICLE 28(2) GDPR)

We shall not engage another processor without prior specific or general written authorisation from you. Where you have given a general written authorisation to engage other processors, we shall inform you of any intended changes concerning the addition or replacement of other processors and give you the opportunity to object to such changes.

OBLIGATIONS OF ANOTHER PROCESSOR (ARTICLE 28(3)(D) AND ARTICLE 28(4) GDPR)

Where we engage another processor for carrying out specific processing activities on your behalf, the same data protection obligations as set out in this appendix shall be imposed on that other processor by way of a contract which, in particular, provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil its data protection obligations, we shall remain liable to you for the performance of that other processor's obligations.

ASSISTANCE WITH DATA SUBJECT RIGHTS (ARTICLE 28(3)(E) GDPR)

Taking into account the nature of the processing, we will assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR.

ASSISTANCE WITH COMPLIANCE (ARTICLE 28(3)(F) GDPR)

We will assist you in ensuring compliance with your obligations under Articles 32 to 36 GDPR to:

- Ensure the security of the processing;
- Notify the relevant supervisory authority, and any data subject(s), where relevant, of any breaches relating to personal data;
- Carry out any data protection impact assessments of the impact of the processing on the protection of personal data; and
- Consult the relevant supervisory authority prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by you to mitigate the risk;

taking into account the nature of processing and the information available to us.

RETURN OR DELETION OF PERSONAL DATA (ARTICLE 28(3)(G) GDPR)

In accordance with your choice, we will delete or return to you all the personal data after the end of the provision of the Services relating to the processing and will delete existing copies unless EU or member state law requires storage of the personal data.

DEMONSTRATING COMPLIANCE (ARTICLE 28(3)(H) GDPR)

We will make available to you all information necessary to demonstrate compliance by us with the obligations set out in this appendix and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you. We shall immediately inform you if, in our opinion, an instruction from you infringes the Data Protection Regulations.

PERSONAL DATA BREACH (ARTICLE 33(2) GDPR)

We shall notify you without undue delay (and in any event within 24 hours) after becoming aware of a personal data breach in relation to the personal data processed by us on your behalf and shall, to the extent known by us:

- Describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
- Communicate the name and contact details of our data protection officer or other contact point where more information can be obtained;
- Describe the likely consequences of the personal data breach;
- Describe the measures taken or proposed to be taken by us to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

LIABILITY AND INDEMNITY (ARTICLE 82(2) GDPR)

We shall indemnify you against loss or damage suffered or incurred by you as a result of:

- Our failure to comply with any obligations of the GDPR specifically applying to us in its capacity as a processor; or
- Our acting outside or contrary to your lawful instructions;

provided that our aggregate liability under this indemnity in relation to each Statement of Work (and regardless of the number of claims) shall be limited to £1 million.