



Framework Agreement

- (1) [insert name of client]
- (2) Harnham Search and Selection Limited

Dated []

Section 1

Framework Agreement

Between **Harnham Search and Selection Limited** (Company No. 05723485) a company incorporated in England and Wales whose registered office is at 3rd Floor Melbury House, 51 Wimbledon Hill Road, London, United Kingdom, SW19 7QW ("**Harnham**") and the Client.

Client	[•] (the " Client ")
Company number:	[TBC]
Registered office:	[TBC]

Background:

- (A) Harnham is a company that provides data and analytics consultancy services including the delivery of scoped projects and/or the deployment of trained consultants.
- (B) The Client wishes to appoint Harnham to deliver Deliverables and/or Services on one or more engagements as set out in Statement of Work contracts agreed by the parties and issued pursuant to the terms of this Framework Agreement.

It is agreed as follows:

We agree to be bound by this Framework Agreement (the terms of which are set out in Section 2) and any Statement of Work agreed by the parties and issued hereunder.

Signed for Harnham Search and Selection Limited by its duly authorised signatory		Signed for [Client] by its duly authorised signatory	
Signed:		Signed:	
Print name:		Print name:	
Position:	Date:	Position:	Date:

Section 2

Terms of Framework Agreement

1. Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"Agreement" means this Framework Agreement, its schedules and appendices (and any incorporated document) and any Change agreed thereto. Each SOW shall form a separate contract incorporating the terms of the Framework Agreement and the relevant Schedule, which in the case of Deployment shall be Schedule 1 and in the case of Deliverables SOW, shall be Schedule 2.

"Authorised Representative" means, in relation to a party, the employee or officer of that party who is designated by that party from time to time as its representative, and of whom the other party has been notified in writing as being the other party's initial point of contact for all matters arising out of, or in connection with, this Agreement.

"Business Day" means a day other than a Saturday, a Sunday, a public or bank holiday in the Territory.

"Change Order" means a document used to record the parties' agreement to a change to the scope of execution of a Statement of Work, which is substantially in the form of the template set out at Schedule 4 (*Change Order*).

"Change Procedure" means the principles and procedure set out in clause 8.

"Charges" means the fees and expenses payable by the Client to Harnham for the Services, as set out in the Statement of Work(s).

"Client Background IPR" means Intellectual Property Rights owned by or licensed to the Client prior to the Commencement Date including any information the Client provides to Harnham for the purposes of performing its obligations under this Agreement.

"Client Dependency" means the obligations and responsibilities of the Client as detailed as a Client dependency in clause 7.1 and any Statement of Work.

"Client Personnel" means Personnel of the Client.

"Commencement Date" means the commencement date for the provision of the Services as specified in a Statement of Work, or if no date is specified, the date on which the Statement of Work is signed by both parties.

"Company Background IPR" means Intellectual Property Rights owned by or licensed to Harnham prior to the Commencement Date including any information Harnham provides to the Client for the purposes of performing its obligations under this Agreement.

"Company Personnel" means Personnel of Harnham.

"Confidential Information" means all information which is disclosed by one party to the other whether before or after the Effective Date, and/or by the Client to Harnham or any Personnel which is designated in writing as confidential or would appear to a reasonable person to be confidential and which relates to a party's business including its products, operations, processes, plans or intentions, developments, trade secrets, know how, market opportunities, marketing, personnel, suppliers and clients, personal data, ideas and concepts that Harnham presents, pitches or suggests to the Client during the term of the Agreement, any information identified as Confidential Information in a Statement of Work, all information relating to the Client's data, business models, plans, personnel and suppliers and all information derived from

any of the above together with the existence and provisions of this Agreement and the negotiations relating to it.

"Consultant" means any Consultant(s) named in a Statement of Work or as otherwise agreed by the parties from time to time.

"Control" means the ability to control or direct, directly or indirectly, the board, executive body, decision making process or management of an entity by virtue of ownership, right of appointment, right to control election or appointment, voting rights, the ability to control the exercise of voting rights, management agreement or any other agreement and **"Controls"**, **"Controlled"** and **"Controlling"** shall be construed accordingly.

"Data Protection Legislation" means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the **"UK GDPR"**); (ii) the Data Protection Act 2018 (**"DPA"**); and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; in each case, as updated, amended or replaced from time to time.

"Deliverable" means any document, plan or other product which is included in the Services or which Harnham is obliged to provide to the Client in the course of providing the Services under any Statement of Work and includes all drafts and working papers created for the purpose of producing the same.

"Delivery Date" means the date on which the Services are to be completed, as appropriate, as detailed in a Statement of Work.

"Delivery Location" means (to the extent any visits to Client will be required, it being accepted that the Services may in large part and in some cases entirely be performed remotely) the location at which the Services are to be delivered as detailed in a Statement of Work.

"Deployment" means the provision of Services by a Consultant under the control and supervision of the Client.

"Dispute" means any dispute, difference or question of interpretation arising out of or in connection with this Agreement (including any dispute regarding pre-contractual negotiations, the existence, validity or termination of this Agreement or the consequences of non-existence or invalidity of this Agreement) whether contractual or non-contractual.

"Dispute Resolution Procedure" means the process set out in clause 32 (Dispute resolution).

"Effective Date" means the earlier of the date of last signature of Section 1 of this Agreement and the date on which the first Statement of Work is agreed by the parties and commenced pursuant to this Framework Agreement.

"End User" means any client or customer of the Client for whom, or in conjunction with whom, or for whose ultimate benefit, or at whose premises, the Services are performed under this Agreement.

"Framework Agreement" means the terms setting up the framework under which SOWs can be ordered and the terms that shall apply to each.

"Force Majeure Event" means an event which is beyond the reasonable control of the party affected and which has the effect that that party is prevented from performing its obligations under this Agreement including, but not limited to: acts of God, expropriation or confiscation of facilities, any form of Government intervention or action, war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots, and floods, fires, explosions or other catastrophe, global or national epidemics, pandemics, outbreak or other crisis. Force Majeure does not include:

- (a) failure to adequately test any equipment supplied by a third party or other service component prior to installation, or any consequence of any such failure or;
- (b) strikes or other industrial action; or
- (c) failure to secure materials or resources.

"Good Industry Practice" means the exercise of the skill, diligence, prudence, foresight and judgment which would be expected from a suitably skilled and experienced person engaged in the same type of work under the same or similar circumstances, applying the standards currently generally applied in the relevant industry.

"Graduate Consultant" means a consultant deployed or assigned to work on a SOW by Harnham and as indicated as such in the relevant SOW.

"Group Company" means, in relation to any company, any other person or entity that directly or indirectly Controls, is Controlled by, or is under common Control with such company.

"Intellectual Property Rights" means any patent, copyright (including copyright in software), decryption right, trade mark, service mark or trade name, right in software, right in design, utility model, right in databases (including the right to prevent the extraction or reutilisation of information from a database), topography right, image right, moral right, right in an invention, right relating to passing off, domain name and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in any country in the world.

"Introduce" means the provision to the Client of information by Harnham (or any Harnham Group Company) or by the Client to any End User by way of a curriculum vitae or in such other format or information uploaded into the Client's applicant tracking system or forwarded social media profile or post which identifies the relevant individual. The date of Introduction shall be the date on which such information was passed to the Client or End User (as applicable). References to the terms **"Introduction"** and **"Introduced"** shall be construed accordingly.

"IPR Claim" means any claim by a third party:

- (i) where a claim is made against the Client, that the Services or the Deliverables or their design, manufacture, delivery, supply, use or enjoyment in accordance with or as contemplated by this Agreement, infringe any Intellectual Property Rights of that or any other third party and includes a claim by an individual author that any such design, manufacture, delivery, supply, use or enjoyment infringes that author's moral rights under any applicable copyright or other intellectual property laws; and
- (ii) where a claim is made against Harnham, that the Client Systems or their use in accordance with or as contemplated by this Agreement, infringe any Intellectual Property Rights of that or any other third party and includes a claim by an individual author that any such design, manufacture, delivery, supply, use or enjoyment infringes that author's moral rights under any applicable copyright or other intellectual property laws.

"Laws" means any applicable law, statute, bye-law, regulation, order, regulatory policy (including any requirement or notice of any Regulatory Authority), guidance or industry code of practice, rule of court, delegated or subordinate legislation in force from time to time.

"Longstop Date" means the longstop date identified in relation to completion of any Milestone in a Statement of Work or Project Plan.

"Losses" means any demand, contribution, claim, action, proceeding, liability, loss, damages, costs, compensation, settlements, expenses and/or professional costs and/or charges, tax,

national insurance contributions (to the extent permitted by law) and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including without limitation all losses, liabilities and costs incurred as a result of defending or settling any claims).

"Milestone" means any act, event or achievement which is specified to be a milestone in any Statement of Work or Project Plan.

"Milestone Date" means the date for completion or achievement of a Milestone, as set out in a Statement of Work or Project Plan.

"New Materials" means all materials (including any software, documentation, model, data processing, user guides, works or other item) conceived, prepared, created or designed by Harnham, or commissioned by Harnham from third parties, pursuant to this Agreement or arising out of or in consequence of the provision of the Services.

"Personnel" mean the employees, agents and Subcontractor personnel of a party including (in the case of Harnham) any Consultant.

"Project Plan" means any project plan, timetable or implementation plan which is set out in a Statement of Work or which is required to be prepared and agreed in accordance with a Statement of Work, and which forms part of a Statement of Work.

"Rate Card" means the rate card referenced in a Statement of Work.

"Records" means detailed records of all activities carried out and costs incurred in connection with the provision of the Services, and any other records as are expressly required to be kept by Harnham under this Agreement.

"Regulatory Authority" means all governmental, statutory or regulatory bodies and any other competent authorities in any jurisdiction having responsibility for the regulation or governance of any of the activities of the Client or Harnham, including data protection authorities and law enforcement agencies.

"Retention Period" means at least six years after the expiry or earlier termination of a Statement of Work.

"Services" means the services to be provided by Harnham to the Client, including any Deliverables, as set out in a Statement of Work.

"Service Levels" means the service levels for performance of any Services set out in a Statement of Work.

"Statement of Work" or "SOW" means an agreement between the parties with respect to the terms applicable (Schedule 1 (Deployment) or Schedule 2 (Deliverables)) to the provision of specific Services by Harnham which is substantially in the form of the template set out in the appendices to the schedules or any other form of work brief agreed in writing between Harnham and the Client including in the form of a purchase order (whether electronic or otherwise). The terms of the Framework Agreement shall apply to each **"SOW"**.

"Subcontractor" means any consultant, contractor, agency or supplier (including any Group Company) engaged by Harnham in connection with this Agreement for the supply of all or any part of the Services.

"Systems" means computer programs, networks, computers, laptops, servers, cloud provisioned services, databases, the tangible media on which they are recorded and their supporting documentation, including input and output format, narrative descriptions, source code, object code, operating instructions and user manuals.

"Territory" has the meaning given in the relevant Statement of Work.

"Third Party Supplier" means a supplier to the Client other than Harnham.

1.2 In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or statutory provision includes:
 - (i) any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it;
 - (ii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement;
- (c) a reference to:
 - (i) any party includes its successors in title and permitted assigns;
 - (ii) words importing persons shall include any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);
 - (iii) a clause, schedule or paragraph is a reference to the clause, schedule, or paragraph of, or to, this Agreement. References to a paragraph made in a schedule to this Agreement shall, unless otherwise specified, be deemed to be a reference to a paragraph of that schedule;
- (d) the headings are for reference only and shall not affect the interpretation of this Agreement;
- (e) the schedules and appendices form part of this Agreement and shall have the same effect as if contained in the body of this Agreement;
- (f) the words **"including"**, **"include"**, **"for example"**, **"in particular"** and words of similar effect shall not be deemed to limit the general effect of the words which precede them and **"including"**, **"include"** and **"for example"** shall be deemed to have the words **"but not limited to"** following them; and
- (g) if there is any conflict, ambiguity or inconsistency between the parts of this Agreement, the following order of precedence shall apply:
 - (i) any terms expressly identified in a Statement of Work as taking precedence over the provisions of the main body of this Agreement or the schedules; then
 - (ii) the schedules; then
 - (iii) the clauses in the main body of this Agreement; then
 - (iv) all other terms of a Statement of Work.

2. **Term**

2.1 This Agreement shall come into force on the Effective Date and shall continue in force unless terminated in accordance with its terms, or by operation of law.

2.2 Each Statement of Work shall come into force on the relevant Commencement Date and shall continue in force for the term specified in such Statement of Work unless and until terminated in accordance with its terms.

3. Appointment

- 3.1 The Client appoints Harnham from the Effective Date to provide the Services, as agreed between Harnham and the Client or a Client Group Company from time to time in a Statement of Work in accordance with the provisions of this Agreement.
- 3.2 This Agreement and each Statement of Work shall apply to and shall govern the relationship between the Client and Harnham in relation to the provision of the Services under that Statement of Work to the exclusion of all other terms and conditions that either party may seek to impose or incorporate, or that may be implied by trade, custom, practice or in the course of dealing.
- 3.3 Harnham shall be entitled to subcontract the performance of its obligations under this Agreement and/or the Services.

4. Statements of Work

- 4.1 The Client shall be entitled from time to time to request in writing the provision of Services from Harnham.
- 4.2 Harnham and the Client shall be the signatories to a Statement of Work. Each Statement of Work shall incorporate the terms of this Agreement, save as expressly varied in such Statement of Work (by express cross reference to the relevant term of this Agreement), and each Statement of Work shall constitute a separate contract between the signatories to the relevant Statement of Work. For the avoidance of doubt, termination of this Agreement by either party shall not automatically terminate any SOW(s) current as at the date of termination.
- 4.3 SOWs relating to the Deployment of Consultants by Harnham to work on Services for the Client shall be issued subject to the terms of this Framework Agreement and the terms set out in Schedule 1 to this Agreement.
- 4.4 SOWs relating to Deliverables shall be issued subject to terms of this Framework Agreement and the terms set out in Schedule 2 to this Agreement and the terms in Schedule 1 shall not apply to such SOW(s).
- 4.5 Each reference to "this Agreement" in this Framework Agreement, as incorporated into a Statement of Work in accordance with clause 4.2, shall be read as referring to the Statement of Work into which these terms are incorporated, as the context requires, and all references in this Framework Agreement to "Client" shall be deemed to be references to the signing Client entity. In the event that the provision of the Services in any Territory requires that additional or different terms or requirements are added to those set out in this Framework Agreement, such terms or requirements shall be set out in a Statement of Work.
- 4.6 Once a Statement of Work has been agreed and signed no amendment shall be made to it except in accordance with clause 8 (*Change Procedure*).

5. Harnham's obligations

- 5.1 Harnham shall perform its obligations under this Agreement:
- (a) in accordance with this Agreement, including any Service Levels and all descriptions and specifications provided to, and agreed with, the Client;
 - (b) in accordance with Good Industry Practice and the Client's specification;
 - (c) promptly and with all due skill, care and diligence;
 - (d) using appropriately skilled, experienced, qualified and trained Personnel including the Consultants where applicable;

- (e) at such locations specified by the Client in writing as may be necessary for the due performance of the Services; and
 - (f) in co-operation with all relevant Third Party Suppliers.
- 5.2 Harnham shall at all times comply with the lawful and reasonable requests of the Client from time to time in relation to the Services provided that those requests are not inconsistent with this Agreement and, in relation to SOWs for Deliverables, do not relate to how the work should be done (and provided further that if any such request constitutes a request for a Change they shall be subject to the Change Procedure).
- 5.3 Harnham warrants that by entering into and performing its obligations under this Agreement it will not be in breach of any obligation which it owes to any third party.
- 5.4 Harnham shall, where delivering a SOW on a Deliverables basis, generally determine the method of performance of the Services but in doing so it shall co-operate with the Client in working towards meeting the agreed milestones or deliverables and targets.
- 5.5 Harnham shall (and shall procure that its Subcontractors) account to the appropriate authorities for all tax (including, where applicable), sales tax (such as VAT or non-UK equivalents of the same), and social security payable in respect of sums paid by Harnham to its Consultants in connection with their performance of the Services.
- 6. **Personnel**
 - 6.1 Harnham shall, insofar as it is lawful, vet Consultants to ensure that:
 - (a) they have provided satisfactory proof of their identity to Harnham; and
 - (b) they have complied with all relevant immigration regulations and can lawfully work in the Territory.
 - 6.2 Harnham shall at all times be responsible for the engagement of Personnel and shall be entitled to decide who to assign to perform the Services provided that it shall take into account any reasonable representations from the Client as to the capabilities of any such Personnel.
 - 6.3 Subject to compliance with clause 6.1, Harnham shall be entitled from time to time to replace any Consultant and any other Personnel with any suitably qualified, skilled and experienced replacement(s). Harnham shall inform the Client as soon as possible of any plans to make such changes and take into account any reasonable representations the Client may make in relation to planned changes.
- 7. **The Client's obligations**
 - 7.1 The Client shall perform (or procure the performance of) the Client Dependencies in accordance with this Agreement which shall include:
 - (a) access for Personnel to Client premises to the extent reasonably required for the performance of the Services;
 - (b) provision of appropriate and fully functioning physical environment to the extent reasonably required for performing the Services;
 - (c) provision of appropriate and fully functioning technical environment and client systems to the extent reasonably required for performing the Services;
 - (d) reasonable co-operation of Client personnel and of any End User and personnel of Third Party Suppliers whose services are relevant to the Services; and

- (e) prompt making and communication to Harnham of decisions about relevant aspects of the Services or any project to which the Services relate, including prompt review and sign off of Deliverables as required.

7.2 Where the Client is in breach of clause 7.1 ("**Dependency Breach**"):

- (a) Harnham shall not be in breach of any of its obligations to provide the Services to the extent that such breach is the direct result of the Dependency Breach ("**Dependent Obligations**");
- (b) the Client shall pay Harnham its reasonable costs in terms of stand-by costs, at the rates set out in the Rate Card, of keeping available project Personnel who have been assigned to the Services;
- (c) the Client shall pay Harnham its reasonable additional costs directly incurred re-performing the relevant Dependent Obligation in every case to the extent that such costs are the direct result of the Dependency Breach; and
- (d) Harnham shall be entitled to an additional period to perform the Dependent Obligation as set out in this clause 7.2(d). The additional period (if any) shall be that period which Harnham can prove is necessary as a direct result of the Dependency Breach to allow Harnham to perform the Dependent Obligation taking into account only the direct effects of the Dependency Breach and not to be greater in any event than the delay actually caused to Harnham.

7.3 Harnham shall:

- (a) inform the Client in writing as soon as reasonably practicable after Harnham becomes aware of a Dependency Breach in any event before the date on which the relevant Dependent Obligation was due to be performed setting out the Dependent Obligation concerned (provided that Harnham may make more than one notification for a single Dependency Breach identifying different Dependent Obligations at different times) and providing reasonable details of the Dependency Breach and Dependent Obligation; and
- (b) use all reasonable endeavours to perform all Dependent Obligations notwithstanding any Dependency Breach; and
- (c) act reasonably to mitigate the amounts payable under clause 7.2(b) and 7.2(c); and
- (d) agree to provide such documentary evidence as the Client may reasonably require to verify such amounts and all other facts that Harnham is obliged to prove under this clause; and
- (e) do all things reasonable to minimise any additional period under clause 7.2(d).

7.4 Harnham acknowledges and agrees that:

- (a) it will not be able to rely on a Dependency Breach as a reason for any failure by Harnham to perform any Dependent Obligation:
 - (i) if the Dependency Breach did not have a material adverse effect on Harnham's ability to perform the Dependent Obligation;
 - (ii) if such Dependent Obligation was not expressly identified under clause 7.3(a); or
 - (iii) to the extent that the Dependency Breach was itself caused by a breach by Harnham of any of its obligations under this Agreement.

- 7.5 The Client shall ensure that it has and is responsible for providing, obtaining and maintaining in force all information, rights, permissions, authorisations, consents, personnel, expertise, equipment and other resources necessary to enable Harnham to access relevant sites and systems as required to fulfil its obligations under this Agreement.
- 7.6 The Client shall, throughout the term of the Agreement, make available appropriate personnel to liaise with Harnham and the relevant Personnel.
- 7.7 The Client warrants that all information provided to Harnham by or on behalf of the Client and/or any End User to enable Harnham to perform the Services and calculate the Charges is, and remains, detailed and accurate.

8. Change Procedure

- 8.1 Due to the nature of the Services to be performed the parties accept that it may be necessary to alter or adjust the scope of Services. Either party may propose changes to the scope or execution of a Statement of Work, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. Each Change Order shall set out the proposed changes and the effect those changes shall have on:
- (a) the Services;
 - (b) the Charges;
 - (c) the Project Plan or other timetable; and
 - (d) any of the other terms of the relevant Statement of Work.
- 8.2 Within one week of receipt of the request the receiving party shall provide a written response. Neither party shall unreasonably withhold its consent to a change requested by the other.
- 8.3 In responding to a change request, Harnham will advise the Client whether the change is practicable and, if so, any related changes it would wish to make to the Charges, the scope of Services and other terms and conditions of this Agreement.
- 8.4 Pending written agreement to implement changes, Harnham shall be entitled to treat any Out of Scope Services as additional consultancy services, chargeable on a time spent basis in accordance with the rates set out in the Rate Card.
- 8.5 If the parties:
- (a) agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or
 - (b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the Dispute Resolution Procedure set out in clause 32.

9. Warranties

- 9.1 Each party warrants on an on-going basis that:
- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement pursuant to its terms;
 - (b) this Agreement is executed by its duly authorised representative; and
 - (c) there are no currently in force or binding agreements with third parties the terms of which would prevent it from entering into this Agreement or would materially impede the performance by it of its obligations under this Agreement.

10. **Liability**

10.1 Nothing in this Agreement shall exclude or limit:

- (a) either party's liability for death or personal injury caused by its negligence;
- (b) either party's liability for fraud or fraudulent misrepresentation;
- (c) either party's liability that cannot, as a matter of law, be limited or excluded.

10.2 Subject to clause 10.1 and 10.3, Harnham's total liability to the Client in respect of all events arising in each calendar year, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising out of or in connection with this Agreement shall be limited to the lesser of:

- (a) £1 million; and
- (b) an amount equivalent to 300 per cent of the Charges invoiced and and/or payable under the Statement of Work (to which the event relates) in the calendar year in which the event giving rise to the liability occurred.

10.3 Neither party shall be liable to the other party for any loss of profits, business, goodwill, indirect, consequential or special loss arising out of, or in connection with, this Agreement.

10.4 Harnham shall not be liable for any Loss incurred or suffered by the Client arising out of or in connection with any act, omission or default of any End User.

11. **Ownership of Intellectual Property Rights**

11.1 All Client Background IPR shall remain vested in the Client or its licensors and there shall be no assignment of any Client Background IPR to Harnham. The Client has granted Harnham a licence to use such Client Background IPR solely to the extent required for Harnham's performance of its obligations under this Agreement.

11.2 Subject to clause 11.3, all Intellectual Property Rights in any Deliverables, and in any materials which are created by or on behalf of Harnham as a result of the provision of the Services and which are produced for, on behalf of or at the request of, the Client pursuant to this Agreement including a Statement of Work shall vest in the Client on payment by the Client to Harnham for the relevant Deliverables. If by operation of law such Intellectual Property Rights do not automatically vest in the Client at such moment then Harnham hereby (from such moment) assigns or otherwise shall assign to the Client (including by way of an assignment of future Intellectual Property Rights), in each case at no cost to the Client, with full title guarantee and free from all charges, liens, licences and other encumbrances all such Intellectual Property Rights together with the right to sue for and obtain full and effective relief (including damages) in respect of any infringement of such Intellectual Property Rights by a third party.

11.3 Where any Deliverables and any other materials which are otherwise created by or on behalf of Harnham as a result of the performance of this Agreement are supplied with or have embedded in them Company Background IPR then Harnham shall retain ownership of such Company Background IPR, but hereby grants (on payment by the Client to Harnham for the relevant Deliverables) to the Client a non-exclusive, perpetual (unless agreed otherwise in a Statement of Work), irrevocable, royalty-free licence to use such Company Background IPR in any way whatsoever to facilitate and/or enable full use of the Deliverables or other materials and, for this purpose, to sub-license such Company Background IPR to third parties.

11.4 Harnham shall keep in its care materials entrusted to Harnham by the Client (the "**Property**"). Harnham shall mark or otherwise identify the Property as being the property of the Client and shall be responsible for its safekeeping.

11.5 Harnham shall not be entitled to destroy any Property without the Client's prior written consent. Harnham shall be entitled to return the Property to the Client by delivery to the Client's registered office.

12. Intellectual Property Rights indemnity

12.1 Each Party shall indemnify and hold the other Party harmless from all Losses awarded against, or suffered, incurred or paid as a result of or in connection with any alleged or actual infringement of any third party's Intellectual Property Rights or other rights arising out of: (a) where Harnham is the indemnifying party, the receipt, use or supply of the Services, or Deliverables; or (b) where the Client is the indemnifying party, the use of the Client's Systems.

12.2 Each party shall notify the other in writing if an IPR Claim is made.

12.3 If an IPR Claim is made against the Client, the Client shall:

- (a) allow Harnham to conduct all negotiations and proceedings and give Harnham reasonable assistance, each at Harnham's cost, regarding the IPR Claim; and
- (b) make no adverse admission relating to the IPR Claim without first notifying Harnham of its intention to do so.

12.4 In the event of an IPR Claim against the Client, Harnham shall be entitled at its own expense and option either to:

- (a) procure the right for the Client to continue using the Services or the infringing part; or
- (b) make such alterations, modifications or adjustments to the Services or that infringing part so that it becomes non-infringing without incurring a material diminution in performance, capacity or functionality; or
- (c) replace the Services or that infringing part with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance, capacity or functionality of the Services (and the provisions of this indemnity shall apply equally to any such substitutes) reimbursing the Client or such Client Group Companies their reasonable costs associated with such substitution.

13. Charges

13.1 In consideration of the provision of the Services by Harnham, the Client shall pay the Charges detailed in the relevant Statement of Work. The Charges shall be for not less than any agreed Minimum Fee.

13.2 Where Services are provided on a **time and materials** basis:

- (a) the Charges shall be calculated in accordance with the daily fee rates set out in the Rate Card;
- (b) Harnham's standard daily fee rates for each individual person are calculated on the basis of a business day of not less than 8 hours;
- (c) Harnham shall ensure that every individual whom it engages on the Services records time spent on the Services, and Harnham shall use such records to calculate the charges covered by each monthly invoice referred to in clause 13.2(d); and
- (d) Harnham shall invoice monthly in arrears for its charges for time, expenses and materials for the month concerned.

13.3 Where Services are provided for a **fixed price**, the total price for the Services shall be the amount set out in the relevant Statement of Work, subject to clause 13.4. Where payment is

against achievement of Milestones, payment shall be made to Harnham in instalments, against the Milestones set out in the relevant Statement of Work. Harnham shall invoice these amounts as they become due, as set out in the relevant Statement of Work.

- 13.4 Unless otherwise stated in a Statement of Work:
- (a) the Charges constitute the only charges payable by the Client under this Agreement in respect of the Services;
 - (b) the Charges are exclusive of VAT which the Client shall pay in addition to the Charges at the rate prevailing on the date of the invoice; and
 - (c) Harnham shall be entitled to adjust the Charges to take account of any inflation, change in exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to Harnham or the Subcontractors of the performance of Harnham's obligations.
- 13.1 All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law. The Client shall not be entitled to assert any credit, set-off or counterclaim against Harnham in order to justify withholding payment of any such amount in whole or in part.
- 13.2 Each invoice shall specify the Statement of Work reference, date of invoice and be marked for the attention of the relevant Authorised Representative.
- 13.3 Unless expressly stated otherwise in this Agreement or a Statement of Work, the Client shall make payment of the Charges within 14 days of the date of invoice.
- 13.4 All sums to be paid, and all payments, under this Agreement shall be in the currency set out in the relevant Statement of Work.
- 13.5 Unless otherwise agreed by Harnham, all payments due to it under this Agreement shall be paid by direct bank transfer to Harnham's bank account as from time to time notified to the Client by Harnham.
- 13.6 If the Client fails to pay any amount due under this Agreement, Harnham may charge interest on the overdue amount, from the due date up to the date of actual payment, after as well as before judgment, accruing on a daily basis, at the rate of 2% per annum above the base rate for the time being of the Bank of England. The parties agree that the right to claim interest under this clause 13.6 is a substantial remedy for late payment and is in substitution for any statutory or other right to claim interest and/or other remedy for late payment under the Late Payment of Commercial Debts (Interest) Act 1998.
- 13.7 If the Client has a bona fide Dispute in respect of the whole or any part of any invoice then the Client shall notify Harnham of the nature of such Dispute in writing within 14 days of date of the invoice, giving all relevant details of the disputed invoice. If the Client so notifies Harnham that it disputes the whole or any part of the sums payable under any invoice, then, provided that Harnham credits the disputed invoice in full to the Client and then issues two invoices, one in respect of the disputed amount and the other in respect of the undisputed amount, the Client shall pay the invoice for the undisputed amount and the parties shall use commercially reasonable endeavours to resolve the Dispute for the other amount in accordance with the Dispute Resolution Procedure. Upon resolution of the Dispute in respect of the remainder of the original invoice, the Client shall pay any amounts determined or agreed to be payable to Harnham within 14 days. Pending resolution of the Dispute, Harnham shall continue to provide the Services in accordance with this Agreement up until the date falling 20 Business Days after the Dispute is raised at which point Harnham may, at its option, if the Dispute has not been resolved, cease to provide the Services..

14. **Insurance**

14.1 Harnham shall at its own cost be responsible for taking out and maintaining in force, during the term of this Agreement and to cover liabilities arising for a period of 6 years following the completion or termination of the SOW, policies of insurance covering the liabilities which may be incurred by Harnham arising out of the acts or omissions of Harnham in connection with this Agreement. Such policies shall include the following levels of cover (save to the extent agreed otherwise in the Statement of Work for example where the Services are to be performed in the United States of America):

- (a) employer's liability insurance for a minimum amount of cover of £5 million on a single event or series of related events in a single calendar year;
- (b) professional indemnity insurance for a minimum amount of cover of £1 million on a single event or series of related events in a single calendar year;
- (c) public liability insurance for a minimum amount of cover of £5 million on a single event or series of related events in a single calendar year.

Harnham shall provide the Client with such evidence as the Client may reasonably require of its insurance terms.

15. **Confidentiality**

15.1 Each party receiving Confidential Information ("**Recipient**") from the other ("**Disclosing Party**") shall keep that information confidential and shall:

- (a) use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations or exercising its rights under this Agreement;
- (b) keep the Disclosing Party's Confidential Information secure and take no lesser security measures and degree of care to protect the Disclosing Party's Confidential Information than the Recipient applies to its own confidential information and in any event no lesser than that which a reasonable person or business would take in protecting its own confidential information;
- (c) not disclose the Disclosing Party's Confidential Information to any third party except with the prior written consent of the Disclosing Party or as permitted by this clause 15.

15.2 Notwithstanding clause 15.1, the Recipient may disclose the Disclosing Party's Confidential Information to its directors and employees, and any subcontractors or other third parties which are directly involved in, and strictly need to know such Confidential Information for the purpose of, enabling the Recipient to perform its obligations or exercise its rights under this Agreement. The Recipient shall ensure that all such directors, employees, subcontractors and third parties are aware of the confidential nature of the information and the Recipient shall impose upon them, and procure compliance with, confidentiality obligations which are substantially the same as those which are set out in this clause 15 except that disclosure by such subcontractors or other third parties shall be prohibited.

15.3 The Recipient shall immediately inform the Disclosing Party in writing if the Recipient becomes aware that any Confidential Information has been disclosed to any unauthorised third party.

15.4 The obligations of confidentiality set out in this clause 15 shall not apply:

- (a) where the Disclosing Party has given its specific prior written consent to the disclosure;
- (b) to Confidential Information which has entered the public domain, other than as a result of a breach of this clause 15;

- (c) where the Recipient can show that the information was obtained, free from any restrictions as to its use or disclosure, from a third party who was free to divulge it; and
 - (d) where the information was developed by, or for, the Recipient independently of any information received under this Agreement and by persons who had no access to, or knowledge of, that information.
- 15.5 The Recipient shall not be in breach of this clause 15 where it is required to disclose the Disclosing Party's Confidential Information by a court or regulatory authority of competent jurisdiction. Where the Recipient is so required to make such a disclosure, it shall, where practicable and/or permissible, consult with the Disclosing Party as to the terms, content or timing of the disclosure, and shall use reasonable endeavours to limit the scope of the required disclosure and to maintain the confidentiality of the disclosed Confidential Information to the extent possible.
- 15.6 To the extent that the Disclosing Party's Confidential Information is no longer required by the Recipient to enable the Recipient to perform its obligations or exercise its rights under this Agreement, the Recipient shall (and shall procure that its directors, employees, subcontractors and other relevant third parties shall) either return to the Disclosing Party immediately upon demand such Confidential Information together with any copies, notes, analyses or records of such Confidential Information and any documents and other material (including all electronically generated or stored data) containing, reflecting or deriving from the Confidential Information which are in its possession or under its control, or (at the Disclosing Party's option) destroy it.
- 15.7 Each party shall not, and shall procure that no Group Companies shall, make any statement to any third party, in any media, which is reasonably likely to bring either party into material disrepute or materially diminish the reputation or good name of either party.
- 15.8 The parties acknowledge that damages may not be an adequate remedy for a breach of this clause 15 or the confidentiality undertakings entered into by their directors, employees, subcontractors and other third parties pursuant to clause 15.2. Each party shall be entitled to seek any legal or equitable relief from any court of competent jurisdiction, including injunctive relief or specific performance, upon the breach (or reasonably anticipated breach) of any part of this clause 15 or of the confidentiality undertakings which the Recipient is required to obtain for the purposes of disclosure pursuant to clause 15.2.
- 16. **Termination**
- 16.1 Either party may, without prejudice to its other rights or remedies, terminate this Agreement and any SOW with immediate effect by written notice to the other party if one or more of the following events occur:
 - (a) the other party commits a material breach (being a single event or a series of events which together amount to a material breach) of the Statement of Work and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;
 - (b) the other party repeatedly breaches such Statement of Work in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - (c) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- (d) the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party;
 - (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party;
 - (f) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party;
 - (g) a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver;
 - (h) a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party;
 - (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.1(c) to clause 16.1(i) (inclusive);
 - (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
 - (l) Harnham has reasonable grounds to believe that the Client will not honour its payment obligations to Harnham under the Framework Agreement; or
 - (m) in accordance with clause 23.4.
- 16.2 Either party shall be entitled to terminate this Agreement without cause by providing to the other party not less than 3 calendar months' notice in writing.
- 16.3 Any SOW entered into before the date notice of termination is given shall continue in force, and the terms of this Agreement shall continue to apply to the SOW until its expiry or termination.
- 17. Effect of termination**
- 17.1 All rights and obligations of the parties shall cease to have effect immediately upon termination or expiry of this Agreement, save that termination or expiry shall not prejudice or affect:
- (a) any right of action or remedy which shall have accrued or shall thereafter accrue to either party; or
 - (b) the continued existence and validity of the rights and obligations of the parties under those clauses expressly stated to survive or implicitly surviving termination.
- 17.2 Unless agreed otherwise in the Statement of Work, upon any termination of a Statement of Work the licences of Company Background IPR shall continue and title to physical deliverables (other than software) shall pass to the Client.

- 17.3 In the event that a Statement of Work is terminated, Harnham shall within 10 Business Days of receipt of a written request from the Client and at the option of the Client:
- (a) deliver to the Client all Deliverables (whether complete or not) in existence and any other material, documents or equipment in its possession or under its control that belong to the Client;
 - (b) return all or any Confidential Information in its possession together with all copies thereof; and
 - (c) destroy all or any Confidential Information in its possession by shredding or incineration of all documents and other material in its possession, custody or control and/or irretrievably delete the same if stored on electronic or magnetic media, to the extent to which this is possible, and certify to the Client that this has been done.
- 17.4 On expiry or termination of a Statement of Work Harnham shall co-operate with, and provide all assistance to, the Client and any third party nominated by the Client, as the Client may request to enable an orderly and efficient transfer of the performance of the Services (or part of them) to the Client or a third party (as applicable) without interruption or adverse effect including in transferring, subject to the approval of third parties where required, all reservations, contracts and arrangements for third party services, media and other materials yet to be used in relation to the Services.
18. **Business protection and transfer fees**
- 18.1 The Transfer Fee provisions set out in the relevant schedules and SOW shall apply.
- 18.2 Neither party shall, either on its own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of six months from the end of the term of a SOW solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any employee of the other party who has worked on the services provided under that SOW or otherwise worked to support the SOW at any time during the term of the SOW.
19. **Data protection and security**
- 19.1 Each party shall comply with the provisions of Schedule 3 (*Data protection and security*).
20. **Anti-corruption**
- 20.1 Each party shall in relation to this Agreement:
- (a) comply with all applicable Laws relating to anti-bribery and anti-corruption including the Bribery Act 2010 and the Criminal Finances Act 2017 (the "**Relevant Requirements**");
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 or sections 45 or 46 of the Criminal Finances Act 2017;
 - (c) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate (or in the case of anti-facilitation of tax evasion, proportionate) procedures under the Bribery Act 2010 and the Criminal Finances Act 2017, to ensure compliance with the Relevant Requirements, and shall enforce them where appropriate;
 - (d) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement (including a request or demand to facilitate tax evasion);

- (e) immediately notify the other party (in writing) if a foreign public official becomes an officer or employee of it or acquires a direct or indirect interest in it and warrant that it has no foreign public officials as direct or indirect owners, officers or employees at the Effective Date); and
 - (f) on reasonable request of the other party (which shall be no more than once every 12 month period following the Effective Date) certify to the other party in writing signed by one of its officers, compliance with this clause 20.1 by it and all persons associated with it under clause 20.2. Each party shall provide such supporting evidence of compliance as the other party may reasonably request.
- 20.2 Each party shall ensure that any person associated with it who is performing obligations in connection with this Agreement or any Statement of Work does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on that party in this clause 20 ("**Relevant Terms**").
- 20.3 Breach of this clause 20 shall be deemed a material breach of this Agreement.
- 20.4 For the purpose of this clause 20, the following meanings shall apply:
- (a) adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act);
 - (b) proportionate procedures shall be determined in accordance with sections 45(2) and 46(3) of the Criminal Finances Act 2017 (and any guidance issued under section 47 of that Act);
 - (c) foreign public official shall be determined in accordance with sections 6(5) and 6(6) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act);
 - (d) for the purposes of anti-bribery, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 (and any guidance issued under section 9 of that Act); and
 - (e) for the purposes of anti-facilitation of tax evasion, whether a person acts in the capacity of a person who is associated with another person shall be determined in accordance with section 44(4) of the Criminal Finances Act 2017 (and any guidance issued under section 47 of that Act).

21. **Modern Slavery Act**

21.1 Harnham shall, and shall ensure that Harnham Personnel shall:

- (a) comply with all applicable Laws relating to modern slavery and human trafficking including the Modern Slavery Act 2015 ("**MSA**"); and
- (b) take reasonable steps to ensure that slavery and human trafficking (as such phrase is defined in the Modern Slavery Act 2015) is not taking place in any of its supply chains or in any part of its own business.

21.2 Harnham warrants that it:

- (a) has not been convicted of any offence involving slavery and human trafficking; and
- (b) is not aware of any circumstances within its supply chain that could give rise to an investigation relating to any offence or alleged offence in connection with slavery and human trafficking.

22. Record keeping and audit

- 22.1 Harnham shall keep the Records during the term of a Statement of Work and for the Retention Period.
- 22.2 Harnham shall ensure that any software, hardware and any documentation, including maintenance documentation, required to retrieve and read any Records stored in non-print media (including electronic, optical or magnetic media) ("Retrieval Systems") are retained until the expiry of the Retention Period.

23. Force majeure

- 23.1 Subject to the exceptions set out in clause 23.2, neither party shall be liable to the other for delay or non-performance of its obligations under this Agreement to the extent that this is due to a Force Majeure Event.
- 23.2 A party cannot claim relief from liability where the Force Majeure Event is caused by its (or its subcontractor's) failure to take reasonable precautions against the relevant Force Majeure Event, or is caused by its agents, employees, subcontractors or suppliers.
- 23.3 Subject to clause 23.4, as soon as reasonably possible following the end of the Force Majeure Event, the affected party shall notify the other and this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event, unless agreed otherwise by the parties.
- 23.4 If any Force Majeure Event prevents Harnham from fulfilling its obligations under this Agreement for a continuous period of more than 30 days either party may terminate this Agreement with immediate effect with written notice to the other party.

24. Assignment

- 24.1 Except as expressly set out in this Agreement, this Agreement shall not be assignable by any party without the prior written consent of the other. In addition, a party to this Agreement may not hold the benefit of the Agreement or any rights under it on trust for any third party or parties without the prior written consent of the other.
- 24.2 Harnham may assign the benefit of this Agreement to a reputable financial institution for the purposes of invoice discounting arrangements or the like in the normal course of its business.
- 24.3 Harnham may assign its rights and obligations under this Agreement to its Group Companies without the consent of the Client.

25. Entire agreement

- 25.1 This Agreement (including the Framework Agreement and any Rate Card or other rates agreed by the parties in connection with any SOW) constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, representations, understandings or arrangements between the parties (oral or written) in relation to such subject matter. Each party acknowledges that:
- (a) upon entering into this Agreement, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Agreement or not) except those expressly set out in this Agreement; and
 - (b) the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for damages for breach of contract under this Agreement.
- 25.2 Nothing in this clause 25 shall limit or exclude any liability for fraud.

26. Invalidity

- 26.1 To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

27. Third party rights

- 27.1 Except as provided in the remainder of this clause 27, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.
- 27.2 The Client may itself, on behalf of a Client Group Company, enforce any term of this Agreement which is expressly or impliedly intended to benefit the Client and/or a Client Group Company. The Client shall be entitled to recover Losses on behalf of a Client Group Company as if the relevant Losses had been suffered by the Client itself under this Agreement, subject to the provisions of this Agreement.
- 27.3 Harnham shall only commence proceedings related to payments due for Services or Deliverables under this Agreement against the Client. The Client confirms that it shall be liable to Harnham in respect of breaches of this Agreement by any Client Group Company (to the extent that any such Client Group Company would have been liable to Harnham) and in this regard shall have available to it all of the same rights and defences that would have been available to such Client Group Company.

28. Notices

- 28.1 Any notice given by one party to another under this Agreement shall be in writing, delivered by hand or by prepaid first class or special delivery post to the address given at the start of this Agreement and in all cases marked for the attention of the Authorised Representative of the relevant party, with a copy to that party's company secretary.
- 28.2 Notices delivered by hand shall be given on the day of receipt (unless received after 5.00 pm in which case they shall be given on the next Business Day). Notices sent by prepaid first class post or special delivery shall be deemed to have been given two Business Days after the date of posting.
- 28.3 A copy of a notice may be sent by email to the Authorised Representative of each party, however delivery via email shall not be valid service under this Agreement.
- 28.4 Either party may vary its address and/or contact for notices by giving notice to the other party. The notice must expressly state that the new address is the address for notices and/or the new contact is the contact to whose attention all future notices should be brought, as the case may be.

29. Further assurance

- 29.1 Each party shall execute such documents and take such steps as the other party may reasonably require to fulfil the provisions of and to give to each party the full benefit of this Agreement.

30. No partnership

- 30.1 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the parties, or to authorise either party to act as agent for the other and neither party shall have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.

31. Counterparts

- 31.1 This Agreement may be executed in any number of counterparts and by the parties in separate counterparts. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

32. Dispute resolution

- 32.1 A party shall not commence court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Agreement unless it has complied with this clause 32.
- 32.2 A party claiming that a Dispute has arisen in relation to this Agreement shall notify the Authorised Representative of the other party to the Dispute, giving details of the Dispute, who shall attempt to resolve the Dispute. Where relevant, this may include inviting other parties working on the project to give their views.
- 32.3 If the parties' Authorised Representatives are unable to resolve the Dispute within 10 Business Days (or such longer period as agreed between the parties) from the date of the notice setting out the nature of the Dispute under clause 32.2 is served then, either party may request a meeting within a further 10 Business Days between senior personnel (as notified by each party to the other for this purpose) who shall have power to resolve the Dispute.
- 32.4 In the event that the Dispute is not resolved by the process as set out in clauses 32.2 and 32.3, the parties shall attempt to settle the Dispute by mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure (the "Model Procedure"). To initiate mediation, a party must give notice in writing ("ADR Notice") to the other party requesting mediation in accordance with this clause. A copy of this request should be sent to CEDR. If there is any point on the conduct of the mediation (including the nomination of the mediator) upon which the parties cannot agree within 14 days from the date of the ADR Notice, CEDR shall, at the request of either party, decide that point for the parties, having consulted with them.
- 32.5 Notwithstanding the provisions of this clause 32, either party may commence or take proceedings or seek remedies before the courts or any other competent authority for interim, interlocutory or injunctive remedies in relation to this Agreement.

33. Governing law and jurisdiction

- 33.1 This Agreement and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 33.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

Schedule 1

Resource Deployment – T&M

1. Harnham's Obligations

- 1.1 Harnham will deploy its consultants to work on the Services as agreed and set out in the relevant SOW.
- 1.2 Harnham will use its reasonable endeavours to ensure that each Consultant shall:
 - (a) supply the Services at the Location(s) in accordance with Good Industry Practice;
 - (b) comply with the Client's reasonable requirements as may be notified by the Client to Harnham from time to time; and
 - (c) comply with all relevant Client regulations, policies and protocols as notified by the Client to Harnham from time to time, including on health and safety and security.
- 1.3 Harnham shall, prior to the relevant Commencement Date, provide the Client with confirmation of the following:
 - (a) the identity of the Consultant;
 - (b) that the Consultant has the experience, training, qualifications and any authorisations which the Client considers are necessary, or which are required by law or by any professional body, to perform the Services;
 - (c) that the Consultant is willing to provide the Services;
 - (d) the daily rate charged by Harnham;
 - (e) any notice period to terminate the Deployment; and
 - (f) the intervals at which invoices shall be rendered by Harnham to the Client.
- 1.4 Harnham shall:
 - (a) discharge its obligations under this Agreement in accordance with Good Industry Practice;
 - (b) use reasonable endeavours to give reasonable notice to the Client of any period during which any Consultant will be unavailable to perform the Services;
 - (c) use reasonable endeavours to supply to the Client copies of any relevant qualifications or authorisations that Harnham and/or any Consultant is required by the Client or by law or any professional body to have in order to provide the Services to the Client; and
 - (d) account on a timely basis to the appropriate authorities for all tax (including VAT), National Insurance contributions and social security levies (if any) (or any overseas equivalents of the same) payable in respect of sums paid to Harnham or by it to the Consultants in connection with Services supplied.
- 1.5 Harnham will incorporate in its employment contract with each Graduate Consultant provisions stating that the Consultant is obliged to:
 - (a) comply with all health and safety, site and security regulations applicable at the Location(s) to the extent that they apply to the type of work required for the provision of the Services;

- (b) comply with the Client's IT security policies, data privacy notices and protocols when accessing or using the Client's Systems;
 - (c) not make use of the Client's confidential information except for the purposes of performing the Services; and
 - (d) upon termination of the Deployment deliver up to the Client any documents and other materials belonging to the Client held by the Consultant.
- 1.6 Harnham will require each Consultant working on a Deployment to deliver timesheets weekly/monthly to an authorised representative of the Client for approval and return the same to the Client.
2. **Client's obligations**
- 2.1 The Client will, prior to the relevant Deployment Commencement Date give to Harnham sufficient information in order for Harnham to consider the suitability of an individual to supply the Services as an Consultant, including:
- (a) the identity of the Client and the nature of the Client's business;
 - (b) the date on which the Client requires provision of the Services to commence and the duration or likely duration of provision of the Services;
 - (c) details of the Services including the position which the Client seeks to fill, the type of work a worker in that position would be required to do, the location at which, and the hours during which, the worker would be required to work, and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - (d) the experience, training, qualifications and any authorisations which the Client considers are necessary, or which are required by law or by any professional body for the Consultant to possess in order to provide the Services, including whether the Consultant will be required to work with, care for or attend one or more vulnerable persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable;
 - (e) any specific risks to health and safety in relation to the Location(s) or specific experience required for a person to work at the Location(s);
 - (f) any expenses payable by or to the Consultant;
 - (g) working conditions and Location(s);
 - (h) issues relating to health and safety relevant to the Consultant;
 - (i) any other information which may be relevant to the decision of an individual to accept the position;
 - (j) any restrictions on type of individual who can perform the Services; and
 - (k) any additional information or any change to information already provided.
- 2.2 The Client shall be responsible for the health and safety of each Consultant as if directly engaged by the Client, and, without limiting that responsibility in any way, the Client shall:
- (a) ensure that the work complies with all relevant health and safety procedures and requirements;

- (b) before engaging a Consultant via Harnham and at appropriate times during the Deployment undertake such risk assessments as are necessary to ascertain risks and not allow any Consultant to undertake any work that is hazardous without informing the Consultant and the Harnham in writing of any specific or potential hazards; and
- (c) if applicable, make clear to Harnham and each Consultant what rules (including but not limited to health and safety, site and security policies, procedures and regulations) apply in respect of the Location(s).

2.3 The Client shall:

- (a) check and sign or electronically verify timesheets (in a form approved by Harnham) verifying the number of hours worked by each Consultant and evidencing satisfactory performance of the Services by the Consultant at the end of each week of a Deployment;
- (b) notify Harnham immediately if it is dissatisfied with the performance by the Consultant of the Services and, for the avoidance of doubt, the Client has no authority to discipline any Consultant or to terminate the provision of the Services other than via Harnham;
- (c) in particular, notify Harnham immediately in the event that the Client is dissatisfied with the performance of a Consultant in circumstances which would require Harnham to provide information to the Independent Safeguarding Authority under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable to allow Harnham to discharge its statutory obligation;
- (d) (without limitation to the above) not commit any act or omission constituting unlawful discrimination or harassment of any Consultant in connection with the performance of the Services;
- (e) provide Harnham, on a timely basis, with such information as Harnham shall reasonably request from the Client to enable Harnham to comply with or otherwise to evidence its and/or the Client's compliance with the AWR; and
- (f) notify Harnham if a Deployment is not suitable for pregnant workers.

2.4 The Client agrees to the terms relating to Absence Entitlement set out in the relevant Deployment SOW.

2.5 The Client agrees to release the Consultant for such "off-the-job" training and/or assessments as Harnham may reasonably require during the Deployment and as specified in the SOW.

3. Charges

3.1 The Client shall pay Harnham the Charges for the Services and shall promptly pay Harnham such other sums that Harnham may from time to time be entitled to charge under this Agreement including Transfer Fees.

3.2 Harnham will not raise any Charge in respect of any period when a Consultant is absent due to sickness or annual leave

4. Transfer Fees

4.1 For the purposes of this clause 4:

- (a) a "**Deemed Introduction**" will occur where any client of the Client with whom the Consultant had material contact during the Deployment (a "**Client Contact**"), or any third party (including any client of the Client or any employment business or other person) to whom the Client introduces that Consultant (a "**Client Third Party Contact**"), directly or indirectly (other than through Harnham):

- (i) Engages that Consultant to carry out the Services or services similar to or related to the Services; or
 - (ii) otherwise Engages the Consultant; or
 - (iii) otherwise makes arrangements so that the Consultant provides services which are similar, identical or related to the Services for either the Client, any member of the Client's Group, a Client Contact or a Client Third Party Contact.
 - (b) **"Engagement"** means the Client's direct or indirect (via any person other than any Harnham Group Company) engagement or employment of any Consultant or any other arrangement (other than one involving supply by any Harnham Group Company) under which any Consultant provides services to the Client or any member of the Client's Group or an End User; and **"Engage"** and **"Engaged"** shall be construed accordingly.
 - (c) **"Extended Hire Period"** means a period of 12 months, or such other period as specified in the relevant SOW, commencing on the day that the Client confirms that they opt to take an Extended Hire Period pursuant to clause 4.6 below. Any such period of hire shall be on terms no less favourable than the terms of the relevant Deployment.
 - (d) **"Non-Deployed Personnel"** means any Company Personnel who have been Introduced to the Client but who have not been deployed or otherwise started deployment under a SOW.
 - (e) **"Restricted Period"** means in a case where there has been no supply of the Consultant, the period of 6 months from the date of Introduction of that Consultant to any of the persons listed in clause 4.1(a);
 - (f) **"Relevant Period"** means:
 - (i) as defined in Regulations 10(5) and (6) of the Conduct Regulations, being whichever of the following periods ends later:
 - (A) the period of 8 weeks commencing on the day after the day on which the Consultant last worked on a Deployment pursuant to being supplied by Harnham; or
 - (B) the period of 14 weeks commencing on the first day on which the Consultant worked on a Deployment pursuant to the supply of that Consultant by Harnham;
 - (ii) where the Conduct Regulations do not apply, the period of 12 months commencing on the day after the day on which the Consultant last worked on a Deployment pursuant to being supplied by Harnham.
- 4.2 If an Engagement occurs at any time within the Restricted Period the Client shall pay to Harnham a Transfer Fee and no refund of the Transfer Fee shall be payable if such employment, engagement or arrangement terminates.
- 4.3 If a Deemed Introduction occurs at any time within the Restricted Period or Relevant Period the Client shall pay to Harnham a Transfer Fee and no refund of the Transfer Fee shall be payable if such employment, engagement or arrangement terminates.
- 4.4 If the Client or any End User Engages any Non-Deployed Personnel within 12 months of Harnham having Introduced such Personnel to the Client (or the Client having Introduced such Personnel to an End User) the Client shall pay to Harnham a Transfer Fee and no refund of the Transfer Fee shall be payable if such employment, engagement or arrangement terminates.
- 4.5 Subject to clause 4.6, where a Consultant has commenced working on a Deployment and:

- (a) the Client notifies Harnham that it wants to Engage the Consultant within the Relevant Period direct or via an arrangement that does not involve Harnham; or
- (b) the Client otherwise Engages an Consultant;

at any time within the Relevant Period, the Client shall pay Harnham a Transfer Fee.

- 4.6 Where the Conduct Regulations apply, the Client may, as an alternative to paying a Transfer Fee, opt to take an Extended Hire Period of the Consultant. No Transfer Fee will be payable if the Client Engages the Consultant following the end of the Extended Hire Period. If the Client chooses an Extended Hire Period, but Engages the Consultant (other than through Harnham) before the end of the Extended Hire Period, the Transfer Fee may be charged by Harnham, reduced proportionately to reflect the amount of the Extended Hire Period paid for by the Client.
- 4.7 No refund of the Transfer Fee shall be payable if an Engagement terminates.
- 4.8 Subject to clause 4.9, if a Consultant leaves or is otherwise unable to complete a Deployment, Harnham will use reasonable endeavours to source and place a suitable replacement consultant.
- 4.9 The obligation under clause 4.8 shall not apply if a Consultant leaves or is otherwise unable to complete a Deployment due to restructuring of the Client, a change in reporting lines, redundancy or for other reasons unrelated to the fault of the Harnham Consultant.
- 4.10 If, having agreed to a Deployment the Client decides not to proceed or otherwise terminates the Deployment for reasons not related to the performance or conduct of the Consultant the Client shall be liable to pay the Charges for the balance of the Deployment, and Harnham shall be entitled to invoice the Client for the remainder of the Deployment Period at the Charge Rates, based on an assumption of 40 hours worked for each week of the Deployment Period.

5. Acknowledgements and Liability

- 5.1 The Parties acknowledge that all Graduate Consultants will be fixed term employees of Harnham whilst on Deployment with the Client.
- 5.2 The Client undertakes to use the services of each Consultant to carry out the Services in accordance with the relevant Deployment SOW.
- 5.3 Harnham shall be solely responsible during the Deployment for paying each Graduate Consultant and complying with all statutory obligations as their employer including: deduction and payment of all relevant taxes and national insurance contributions and other taxes and levies; holiday pay; sick pay and pension contributions. All non-Graduate Consultants will either be directly employed by Harnham or engaged via a third party umbrella company and paid on a full PAYE basis. No Consultant will be engaged on a self-employed basis or otherwise engaged via a personal service company.
- 5.4 The Client acknowledges that Harnham is in the business of training, employing and deploying the services of Consultants to client organisations. Whilst every effort is made by Harnham to ensure a reasonable standard of skill, integrity and reliability from each Consultant and to provide a Consultant in accordance with the Client's requirements, Harnham cannot accept responsibility for the quality of the Services provided by the Consultant or their activities while at the Location(s). Accordingly Harnham's liability is limited as set out in this clause 5.
- 5.5 The Client acknowledges that Harnham shall not be responsible for supervising, monitoring or directing the Consultant(s) whilst working on Deployment and that accordingly, only the Client is in a position to assess and insure against risks in respect of or during or arising out of the period for which the Consultant is performing the Services.

- 5.6 The Charges reflect sourcing, training, selection and deployment of Consultants to work on Client projects and do not indicate acceptance of any liability for any Consultant's acts or omissions whilst working on Deployment with the Client.
- 5.7 Subject to clause 5.9, Harnham shall not be liable for any Losses or delay arising from:
- (a) any failure to provide the services of any Consultant for all or part of the relevant Deployment;
 - (b) the negligent, wrongful, dishonest or fraudulent acts or omissions or misrepresentations of any Consultant;
 - (c) theft of any data or materials or the negligent driving of any Consultant;
 - (d) any special, indirect or consequential damages or loss; or
 - (e) any loss of profit, business, revenue, goodwill, anticipated savings and/or any claims made under third party contracts.
- 5.8 Subject to clause 5.9 the total liability of either party to the other under this Agreement shall be limited to the lesser of (excluding any obligation to pay Charges that may be or become due):
- (a) £1 million; and
 - (b) an amount equivalent to 200 per cent of the Charges invoiced and and/or payable under the Statement of Work (to which the event relates) in the calendar year in which the event giving rise to the liability occurred.
- 5.9 Nothing in this Agreement shall operate to exclude or limit either party's liability for:
- (a) death or personal injury caused by negligence;
 - (b) its own fraudulent acts or omissions; or
 - (c) any other liability which cannot by law be excluded.
- 5.10 The Client will assist Harnham in complying with any duty Harnham might have under the Working Time Regulations by supplying any relevant information about a Deployment as requested by Harnham and the Client will not do anything to cause Harnham to be in breach of its obligations under such Regulations. Where the Client requires the Services to be performed by a Consultant for more than 48 hours in any week the Client will notify Harnham of this requirement before the commencement of that week.
- 5.11 The Client shall at all times comply with all applicable laws and regulations relevant to the Client's relationship with Harnham or a candidate/Consultant, including but not limited to the AWR, the Equality Act 2010 and Data Protection Legislation and the Client shall not take any action which would cause Harnham to be in breach of its obligations under any applicable legislation.
- 5.12 The Client shall indemnify and hold harmless Harnham and keep Harnham fully indemnified against any claims or demands from any person including costs of dealing with the same:
- (a) arising from the Client's provision of incorrect or incomplete information including a failure to provide any information as requested by Harnham or required by statute;
 - (b) arising out of any breach of this Agreement; or

- (c) any Loss arising out or in connection with the Client's on-supply of any Consultant to work on the Services or otherwise perform work for the Client's client.
- 5.13 Nothing contained in this Agreement shall in any way render any Consultant, whilst working on a Deployment, an employee of the Client.
- 6. **Termination of Agreement and Deployments**
- 6.1 This Agreement shall continue unless terminated for cause in accordance with this clause 6. Deployments are for a fixed term of 24 months or as agreed in the relevant Deployment SOW.
- 6.2 This Agreement (including all Deployments current as at the date notice to terminate is served) shall continue unless terminated:
 - (a) by 5 Business Days' written notice by Harnham if there is any serious or repeated breach of this Agreement by the Client, which is, in the reasonable opinion of Harnham, capable of remedy and which is not remedied within 10 Business Days after an earlier notice requiring it to do so; or
 - (b) by written notice with immediate effect by Harnham and without liability or prejudice to any right for relief if applicable if Harnham in good faith forms the opinion for any reason that the Client may not meet its obligations to Harnham; or
 - (c) by written notice with immediate effect by either party if either party shall: become insolvent within the meaning of the Insolvency Act 1986, becomes bankrupt, apply for, or have made against it or him a receiving order, or makes any composition with its creditors or an administration order or if an order is made or resolution passed for the winding up of either party or either party passes a resolution to cease trading or actually ceases trading (an "**Insolvency Event**"); or
 - (d) by written notice with immediate effect if Harnham has reasonable grounds to believe that the Client cannot pay its debts or is about to suffer an Insolvency Event; or
 - (e) by written notice with immediate effect by Harnham if the Client refuses to give Harnham any relevant information (and/or gives the Harnham incorrect information) required for Harnham and/or the Client to comply with their AWR and/or WTR obligations.
- 6.3 Harnham shall be entitled to terminate a Deployment by 5 Business Days' written notice to the Client if the Consultant may no longer be willing, or able or suitable to undertake the Services.
- 6.4 The Client shall notify Harnham immediately and without delay, and in any event within 24 hours, if a Consultant fails to attend for the purposes of providing Services under a Deployment and/or notifies the Client that the Consultant is unable to attend for any reason.
- 6.5 If, for any reason, the Client does not require any Consultant to perform Services during any termination notice period the Client shall, nevertheless, pay Harnham as though the Consultant was providing Services for 40 hours per week for the duration of the notice period. Termination of this Agreement shall be without prejudice to the rights of either party arising prior to termination.
- 6.6 The Client shall notify Harnham without delay if it has any concerns about a Consultant's suitability, performance or conduct. The parties will then each use reasonable endeavours to agree a reasonable intervention plan in order to support the Consultant to improve their performance. Both parties shall be responsible for ensuring that the Consultant is given every opportunity to improve and every tool and support (including additional training, mentoring and/or coaching, a buddy and/or reasonable redeployment into another role) to do so.
- 6.7 If a Consultant is alleged to have committed an act of gross misconduct the Client shall notify Harnham immediately, without delay so that the parties can conduct an investigation into the allegation(s). If, having carried out appropriate and legal investigation a Consultant is found to

have committed an act of gross misconduct the Client shall be entitled to terminate the relevant Deployment on 5 Business Days' written notice to Harnham.

6.8 Any delay by Harnham in exercising its rights to terminate shall not constitute a waiver of those rights.

7. **Insurance**

7.1 Each party shall at its own cost be responsible for taking out and maintaining insurance to cover its liabilities under this Agreement.

Appendix to Schedule 1

SOW – Deployment T&M

SOW Reference: [●]

This SOW is for use when deploying the services of Consultants on a T&M basis and is issued subject to the terms of the Framework Agreement and the additional terms set out in Schedule 1.

1. Deployment details

Purchase Order number: [●]

"Services" *[insert description of the services the Consultant will be required to perform]*

"Manager":

"Commencement Date" [●].

"End Date" [●].

"Deployment" period [●]

"Charge Rate" [£● per day]. After [insert number] months this will increase to [£] per day.

"Rate Card" [add details if relevant]

Harnham shall be entitled to invoice for the Charges on a monthly basis

"Expenses"

"Extended Hire Period" [insert number] months

"Absence Entitlement"

"Normal Working Hours" [●] hours per [Business Day/week].

"Location"(s) at which Services to be performed: [●]

"Territory": UK only.

"Transfer Fee":

Graduate Consultant:

Length of Deployment period	Fee
0-12 months	200 days at the daily Charge Rate
12-18 months	100 days at the daily Charge Rate
18-24 months	50 days at the daily Charge Rate
24+ months	No fee

Non-Graduate Consultants: 50 days at the daily Charge Rate

2. The Consultant

Name: [●]

"Opt Out" The Consultant [has] [has not]* opted out of the Conduct Regulations. [* delete as appropriate]

3. Additional provisions

[●][To be inserted, if any. E.g. any SOW -specific requirements such as uniforms, equipment, access, other forms to be signed by the Consultant, etc.]

Schedule 2

Deliverables

1. Provision of the Services

- 1.1 Harnham shall commence performance of the Services on the relevant Commencement Date and shall perform the Services and deliver the Deliverables as set out in the SOW.
- 1.2 Harnham shall allocate sufficient resources (including Personnel) to the Services to ensure it is able to comply with its obligations under this Agreement.

2. Milestones

- 2.1 Harnham shall use reasonable endeavours to work towards meeting any Milestone(s) specified in a SOW by the relevant Milestone Date.

3. The Client's Obligations

- 3.1 The Client shall not and shall not seek to control, supervise or direct Company Personnel in relation to how they perform the Services.

4. Termination

- 4.1 Harnham shall be entitled terminate any SOW with immediate effect by written notice to the Client if:
 - (a) it has grounds to believe that the circumstances under which the Services are provided and/or the nature of the SOW have changed such that the Client does, or intends to, supervise, direct or control the manner in which the Services are performed by Harnham Personnel; and/or
 - (b) the scope of Services has materially changed and, notwithstanding a request by Harnham to agree a Change in accordance with clause 8 of the Framework Agreement, the Client is unwilling to agree such Change.

5. Business protection and transfer fees

- 5.1 (a) **"Deemed Introduction"** will occur where the Client, any member of the Client Group Company or any client of the Client with whom a Consultant had material contact within the 6 months prior to any engagement (whether direct or indirect) of that Consultant by such client (a **"Client Contact"**), or any third party (including any client of the Client or any employment business or other person) to whom the Client introduces that Consultant (a **"Client Third Party Contact"**), directly or indirectly:
 - (i) employs or otherwise engages that Consultant to carry out the Services or services similar to or related to the Services; or
 - (ii) otherwise makes arrangements so that the Consultant provides services which are similar, identical or related to the Services for either the Client, any Client Group Company, a Client Contact or a Client Third Party Contact.
- (b) **"Engagement"** means the Client's direct or indirect (via any person other than any Harnham Group Company) engagement or employment of any Consultant or any other arrangement (other than one involving supply by any Harnham Group Company) under which any Consultant provides services to the Client or any member of the Client's Group or an End User; and **"Engage"** and **"Engaged"** shall be construed accordingly.

- (c) **"Non-Assigned Personnel"** means any Company Personnel who have been Introduced to the Client but who have not been assigned to a SOW or otherwise started performing Services under a SOW.
- (c) **"Restricted Period"** means the period during and within 6 calendar months from the date on which the relevant Consultant(s) last worked on the Services with Harnham for the Client.
- (d) **"Transfer Fee":**

Graduate Consultant:

Length of Deployment period	Fee
0-12 months	200 days at the daily Charge Rate
12-18 months	100 days at the daily Charge Rate
18-24 months	50 days at the daily Charge Rate
24+ months	No fee

Non-Graduate Consultants: 50 days at the daily Charge Rate

- 5.2 If a Deemed Introduction occurs within the Restricted Period the Client shall as consideration for the Deemed Introduction pay a Transfer Fee. The parties agree that that sum, paid by way of liquidated damages, would represent a fair estimate of the cost of recruiting a suitable replacement for that Consultant.
- 5.3 If the Client or any End User Engages any Non-Assigned Personnel within 12 months of Harnham having Introduced such Personnel to the Client (or the Client having Introduced such Personnel to an End User) the Client shall pay to Harnham a Transfer Fee and no refund of the Transfer Fee shall be payable if such employment, engagement or arrangement terminates.

6. **Increases to the Charges**

- 6.1 Harnham reserves the right, by giving written notice to the Client at any time, to increase the Charges to reflect any increase in the cost to Harnham which is due to any factor beyond the control of Harnham such as without limitation:
 - (a) changes in applicable laws, any foreign exchange fluctuation, currency regulation, increased fuel charges, alteration of duties, significant increase in the direct or indirect costs of labour, failure by the Client to perform any of its obligations); and/or
 - (b) any change in the Services which is requested by the Client, or any delay caused by any incorrect or misleading or negligent instructions of the Client or failure of the Client to give Harnham adequate and accurate information or instructions.
- 6.2 The Charges shall in any event be increased on each anniversary of the Services Commencement Date by a percentage not exceeding the percentage increase in the Retail Prices Index over the preceding twelve month period.
- 6.3 If prior to any anniversary of the Commencement Date, the Retail Prices Index has not been published and is unlikely to be published in the foreseeable future, then any replacement Retail Prices Index published by the Office of National Statistics will be binding on the parties, or in its absence the parties shall meet in an endeavour to agree upon an appropriate amendment to or

replacement of the Retail Prices Index, and if within 3 months, no such agreement has been reached then, at the request of either party the matter shall be resolved in accordance with clause 32 of the Framework Agreement.

Appendix to Schedule 2

SOW: Deliverables

Statement of Work reference:

Purchase Order reference:

It is agreed as follows:

1. This Statement of Work is a stand-alone agreement which incorporates the terms of Schedule 2 of the Framework Agreement.
2. Each party represents to the other that it has full power and authority to enter into this Statement of Work.
3. Any terms with capitalised letters in this Statement of Work shall have the meaning given to them in the Framework Agreement as varied or supplemented by any meaning given to them in this SOW.
4. Any changes to scope or timescales shall be agreed in writing by the parties by way of a Change Order in the form set out in Schedule 4. Pending completion of a Change Order Harnham shall be entitled to charge for Out of Scope Work on a time spent basis in accordance with the rates set out below.
5. Harnham shall provide the following Services to Client in the Territory:

Client	[•]
Scope of Services	<i>[insert description of the scope of the Services and set out any scoped deliverables]</i>
Out of Scope Services	Any services which are provided in addition to those specified above shall be Out of Scope Services. For the avoidance of doubt Out of Scope Services shall include: <i>[insert details]</i>. Out of Scope Services shall be charged for according to the charges set out in the Rate Card.
Commencement Date	[•]

Term	
Deliverables	[•]
Estimated Delivery Date	[•]
Charges	[•]
Invoicing	<i>[insert details of when Charges can be invoiced. Ideally this should be dependent on having delivered a Deliverable or Milestone]</i>
Currency	
Minimum Fee	
Milestones and Milestone Dates	[•]
Longstop Date	[•]
Project Plan and Harnham Responsibilities	[•] <i>[insert details of any service levels agreed]</i>
Client Dependencies (in addition to those set out in the Framework Agreement)	[•]
Any terms to take precedence over the provisions of the Framework Agreement (with express reference to the relevant provision of the Framework Agreement)	[The terms of this SOW]
Review meetings	Weekly meetings with Client to discuss whether milestones are being achieved.
Issues to be discussed	
Confidential Information (if any in addition to the general confidential information described in the Framework Agreement)	[•]
Consultants (if any to be named)	[•]
Resources breakdown	<i>[insert details of resources needed to deliver the scope of work and upon which costs the Charges and Minimum Fee are based]</i>
Territory	UK only
Delivery Location (to the extent any visits to Client will be required, it being accepted	[•]

that the Services will in large part and in some cases entirely be performed remotely)	
Special terms re insurance	[•]
Additional terms	[•]

6. Rate Card

Unless otherwise agreed in the Statement of Work the following rates shall apply to the Services provided by Harnham pursuant to this Agreement, including for Out of Scope Services and any stand-by costs (under clause 7 of the Framework Agreement) of Harnham following delays resulting from any failure by the Client to perform the Client Dependencies:

Consultant

Managing Consultant

Senior Managing Consultant

Director

Associate Partner

Partner

Managing Partner

This **Statement of Work** has been duly executed by the parties.

Signed for and on behalf of Harnham

Signature:

Print name:

Title:

Date:

Signed for and on behalf of Client

Signature:

Print name:

Title:

Date:

Schedule 3

(Data protection and security)

1. The terms "data controller", "data processor", "data subject", "personal data", "process", "processing", "transfer" and "appropriate technical and organisational measures" shall be interpreted in accordance with the applicable Data Protection Legislation. "Client Personal data" shall mean any personal data in relation to which the Client or any End User is data controller.
2. The parties shall comply with the provisions and obligations imposed on them by the Data Protection Legislation at all times when processing personal data in connection with this Agreement.
3. Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Legislation, and shall make such information available to any DP Regulator on request.
4. The parties acknowledge and agree that Harnham and Personnel are likely to process Client personal data in the course of providing the Services and developing Deliverables. As such and to the extent Harnham receives from, or processes any personal data on behalf of the Client, Harnham shall (and shall procure that Harnham Personnel shall) in relation to any such personal data so received or processed:
 - (a) process such personal data (i) only in accordance with the relevant data controller's written instructions from time to time (including those set out in this Agreement), unless it is otherwise required by applicable law (in which case, unless such law prohibits such notification on important grounds of public interest, Harnham shall notify the Client of the relevant legal requirement before processing the personal data) and (ii) only for the duration of this Agreement;
 - (b) not process such personal data for any purpose other than expressly authorised by the relevant data controller;
 - (c) take reasonable steps to ensure the reliability of all its personnel who have access to such personal data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such personal data;
 - (d) implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such personal data, including protecting such personal data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
 - (e) not transfer, access or process such personal data outside the UK or the European Economic Area without the prior written consent of the relevant data controller (and, if the relevant data controller so consents, take such steps as are required by the relevant data controller to ensure that the relevant transfer, access or processing complies with the Data Protection Legislation);
 - (f) inform the relevant data controller within 24 hours if any such personal data is (while within Harnham's or its Consultant's possession or control) subject to a personal data breach (as defined in Article 4 of GDPR) or is lost or destroyed or becomes damaged, corrupted or unusable;
 - (g) only appoint a third party (including any subcontractors) to process such personal data with the prior written consent of the relevant data controller, and notwithstanding any such appointment Harnham shall be liable for the acts and omissions of any such third party as if they were the acts and omissions of Harnham;

- (h) not disclose any personal data to any data subject or to a third party other than at the written request of the relevant data controller or as expressly provided for in this Agreement;
 - (i) as the relevant data controller so directs, return or irretrievably delete all personal data on termination or expiry of this Agreement, and not make any further use of such personal data (except to the extent applicable law requires continued storage of the personal data by Harnham and Harnham has notified the other party accordingly, in which case the provisions of this paragraph 4(i) shall continue to apply to such personal data);
 - (A) provide to the relevant data controller and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this paragraph 4(i) and/or the Data Protection Legislation;
 - (B) permit the relevant data controller's representatives to access any relevant premises, personnel or records of Harnham on reasonable notice to audit and otherwise verify compliance with this Schedule 3 (*Data protection and security*);
 - (j) take such steps as are reasonably required to assist the relevant data controller in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;
 - (k) notify the relevant data controller within two (2) Business Days if it receives a request from a data subject to exercise its rights under the Data Protection Legislation in relation to that person's personal data; and
 - (l) provide the relevant data controller with its full co-operation and assistance in relation to any request made by a data subject to exercise its rights under the Data Protection Legislation in relation to that person's personal data.
5. To the extent that Harnham (or its Company Personnel) process Personal Data on behalf of the Client, Harnham shall ensure that all such Company Personnel shall enter into legally binding data processing obligations which reflect the obligations set out in paragraph 4 of this Schedule 3 (*Data protection and security*).
 6. If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data by the other party or to either party's compliance with the Data Protection Legislation, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
 7. Each party shall without undue delay (and in any event within 24 hours) after discovering any Security Breach notify the other of the same (including full details of the Security Breach and its consequences, to the extent known) and will co-operate with the other and, where applicable, with the Client in respect of the Security Breach. Unless required by any Data Protection Legislation not make any notifications to any applicable regulator or data subjects about the Security Breach without the data controller's prior written consent (not to be unreasonably withheld or delayed).
 8. Harnham warrants and undertakes to the Client that:
 - (a) it has the right to transfer personal data relating to each Consultant to the Client, for use by the Client for purposes connected with the supply of the Service under this Agreement, and that it has either:
 - (i) obtained written consent from each key Consultant to such processing; or

- (ii) secured another legal data processing ground, in accordance with applicable Data Protection Legislation, to share the Consultants' personal data with the Client;
 - (b) Consultants have been notified of the Client's fair processing information as set out at [\[add link to Client's privacy policy\]](#) (as updated from time to time) and that it will direct Consultants to any other fair processing information as required by the Client from time to time.
9. Harnham shall (and shall procure that Consultants shall) do nothing to place the Client in breach of Data Protection Legislation.
10. Harnham acknowledges and agrees that where it (including any Consultant) processes Client Data (including any personal data in respect of which the End User is data controller), the Client's data processing policies or the relevant End User's shall apply to such processing.

Schedule 4

(Change Order)

Reference:	
Statement of Work reference:	
Change Order number:	
Title of change:	
Originator:	
Originator name and email address:	
Reason for change (for information purposes only)	
Description of change:	<i>[Describe: (a) what the change actually is i.e. what is changing from the existing scope; (b) what work will be performed so as to effect the change; (c) what the changed scope will look like.]</i>
Deliverables resulting from: (a) the work to effect the change; and (b) the changed scope:	
Charges relating to the change:	<i>[Specify: (a) the charges relating to the implementation of the change; and (b) the charges that will apply to the changed goods or services, if these have altered as a result of the change.]</i>
Timetable and milestones:	<i>[Describe the timescales for implementing the change, together with any individual milestone dates that needs to be achieved.]</i>
[Change to the Service Levels:] [Change to the Services, as appropriate:] [Change to the Project Plan or other timetable:]	
Other affected elements of this Agreement:	
This Change Order Number [●] shall be read in conjunction with the Agreement and the relevant Statement of Work, all terms and conditions of which shall continue to have full force and effect, except to the extent as expressly altered (by reference to the affected clause or paragraph number) by this Change Order.	

Signed for and on behalf of Client

Signature:

Print name:

Title:

Date:

Signed for and on behalf of Harnham

Signature:

Print name:

Title:

Date: