



And

[INSERT CLIENT LEGAL ENTITY NAME]

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is dated <insert> (“Effective Date”)

MADE BETWEEN

1. **Imprint Consulting Limited** trading as **Org**, having company registration number 04106624 with its registered office at 15 Fetter Lane, London, EC4A 1BW, including branch offices and affiliated companies or associated bodies corporate (collectively referred to as “Org”);

AND

2. **[Insert Client Legal Entity Name]** having company registration number <insert> with its registered offices located is <insert> (herein after referred to as “Client”);

“Party” or “Parties” shall mean the parties to this agreement singularly or collectively as applicable.

Recitals

WHEREAS Org is in the business of providing consultancy services and staff augmentation.

WHEREAS Client has identified a requirement for certain Services of Org from time to time as set out in the relevant executed Statement of Work.

WHEREAS, Client wishes to appoint Org to provide the Services as set out in the relevant Statement of Work and Org hereby agrees to render at the request of the Client such Services as may be required by the Client and, on the terms and conditions contained herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 The rules of interpretation and following definitions in this clause apply in this Agreement (unless context requires otherwise):

“Affiliate”	means any person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, another person, A person shall be deemed to control another person for the purposes of this definition if the first person possesses, directly or indirectly, the power to appoint a majority of the directors of the second person, or to otherwise direct or cause the direction of the management, policies or powers of the second person, whether through the ownership of voting securities, by appointment of directors, by contract or otherwise.
“Agreement”	means this master services agreement between Org and Client including all attachments to it and shall supersede all prior oral or written agreements, representations, arrangements or understandings between the parties.
“Applicable Law”	means the laws of England and Wales and any other laws or regulations, statutes, bylaws, regulatory policies, standards or industry codes which apply to the provision of any of the Services.
“Business Day”	means a day (other than a Saturday or Sunday) on which banks in England are generally open for business.
“Change Request”	means a formal request for a change to the Agreement or Services in the signed Statement of Work as detailed in clause 6.
“Confidential Information”	means with respect to Client, Client’s information (in whatever form communicated or recorded) belonging or relating to that Client, its business affairs or activities which is not in the public domain and which Client has marked as confidential or proprietary, or has been described as confidential by Client to Org (orally or in writing), or due to its character or nature, a reasonable person in a like position to its recipient and under like circumstances would treat as confidential, and with respect to Org, includes but is not limited to: (a) any and all current and future product information, (b) the Services, Cloud Materials, and any improvements of the Service; (c) computer software (both object and source codes); (d) techniques, concepts, methods, processes, designs, and program interfaces embodied in or relating to the Service and Cloud

Materials; (e) all system security and system architecture design relating to the Service and any other information which Org has marked as confidential or proprietary, or has been described as confidential by Org to Client (whether in written, oral, electronic, portal-based, or other form), (with respect to both parties collectively “Confidential Information”).

“Client Data”	means all information and Personal Data stored by or accessible within the Client’s information infrastructure and all information provided by the Client to the Org that relates to the Client or customer of the Client and/or the Services arising from or in relation to performance of Org’s obligations under this Agreement or a SOW.
“Data Protection Law”	means all applicable laws relating to data protection and privacy as implemented in England and Wales, and any other applicable laws relating to the processing of personal data under this Agreement, and any amending or replacement legislation from time to time.
“Deliverables”	means the final work results or tangible work products, reports or documents provided to the Client pursuant to the Services.
“Fees”	means the charges for Services to be provided as calculated in accordance with the applicable Statement of Work.
“Intellectual Property Rights”	includes any patent, trade or other mark, registered design, topography right, copyright, database right or any other right in the nature of any of the foregoing (or application, or right to apply for, any of the foregoing), and trade or business name, invention, discovery, improvement, design, technique, confidential process or information or know how, in each case subsisting anywhere in the world and whether registered, unregistered or un-registerable, and any licence or right of user of any of the foregoing, and the full right to all legal protection relating to the same.
“Key Performance Indicator”	means a service level specified in the Statement of Work, or otherwise agreed in writing between the Parties, for a particular Service.
“Personal Data”	means all personal data as defined in the Data Protection Laws.
“Materials”	mean any programs, products, related systems, updates and improvements, portal access, applications, documents or materials related to the Services provided by Org or produced by Org or licenced by Org to Client, and any improvements, designs, contributions or derivative works thereto.
“Services”	means those services to be provided by Org for the Client from time to time pursuant to a SOW, including any and all functions and tasks which are incidental to and necessary for the proper performance and provision of the Services, all documents and other material provided, to be provided, or typically delivered, in the course of providing the Services or as otherwise agreed to in writing by the Client.
“Statement of Work” or “SOW”	means a transactional document that is entered into from time to time and executed pursuant to this Agreement by and between Org and Client which contains a written description of the Services which are purchased by Client from Org, and Org’s obligations in relation to the provision of such Services and which forms an integral part of this Agreement including its Annexures, Appendixes and other documents included by reference.
“Term”	means the term of this Agreement specified in Clause 4.

- 1.2. Words importing the singular include the plural and vice versa.
- 1.3. Reference to any statute, statutory provision or statutory instrument includes reference to all rules and regulations from time to time amended, consolidated or re-enacted.

2. STRUCTURE AND ORDER OF PRECEDENCE

- 2.1 This Agreement and the relevant SOW set out the terms and conditions governing the provision of Services by Org.
- 2.2 This Agreement sets out the terms and conditions for the provision of Services by Org to the Client and shall govern the overall relationship of the parties as the framework. This Agreement incorporates any subsequently signed SOWs, as applicable.
- 2.2 In the event of an inconsistency between the Agreement and the SOW, the order of precedence is as follows with the first document having the highest precedence:
 - 2.2.1 The relevant SOW (to the extent the SOW is in conflict with the terms of this Agreement);
 - 2.2.2 Any appendices to, and any other documents attached or referred to in, the SOW;
 - 2.2.3 This Agreement.

3. APPOINTMENT

- 3.1 Except where provided otherwise in the SOW, Client hereby appoints Org to provide the Services as detailed in the applicable SOW and Org hereby accepts such appointment. Org shall retain the right to perform services for others during the term of this Agreement.
- 3.2 The Parties are independent contracting parties under this Agreement. Nothing in the Agreement shall be construed as creating a relationship of employment, partnership or joint venture between the Parties.

4. TERM

- 4.1 The Term of this Agreement commences on Effective Date and continues for a period of 12 months unless:
 - 4.1.1 it is extended in writing by agreement of both Parties; or
 - 4.1.2 it is terminated pursuant to clause 7.
- 4.2 Each SOW is an independent contract and continues until the parties' obligations are complete or the Parties' rights expire. The expiration of a SOW does not affect the continuation of this Agreement.

5. SCOPE OF SERVICES

- 5.1 Org shall provide to the Client the Services as detailed in the relevant signed SOW incorporated hereto, (collectively, the "Services").
- 5.2 If the Parties desire to include additional Services or expand the scope of Services under this Agreement, such services shall ordinarily be set forth by way of Change Request. Should additional Services or scope be significantly different the Parties may agree to enter a new SOW in relation to the provision of such services which shall be included and attached hereto to this Agreement.
- 5.3 Org shall perform the Services in accordance with:
 - 5.3.1 This Agreement;
 - 5.3.2 All Applicable Law;
 - 5.3.3 Best practice and using the highest standards of skill, care and quality; and
 - 5.3.4 Org shall use its own discretion in performing the Services, subject to general direction by the Client and compliance with Client policies, applicable law and in accordance with this Agreement and SOW.

6. CHANGE CONTROL

- 6.1 Material changes to any terms or schedules of this Agreement or SOW will be mutually reviewed and agreed by both parties by way of a Change Request. The following change procedure shall be followed:
 - 6.1.1 Either Org or Client may submit a written Change Request in the form of Appendix A to the other party;
 - 6.1.2 A Change Request will describe the intended change, the rationale for the change, the anticipated impact on Term, and the impact on Fees.
 - 6.1.3 Both Org and Client will review the Change Request and within fifteen (15) days of receipt both parties shall meet and either approve or reject or may take a decision that further investigation is required. The investigation will determine the effect that the implementation of the Change Request will have on compensation, schedule and other terms and conditions of the Agreement.
 - 6.1.4 A written Change Request must be signed by both Org and Client to be valid.

7. TERMINATION

- 7.1 Either party may terminate the Agreement or any SOW with thirty (30) days prior written notice to the other.
- 7.2 Either party may, to the extent permitted by law and without liability, terminate any SOW or this Agreement with immediate effect if at any time:
 - 7.2.1 there is a material breach by the other party, if such breach continues uncured for a period of ten (10) business days after written notice of breach; or
 - 7.2.2 either party makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order in made or an administrator or receiver is appointed; or
 - 7.2.3 either party files a petition in bankruptcy.
- 7.3 The expiration or termination of this Agreement does not affect the continuation of an existing SOW, however no new SOW shall be entered into by the Parties. Nothing restricts the parties from mutually agreeing to extend the term of an existing SOW even if this Agreement is terminated early or has expired.
- 7.4 Upon the expiration or termination of this Agreement for any reason, Client shall pay Org within thirty (30) days, following receipt of a valid and correct invoice, all fees due and owing up to the date of expiration or termination notice for Services rendered. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 7.5 The following provisions will survive termination of this Agreement: clause 1 (Interpretation), clause 4 (Term), clause 7 (Termination), clause 9 (Fees), clause 14 (Confidentiality), clause 15 (Intellectual Property Rights), clause 16 (Indemnity and Liability), clause 18 (Data Protection), clause 21 (Escalation Procedure), clause 22 (Governing Law).

8. ENGAGEMENT

- 8.1 For each SOW, each Party will designate a project manager to serve as the main contact between the Parties. The scope and specific conduct of Services must be coordinated with Org's project manager at all times.
- 8.2 Work to be carried out by Org pursuant to this Agreement shall be jointly agreed between the Parties and shall be set out in the relevant SOW.
- 8.3 Except where it is expressly stated that this clause shall not apply, all fee indications or indications of anticipated time given in any SOW or otherwise shall be estimates only and shall not be binding on Org.
- 8.4 Deviation from project brief or requirements by the Client will impact any quote stated in the SOW and Client shall be responsible to pay if in excess of amount quoted.
- 8.5 Org shall be entitled to assign or re-assign such resources as it considers appropriate in order to perform any Services.
- 8.6 Where the project is impacted due to factors, events or resources outside of the control of Org, Org may restate the scope of work in the SOW and shall communicate this to the Client promptly. Where delivery of a piece of work is reliant on the Client, Org shall not liable for any delays that may be caused by the Client.
- 8.7 Org shall ordinarily provide its own equipment for the delivery of services, except to the extent stated otherwise by the Client for security and confidentiality reasons only.

9. FEES

- 9.1 Services will be provided on one of the following bases, which shall be specified in the applicable SOW.
 - 9.1.1 Time and Materials (T&M) fee basis.
 - 9.1.2 Capped T&M over a specified period. Where the service budget is agreed over a specified time period. Beyond that period, the budget reverts to standard T&M.
 - 9.1.3 Fixed Price, applying a set budget to a fixed scope, time frame and stated assumptions & conditions. Any change in scope, conditions or factors impacting the work will be managed through the agreed change control procedure.
 - 9.1.4 A type of fee basis as specified in the applicable SOW.
- 9.2 Where T&M charges apply, charges will be calculated at hourly or daily rates as stated in the SOW, applying to work carried out on Business Days excluding public holidays in England and Wales.

- 9.3 Org shall be entitled to charge for the cost of any materials used in the provision of Services, where applicable. Travel, subsistence and other reasonable expenses incurred by Org in the course of providing Services will be charged at cost, or as agreed in the SOW.

10. INVOICE AND PAYMENT TERMS

- 10.1 Invoices shall be submitted in one of the following ways, as specified in the applicable SOW:
- 10.1.1 Monthly basis, at the end of each month for work done during that month;
 - 10.1.2 At lessor intervals, or at the end of a piece of work where the work is less than one month in elapsed time;
 - 10.1.3 Drawdown in advance, where a number of budget days is specified to be available for scheduling over a set period of time.
- 10.2 All invoices shall:
- 10.2.1 be submitted electronically and paid in GBP unless the services are provided in a jurisdiction that has a different currency, and in such case the invoices shall be submitted in the relevant local currency;
 - 10.2.2 be submitted to <[insert Client email]>;
 - 10.2.3 be paid within thirty (30) days of receipt of an invoice from Org;
 - 10.2.4 be paid by electronic funds to such bank account as Org may specify in writing to the Client;
 - 10.2.5 be exclusive of value added taxes, goods and services tax, consumption tax, and other similar taxes whether local, national or otherwise (collectively "VAT") and any VAT payable in respect of the Fees shall be payable in addition to such sums;
 - 10.2.6 not be reduced by any right of set-off whether in connection with this Agreement or otherwise; and
 - 10.2.7 be free of all withholdings of whatsoever nature except to the extent required by law, and if so required, the Client shall pay to Org any additional amount required so that the Fee is the same amount were withholding not applied.
- 10.3 The Parties agree that, in respect of any Fees not paid by the due date, late payment interest will be calculated at the then prevailing interest rate. All such interest shall accrue from day to day and shall be compounded quarterly.
- 10.4 In the event of a payment dispute, any undisputed amounts shall be settled by Client within the payment terms referenced in this clause 10.
- 10.5 If the Client operates a purchase order system or similar as part of its procurement or payment process the Client shall outline to Org any and all such data that the Client may require to facilitate the processing of payment to Org no later than Effective Date. Failure by the Client to provide such data to Org shall not relieve the Client of its obligation to pay all amounts payable to Org in relation to this Agreement or applicable SOW or permit the Client to delay the processing or making of, any such payments to Org.
- 10.6 Org reserves the right to provide Services in instalments and to render a separate invoice in respect of each such instalment. If Org exercises its right to provide Services in instalments, then any delay in the provision of such Services, or failure to provide any further instalment or instalments, shall not entitle the Client to reject this Agreement or the provision of any other instalment or to withhold payment in respect of any instalment previously provided.

11. PROTECTION OF PARTY'S INVESTMENT

- 11.1 For the purpose of protecting the investment of Org in providing the Services, Client agrees that it shall not, either on its own account or in association with any other person or entity, employ or otherwise engage any employee, subcontractor or resource of Org during the Term of this Agreement and for a period of twelve months after termination.
- 11.2 In the event Client breaches this clause, the exact amount of losses incurred by Org will be difficult to ascertain. Therefore, the parties agree that Org shall be able to recover the following damages from the Client: - the greater of fifty thousand GBP (£50,000.00) or 100% of the last annual compensation of such personnel, subcontractor or resource as calculated at the date of termination.
- 11.3 The Parties expressly agree that this amount is not a penalty but is a reasonable estimate of the damages that would result from any breach.

12. WARRANTIES

- 12.1 Org warrants it will use best efforts to ensure the Services are provided in a professional and workmanlike manner, subject to the Client's compliance with its obligations under this Agreement. Org do not warrant that the results of any Service will meet any particular requirements of the Clients.
- 12.2 Except as set out in this clause 12, all other warranties or conditions, whether express or implied (by statute or otherwise) are hereby excluded to the fullest extent permitted by law.

13 CLIENT OBLIGATIONS

- 13.1 The Client undertakes to work with and co-operate in good faith with Org to enable the efficient provision of Services under this Agreement.
- 13.2 The Client shall ensure the terms in the SOW and any information it provides in the project brief and requirements are complete and accurate.
- 13.3 The Client shall comply with all obligations, duties and regulations (whether statutory or otherwise and without prejudice to the generality of the foregoing those related to health and safety, place, nature or system of work) in any way arising from or directly or indirectly connected with the Services to be provided. The Client shall be responsible for ensuring appropriate Client Policies (including but not limited to security of information, data handling, confidentiality, health and safety, ethical codes of conduct and site regulations), training and data protection undertakings are signed by each resource supplied by Org to work on the Client site.
- 13.4 The resources, supplied by Org, will independently carry out its tasks but nothing in this Agreement shall prevent the Client from providing reasonable instructions to require adherence to Client Policies such as health and safety and data handling while onsite.
- 13.5 Client agrees to accept flexibility in the way Org divides its time between the Client's site and Org's own office.
- 13.6 The Client shall (and shall, where applicable, procure that its personnel shall):
 - 13.6.1 Timely pay Fees as they become due;
 - 13.6.2 Comply with the terms and conditions of this Agreement and applicable SOW;
 - 13.6.3 Allow adequate notice to agree on any subsequent SOW terms and conditions;
 - 13.6.4 Provide Org onsite access as necessary for performance of the Services and ensure it complies with work health and safety applicable laws;
 - 13.6.5 Make available to Org all relevant information, system access and equipment to enable Org to provide the Services including but not limited to privacy notices and policies;
 - 13.6.6 Obtain and maintain all necessary licenses and consents and comply with all relevant legislation in relation to the Services;
 - 13.6.7 Ensure that nothing is required of Org that is in breach of any applicable laws or infringe on any rights of any person.

14 CONFIDENTIALITY

- 14.1 Neither Party shall disclose Confidential Information to a third party or publish Confidential Information except in accordance with the terms of this Agreement.
- 14.2 Each Party may not disclose Confidential Information to any third party except those whose access is necessary to perform obligations or exercise its rights herein and, on the condition, that if Confidential Information is shared with any third party such subcontractors are informed of the nature of such Confidential Information.
- 14.3 Each Party shall establish and maintain technical, operational and security measures to keep all Confidential Information strictly confidential with at least a reasonable degree of care.
- 14.4 Each Party shall promptly notify the other party of any unauthorized use or disclosure of any Confidential Information.
- 14.5 All Confidential Information shall remain the property of the disclosing Party. Neither Party acquires any intellectual property rights as a result of any disclosure of Confidential Information.
- 14.6 Except where legislation prevents the following for statutory obligations, where the disclosing party provides a written request within thirty (30) days of termination of this Agreement for any reason the receiving Party shall return any Confidential Information in the format as reasonably requested, or at the disclosing Party's option, destroy any Confidential Information in the control of receiving Party. The minimum requirements in relation to the destruction of Confidential Information are that such data reduced to paper form will be shredded and electronic information securely and permanently obliterated provided that the receiving Party shall not be under any obligation to return, destroy or erase any Confidential Information that is stored in any electronic archiving or back-up system.

- 14.7 The above restrictions on the use or disclosure of Confidential Information shall not apply to any Confidential Information that:
 - 14.7.1 Was, at the time of receipt by the receiving Party, in the public domain;
 - 14.7.2 Has, after receipt by the receiving Party, entered the public domain through no act or omission of the receiving Party; or
 - 14.7.3 Is required to be disclosed by law or by any court or order of any governmental or regulatory authority and in which case, the receiving party shall promptly notify the disclosing party of such requirement and shall assist any decision to oppose such disclosure.
- 14.8 The Parties acknowledge that damages will not be an adequate remedy for breach of the obligations and restrictions set out in clause 14 and shall be entitled to seek remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this clause 14.
- 14.9 The obligations set forth in this clause shall survive the termination of this Agreement.

15 INTELLECTUAL PROPERTY RIGHTS

- 15.1 All intellectual property rights existing prior to the Effective Date shall belong to the Party that owned such rights immediately prior to such date ("Background IPRs"). For the avoidance of doubt, Org retain ownership of the methodology of any Deliverable provided.
- 15.2 All Deliverables specifically commissioned of Org in the course of the provision of the Services shall vest in the Client upon delivery.
- 15.3 Org will not be prevented or restricted by this Agreement from developing or using any ideas, concepts, information or know-how relating to methods or processes of general application including those in the field of information technology and business analysis and digital solutions.
- 15.4 Each Party shall promptly give notice in writing if it becomes aware of any claim that any license, Background IPRs or Deliverables or use of the Services infringes the rights of any third party.
- 15.5 Each Party shall notify the other Party without delay of any claims arising in connection with this Agreement.
- 15.6 Each Party shall indemnify the other party for any costs, losses or liabilities arising from any third party claim for infringement of that third party's intellectual property rights resulting from its authorized use pursuant hereto of Background IPRs of the other Party, and/or as a result of breach by the other Party of this clause 12 and in the case of the Client and any third party claim for infringement of third party's intellectual property rights arising from Client's use of the Services and/or Deliverables as contemplated by this Agreement.
- 15.7 In relation to any such third party claim made against the Client, Org's obligation to indemnify is subject to the Client: (i) not admitting liability or taking any action which may prejudice defense of the claim; (ii) not admitting or settling the claim without Org's prior written consent; (iii) giving Org all reasonable assistance to contest or defend the claim; and (iv) mitigating its losses.
- 15.8 Org shall have no obligations under clause 12.6 for any infringement or misappropriation to the extent that it arises out of or is based upon (i) use of Services for purposes outside the scope of the license granted to the Client; (ii) Client's failure to use the Services in accordance with this Agreement and/or all Schedules incorporated herein, or (iii) any modification of the Services by the Client not made or authorized in writing by Org.
- 15.9 The obligations set forth in this clause shall survive the termination of this Agreement.

16 INDEMNITY AND LIMITATION OF LIABILITY

- 16.1 Nothing in this Agreement or any SOW shall exclude or limit either Party's liability for:
 - 16.1.1 Fraud or fraudulent misrepresentation;
 - 16.1.2 death or personal injury caused by that Party's negligence;
 - 16.1.3 in respect of any other liability which cannot be lawfully limited or excluded.
- 16.2 Subject to clause 16.3, the total aggregate liability of each Party arising out of or in any way related to this Agreement or any SOW is limited to two times the aggregate amount paid or payable by Client to Org for Services during the Twelve (12) month period before the event giving rise to the liability.
- 16.3 In no event shall either Party be liable for any loss of profits, revenue or product use, indirect, incidental, special, punitive, or consequential damages of any kind, incurred by the other party or a third party relating to use of or inability to use the Services, or whether arising in Tort (including negligence), contract, or otherwise.

17 INSURANCE

- 17.1 Each Party shall affect at their own cost and maintain at all times during the Term of this Agreement those insurance policies required by law and in such amounts and covering the risks, claims and liabilities arising from or in connection with the performance of Services under this Agreement.
- 17.2 Each Party shall supply the other with reasonable evidence of its compliance with its obligations under this clause 17 upon written request.

18 DATA PROTECTION

- 18.1 Each Party shall comply with its respective obligations under applicable Data Protection Laws, in particular its obligations with regard to the handling and storage of the information, and shall ensure that its employees, agents and subcontractors do the same.
- 18.2 Each Party where dealing with Personal Data as data controller shall only use such Personal Data for the provision and receipt of Services in accordance of this Agreement.
- 18.3 Where Org acts as data processor and Client is data controller under a relevant SOW, the Parties shall identify the capacity on a case by case basis and append any further documentation as may be required to the SOW to cover such processing.
- 18.4 Each Party shall have appropriate technical and organization measures in place to protect Personal Data against accidental loss, destruction or damage.
- 18.5 Each Party shall provide to the other Party any such assistance as is reasonably required in the discharge of its obligations under applicable Data Protection Laws, including responding to requests from data subjects, authorities and demonstrating compliance.
- 18.6 Upon termination of this Agreement or SOW, to the extent that Org acts as a data processor it shall cease to use such data and upon written request from the Client, it shall arrange for the prompt and safe return of such data to the Client. Nothing in this clause shall prevent Org from retaining a copy of data for statutory compliance and to defend legal claims.
- 18.7 To the extent that Org may have access to information or Personal Data in a Client System, the Client remains responsible for having appropriate security and procedures in place for the protection of such data. Org shall comply with Client data handling policies, as notified by the Client in writing.

19 REPORTING AND AUDITING

- 19.1 Org shall provide Client with a written progress report at intervals and in a form agreed with the Client but including as a minimum detail of the time spent during the reporting period, progress against the SOW plan and any material issues which are adversely impacting or are anticipated by Org to adversely impact the delivery of the Services as required under this Agreement and SOW.
- 19.2 Org shall maintain accurate and complete records and supporting documentation relating to the performance of its obligations under this Agreement and SOW and to all financial transactions relating to them for seven (7) years after expiry or earlier termination of the Agreement.
- 19.3 Client shall have a right, at reasonable times and on 30 days written notice, to perform audits and inspections of Org accounts, records and those of its personnel to verify Org compliance with this clause.

20 FORCE MAJEURE

- 20.1 Neither Party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any event beyond the reasonable control of such party (including, but not limited to any act of God, act of terrorism, fire, earthquake, natural disaster or act of government), provided that such event is not due to nor arises out of the negligence of the party seeking to be excused, and provided further that such party gives the other party written notice thereof promptly, and in any event, within five business days of discovery thereof, and thereafter uses its best efforts to cure or continue to perform obligations.
- 20.2 In the event that a force majeure event continues for an extended period equal to more than thirty days this Agreement shall automatically terminate.

21 ESCALATION PROCEDURE

- 21.1 A Party must, as soon as reasonably practicable, give the other Party notice of any dispute arising in respect of, or in connection with, this Agreement or SOW.
- 21.2 If any dispute arises out of the Agreement or SOW, the Parties will attempt to resolve it by finding mutually satisfactory solutions to any issues and/or disagreements that emerge.
- 21.3 However, should a dispute arise that cannot be resolved by the Org onsite coordinator then the following escalation process shall be followed. The issue shall be documented, with the implications of non-resolution clearly shown, and escalated as follows:

	For Org:	For Client:
Level 1 Representative:	<insert project manager>	
Level 2 Representative:	<_____>	

21.4 If any dispute cannot be resolved by the Level 1 Escalation Representative within a maximum of ten (10) Business Days after it has been referred under Clause 18.3, that dispute shall be referred to the Level 2 Escalation Representative for resolution.

22 GOVERNING LAW AND JURISDICTION

22.1 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and interpreted under England and Wales and the courts of England and Wales shall have exclusive jurisdiction in respect of this Agreement.

23. NOTICES

23.1 Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by fax, email or overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on and sent to the attention of as follows:

If to Org:

Derek O'Connell

Imprint Consulting Ltd trading as Org

15 Fetter Lane, London, EC4A 1BW

If to Client:

[]

23.2 Unless otherwise stated in this Agreement notices, consents or other communications will be deemed received (i) on the date delivered, if delivered personally or by wire transmission; (ii) on the next business day after mailing or deposit with an overnight air courier; or (iii) three business days after being sent, if sent by registered or certified mail.

24 ANTI-CORRUPTION

24.1 Org will comply with the Client's anti-corruption policies and all anti-corruption or bribery related legislation applicable to the jurisdiction in or from which the Services may be provided and the jurisdiction in and from which the Services are being received. Client shall notify such policies in writing to Org.

24.2 Org warrants that it has not offered any form of bribe, inducement or other incentive to Client in return for Client entering into this Agreement or for the provision of any other services.

1.1 24.3 Org will notify Client immediately upon becoming aware of any actual or potential breach of these provisions.

24.4 Client undertakes that it shall not, and shall ensure that all Client personnel shall not, solicit or accept any commission, gift or other financial benefit or inducement from any worker of Org, supplier or potential supplier to Org in relation to the Services.

24.5 The Client shall maintain in place throughout the Term its own policies and procedures containing adequate procedures under the UK Bribery Act 2010 to ensure compliance and will enforce them where appropriate.

25 MODERN SLAVERY AND HUMAN TRAFFICKING

25.1 Org shall and shall procure that its directors, employees, agents, representatives, contractors or subcontractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.

25.2 Org shall have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance.

26 GENERAL

26.1 **ASSIGNMENT:** Neither party may assign this Agreement, whether in whole or in part, without the prior written consent of other party; any such attempted assignment shall be invalid. Notwithstanding the foregoing, this Agreement shall be binding upon the successors, heirs and permitted assignees of the parties.

- 26.2 **ENTIRETY:** This Agreement and attached exhibits are the entire understanding and agreement between the parties with respect to the subject matter set forth herein. All prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated herein are superseded hereby. This Agreement may not be amended, modified, altered, supplemented or changed in any way except in writing, signed by the parties and attached hereto as an amendment.
- 26.3 **WAIVER:** Delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement or SOW shall not operate as a waiver of that right or remedy. The waiver of a right or breach in any instance shall not operate as a waiver of any other exercise or enforcement of that right or breach. No waiver in connection with this Agreement shall be effective unless it is in writing, refers expressly to this Clause, is duly signed on behalf of the Party granting it and is communicated to the other Party in accordance with Clause 23 (Notices).
- 26.4 **PREPARATION OF THIS AGREEMENT:** It is acknowledged that this Agreement was initially prepared by Org. However, both Parties have had an opportunity for legal review of all terms. Each Party shall pay its own costs associated or arising from the preparation, legal review and execution of this Agreement.
- 26.5 **SEVERABILITY:** If any covenant, undertaking or condition of this Agreement is found to be void or unenforceable at law, that covenant, undertaking or condition will not affect any other term of this Agreement and, as far as possible, will be read down to the extent required to make it enforceable. If necessary, the parties will, in good faith, negotiate a valid and enforceable replacement term to express their intention.
- 26.6 **NO CONFLICT OF INTEREST:** Both Parties must seek to avoid conflicts of interest. Any conflict of interest and/or potential conflict of interest must be identified and mitigated at the earliest reasonable opportunity. Circumstances which constitute or may give rise to a conflict of interest must be documented and advised to the other party, and must specify the procedures which will be followed, and measures which will be adopted, in order to manage such conflicts.
- 26.7 **REPRESENTATIONS:** Each of the Parties acknowledges and agrees that in entering into this Agreement and applicable SOW, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding of any person other than as expressly set out in this Agreement or SOW as a warranty. Nothing in this clause shall operate to limit or exclude liability for fraud.
- 26.8 **COUNTERPARTS:** This Agreement will be executed in two or more counterparts. Each one is valid, but all of which together shall constitute one and the same instrument.

AS WITNESS WHEREOF this Agreement has been entered into by the parties on the date set out at the beginning of this Agreement.

For CLIENT:

Signature:

Printed Name:

Position:

Date Signed:

For ORG:

Signature:

Printed Name:

Position:

Date Signed:

APPENDIX A

FORM OF CHANGE ORDER IN ACCORDANCE WITH AGREEMENT or SOW NUMBER: ____

This Change Order Number <insert number> whose effective date is <insert> ("Effective Date") is issued subject to and in accordance with all terms and conditions of the Agreement and the Statement of Work Number <insert> dated <insert>, as amended by and between <insert> ("*Client*") and **Imprint Consulting Limited trading as Org ("Org")** to which this Change Order is an attachment and any agreed changes shall be incorporated thereof.

Capitalized terms in this Change Order shall have the same meaning ascribed to them in the SOW and/or Agreement.

Org and Client agree to execute the changes described below for the amount specified below.

SOW Number	[fill as needed]
SOW Reference Name	[insert]
Description of Change	
Impact on Deliverables	
Impact on Completion Timeframe	
Impact on Pricing/Payments:	
Any other terms it impacts:	

SCHEDULE 1

STATEMENT OF WORK

Statement of Work Reference – Consultancy Project

Statement of Work Number: <insert>

This Statement of Work and the attached Annexures (collectively “SOW”) is effective as of <insert> (“SOW Effective Date”) and is issued pursuant to and in accordance with all terms of the Master Service Agreement dated <insert> (“Agreement”) between Imprint Consulting Limited trading as Org (“**Org**”) and <insert> (“**Client**”) (collectively the “Parties”). Capitalized terms not otherwise defined herein this SOW shall have the same meaning ascribed to them in the Agreement.

This SOW is a legally binding contract that incorporates all the terms of the Agreement except and only to the extent this SOW states otherwise. In the event of a conflict between the terms of this SOW and those of the Agreement, the terms in the SOW shall prevail with regards to that conflict unless otherwise stated.

Background

This SOW sets out the Services which Org shall provide to the Client and any additional terms which apply to that project.

1. PROJECT BRIEF

1.2 Scope of Work

<insert>

1.3 Project Requirements

Description of Requirement	Priority
Upon request of the Client, Org shall submit written status reports describing activities during the preceding period, including: the current status of activities; resources used since the last report, with a cumulative total to date; and identification of any problems and actions taken to resolve them.	

1.3 Deliverables [remove if not applicable]

Deliverable Name	Deliverable Description	Acceptance Criteria

2. PROJECT TIMELINE AND ACTIVITY QUOTE

2.1 Time Schedule [adjust phases/timing as applicable]

Requirements/Deliverable	Phase 1	Phase 2	Phase 3	Phase 4	Totals

3. RESOURCES INVOLVED

FOR ORG: Name, title and contact:	
FOR CLIENT:	

Name, title and contact:	
---------------------------------	--

4. FEES AND PAYMENT INFORMATION

- (a) Unless stated otherwise, all payment terms in the Agreement shall apply to this SOW.
- (b) Compensation for the Services shall be as follows:

Description	Consulting Estimate/Fee breakdown	Invoicing Intervals
Fee Type <insert as appropriate>	<insert as appropriate>	
Travel/Additional Expenses		

5. ASSUMPTIONS

In performing their respective obligations under the SOW, each Party shall comply with its respective obligations under applicable Data Protection Law. Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Law and shall make such information available to any regulator on request. Each party shall comply with the rights of the individuals to whom the provision of Services relates as set out in the Data Protection Legislations.

The Parties anticipate that each Party may at various times in the course of the provision of services, act as a Data Controller and/or a Data Processor simultaneously (where Data Controller and Data Processors have the meaning as defined in the Data Protection Legislation) in relation to the other Party.

Notwithstanding the foregoing, the Parties mutually acknowledge that having consideration to the scope of services agreed above, ORG is a [insert] in respect of [insert the service specification] as delivered under this SOW. The Parties agree that the factual arrangements between the Parties shall ultimately dictate the classification of each party in respect of Data Protection Legislation.

Appendix 1 of the SOW shall be incorporated herein if and to the extent one party is acting on behalf of another party, the Data Controller. The Parties shall accordingly complete and sign Annex 1 Record of Processing Activity to the extent that ORG acts as a Processor in the course of providing Services. In the event of a conflict between this SOW and Appendix 1, the terms of Appendix 1 shall prevail.

In case the applicable Data Protection Legislation requires a change to ensure the SOW is adequate for the purpose of governing lawful or data transfer, the Parties agree that they will negotiate in good faith to review the relationship and data transfer.

Changes to this paragraph will ordinarily be made by way of Change Control.

6. SPECIAL TERMS

<insert>

7. ENTIRE AGREEMENT

This SOW contains the entire agreement between the Parties with respect to the subject matter herein and shall supersede all previous agreements, understandings, representations, prior discussions and preliminary agreements, save for any Master Services Agreement between the Parties which shall continue in accordance with their terms. Each Party acknowledges that in entering into this SOW it does not rely on any representation or warranty that is not set out in this SOW and that no Party shall have any liability for any representation or warrant not contained herein unless made fraudulently. Except as stated otherwise, no amendment shall be valid unless signed by both Parties.

For CLIENT:

For ORG:

Signature:

Signature:

Printed Name:

Printed Name:

Position:

Position:

Date Signed:

Date Signed:

APPENDIX 1 DATA PROTECTION ADDENDUM

This Data Protection Addendum (the “Addendum”) is made effective as of the date last signed below (“Amendment Effective Date”) by and between Imprint Consulting Ltd trading as “ORG” of 15 Fetter Lane, Holborn, London, EC4A 1BW having company registration number of 04106624 (hereinafter referred to as “ORG”) and the party signing below who received the services from ORG (hereinafter referred to as “Client” which expression shall include any individual, partnership or company and any subsidiaries or associates of such individual, partnership or company to whom applicant details are presented). Together the Client and ORG shall be referred to as (the “Parties”) and independently each shall be (a “Party”).

1. This Addendum is supplementary to both the agreement and SOW already entered into between ORG and Client (the “Principal Agreement”) for the provision of professional services as specified in the SOW (“Services”). Notwithstanding anything to the contrary in the Principal Agreement or subsequent variation, to the extent that such Services applies to processing of Personal Data, the Parties hereby agree for this Addendum, and not the Principal Agreement, to govern and that reference in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.

1. DEFINITIONS

- 1.1. The following definitions apply for the purposes of this Addendum:
 - 1.1.1. **“Data Protection Law”** means any data protection laws applicable to the processing of personal data contemplated by the Principal Agreement including, without limitation, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“GDPR”) and any other applicable legislation, decision, statutory instrument or regulation in force at present or which comes into force;
 - 1.1.2. **“EEA” or “European Economic Area”** means the European Economic Area that combines the countries of the European Union together with Iceland, Norway and Liechtenstein;
 - 1.1.3. **“ORG”** means Imprint Consulting Ltd t/a ORG, of 15 Fetter Lane, Holborn, London, EC4A 1BW, company registration number 04106624 including our associated bodies corporate.
 - 1.1.4. **“Joint Controller”** means where ORG and Client jointly determine the purposes and means of Processing the Personal Data;
 - 1.1.5. **“Sub Processor”** means, in any case where ORG acts as a Processor hereunder, any third-party subcontractor or affiliate of ORG engaged by ORG to Process Personal Data.
 - 1.1.6. **“Standard Contractual Clauses”** means the standard contractual clauses as approved by the European Commission in Decision (EU) 2021/915 of 4 June 2021 on standard contractual clauses between controllers and processors under Article 28(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council and Article 29(7) of Regulation (EU) 2018/1725 of the European Parliament and of the Council, as amended or replaced from time to time and set out in the Official Journal of the European Union’s relevant website <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0915&rid=7>, or any set of clauses approved by the European Commission which amends, replaces or supersedes these.
- 1.2. **“Personal Data”, “Data Subject”, “Controller”, “Processor” and “Processing”** shall have the meanings given to them in the relevant Data Protection Law and their cognate terms shall be construed accordingly. The definitions of Personal Data and Processing shall only apply to the extent of any Personal Data Processed and Processing undertaken for the Agreed Purposes (as defined below).
- 1.3. Capitalised terms used herein, but not defined shall have the meaning provided in the Principal Agreement.
- 1.4. Unless required under Data Protection Law, nothing in this Addendum reduces either party’s obligations under the Principal Agreement in relation to the protection of Personal Data.
- 1.5. The Client and ORG acknowledge and agree that this Addendum shall form part of the Principal Agreement and where:
 - 1.5.1. the Client instructs ORG as a Controller such that the Client determines the purpose of Processing and ORG is solely following those instructions in its Processing activities and would not otherwise carry out those activities except for the request then the Client is the Controller and ORG is a Processor.

2. FORMATION OF THIS ADDENDUM

- 2.1 This Addendum comes into effect on the Addendum Effective Date.

3. GENERAL DATA PROTECTION PROVISIONS

- 3.1. Each Party shall:

- 3.1.1. at all times comply with applicable Data Protection Laws in respect of its Processing activities;
- 3.1.2. maintain appropriate technical and organisational measures designed to protect Personal Data against any misuse, accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, acquisition or access, including the use of industry recognised security standards such as ISO 27001 or similar standards;
- 3.1.3. give reasonable assistance to the other Party in ensuring compliance with its obligations under applicable Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
- 3.1.4. make available to the other Party on written request giving no less than thirty (30) days' notice all information reasonably necessary to demonstrate the relevant Party's compliance with the Data Protection Laws;
- 3.1.5. to provide reasonable assistance with the other Party and contribute to audits from a regulatory authority and to the extent necessary to ensure compliance with Data Protection Law.
- 3.1.6. ensure that any Personal Data it transfers to the other Party has been obtained and processed in accordance with applicable Data Protection Laws.

4. SECURITY INCIDENT

- 4.1. Each Party shall promptly notify in writing the other Party without undue delay (in any event no later than twenty-four (24) hours after becoming aware of) if it becomes aware of, receives a notification regarding, or reasonably suspects a security incident which results in or may result in the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, Personal Data while such Personal Data was in its custody or control relating to the Principal Agreement.

5. PROCESSING

- 5.1 Where Client requests ORG to Process Personal Data the subject-matter and duration of processing, the nature and purpose of processing, the type of personal data and categories of data subject will be set out in the form contained in Annex 1 to this Addendum when applicable.
- 5.2 In relation to the Processing Purpose ORG shall (and shall procure that Sub Processors shall):
 - 5.1.1. Process the Personal Data in accordance with the documented instruction of Client and promptly notify the Client if ORG considers the Client's instructions to conflict with Data Protection Law;
 - 5.1.2. Notify the Client if ORG is legally required to Process Personal Data other than on the Client's documented instructions (unless that legal requirement prohibits ORG from doing so);
 - 5.1.3. Process the Personal Data only for the Processing Purpose and in accordance with the documented instructions of ORG, unless otherwise required by applicable laws to which ORG is subject;
 - 5.1.4. ensure that each staff member of ORG is subject to obligations of confidentiality to ensure that the Personal Data is kept safe and secure;
 - 5.1.5. provide all information necessary for the purposes of any data protection impact assessment undertaken pursuant to Article 35 and Article 36 of the GDPR;
 - 5.1.6. notify the Client, as soon as reasonably practicable, in the event of violations of the Data Protection Laws or the provisions of the Addendum committed by ORG or by one of ORG staff members;
 - 5.1.7. take adequate steps to remedy any noncompliance by ORG or any Sub Processor with the Data Protection Laws and/or this Addendum;
 - 5.1.8. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, take appropriate technical and organisational measures to secure and safeguard the Personal Data and ensure the protection of the rights of the Data Subject;
 - 5.1.9. not export the Personal Data outside of the EEA, unless such transfer is in compliance with a safety mechanism provided for under Data Protection Laws, such that the recipient itself or the country or territory in which it operates has been found to ensure an adequate level of protection for the Data Subject or that the European Commission has adopted Standard Contractual Clauses applicable to the relevant country or territory;
 - 5.1.10. not engage a Sub Processor with respect to any Processing activity for which ORG acts as a Processor hereunder without the Data Controller's prior written approval, in which case ORG and the Sub-Processor must be bound by a written agreement containing data protection terms to meet the requirements of Article 28 of the GDPR, to the extent those requirements are applicable to the nature of the services provided by any such sub-processor. A list of pre-approved Sub-Processors shall be evidenced in writing where applicable.
 - 5.1.11. At the choice of the Data Controller, delete or return all Personal Data Processed on behalf of the Client unless applicable law requires storage of the Personal Data.

6. USE OF SUB-PROCESSORS WHEN ORG IS ACTING AS A PROCESSOR

- 6.1 Where ORG is acting as the Client's Processor or Sub-Processor, the Client generally authorises ORG's engagement of Sub-Processors. ORG shall specifically inform the Client in writing of any intended changes to its Sub-Processors through the addition or replacement of a Sub-Processor, giving the Client the opportunity to object to such changes prior to the engagement of the relevant Sub-Processor(s).
- 6.2 Subject to clause 6.1, where ORG engages a Sub-Processor to carry out specific Processing activities on behalf of the Client, ORG shall enter into a contract with the Sub-Processor which imposes on the Sub-Processor, in substance, the same data protection obligations as ORG has under this DPA.
- 6.3 ORG shall remain fully responsible to the Client for the performance of the Sub-Processor's obligations in accordance with ORG's contract with the Sub-Processor.

7 RESTRICTED TRANSFER OF PERSONAL DATA

- 7.1 ORG shall only carry out a transfer outside of the EEA or the UK ("Restricted Transfer"):
 - 7.1.1 on the basis of an Adequacy Decision;
 - 7.1.2 on the basis of appropriate safeguards already in place which apply to such transfer, including, but not limited to ORG intra-group Personal Data Processing agreement, or ORG's Standard Clauses with third parties; or
 - 7.1.3 where an exception, derogation or scope exemption to implementing appropriate safeguards for such transfer applies under the Data Protection Laws.
- 7.2 The Client shall ensure that it implements appropriate safeguards in respect of any Restricted Transfer that it carries out in relation to the Agreement, and ORG shall provide reasonable co-operation and assistance to the Client in relation to this.

8 MISCELLANEOUS

- 8.1 Either Party may, by at least thirty (30) days written notice, from time to time propose any variation to this Addendum which it reasonably considers to be necessary to address any new requirements of any Data Protection Law.
- 8.2 Each Party acknowledges that in entering into this Addendum it does not rely on any representation, warranty, collateral contract or other assurance of the other Party that is not set out in this Agreement. Nothing in this Addendum shall, however, limit or exclude any liability for fraudulent misrepresentations.
- 8.3 Each Party to this Addendum shall comply with all applicable laws.
- 8.4 This Addendum is entered into and becomes a binding part of each Principal Agreement from Addendum Effective Date.
- 8.5 This Addendum is governed by the laws of England and Wales. Disputes will be submitted to the competent court in England.

Annex 1: Form of Record of Data Processing Activities

[Instruction: To be complete on a case by case basis with the Client depending on the scope of services and personal data involved]

Purpose of the Processing of the Personal Data: To deliver the services as outline in the SOW

Subject matter and duration of the Processing of the Personal Data: <insert>

The categories of Data Subject to whom Personal Data relates: <insert>

Types of Personal Data to be Processed: <insert>

Special Categories of Personal Data to be Processed: <insert>

Approved Sub-processors Used by Processor: <insert>

For and on behalf of: Imprint Consulting Ltd T/A ORG:

For and on behalf of: [Client Name]:

.....
Signature

.....
Signature

.....
Printed Name

.....
Printed Name

.....
Title

.....
Title

.....
Signature Date:

.....
Signature Date:

STATEMENT OF WORK

Statement of Work Reference – Staff Augmentation

Statement of Work Number: <insert>

This Statement of Work and the attached Annexures (collectively “SOW”) is effective as of <insert> (“SOW Effective Date”) and is issued pursuant to and in accordance with all terms of the Master Service Agreement dated <insert> (“Agreement”) between Imprint Consulting Limited trading as Org (“Org”) and <insert> (“Client”) (collectively the “Parties”). Capitalized terms not otherwise defined herein this SOW shall have the same meaning ascribed to them in the Agreement.

This SOW is a legally binding contract that incorporates all the terms of the Agreement except and only to the extent this SOW states otherwise. In the event of a conflict between the terms of this SOW and those of the Agreement, the terms in the SOW shall prevail with regards to that conflict unless otherwise stated.

Background

This SOW sets out the Services which Org shall provide to the Client and any additional terms which apply to that project.

1.BRIEF

1.1 Scope of Work

Org shall assign resources to assist the Client with the below Requirements whereby the Client has the management structure in place to provide oversight and direction for the resource.

1.2 Requirements

Description of Requirement	Priority

2.RESOURCES INVOLVED

FOR ORG: Name, title and contact:	
FOR CLIENT: Name, title and contact:	

3.FEES AND PAYMENT INFORMATION

- (a) Unless stated otherwise, all payment terms in the Agreement shall apply to this SOW.
- (b) Compensation for the Services shall be as follows:

Description	Estimate/Fee breakdown	Invoicing Intervals
-------------	------------------------	---------------------

Fee Type <insert as appropriate>	<insert as appropriate>	
Travel/Additional Expenses		

4. ASSUMPTIONS

4.1 Client shall provide day-to-day oversight and direction of the resource. Resources shall report directly and exclusively to the Client and Client shall be responsible for reviewing and approving all work performed by the resource.

4.2 Client agrees to be solely responsible for all acts, errors and omissions of the resource, be they wilful, negligent or otherwise. The Client acknowledges and agrees that no warranty as to the ability, availability or suitability of the resource or the accuracy of any information provided to the Client with respect to the resource can be given by Org.

4.3 The Client shall comply with all relevant legislation and applicable laws in relation to the Services.

4.4 In order to facilitate payment, the resource shall provide to Org a time sheet signed by the Client which shall be deemed conclusive evidence that the Client is satisfied with the work carried out by the resource. The failure by the Client to sign any time sheet shall not however preclude Org from charging the Client in full for all time worked by the resource in accordance with this SOW.

4.5 If the Client, acting reasonably, decides that the resource is unsatisfactory or incapable of doing the work required by the Client, then the Client shall notify Org in writing of that fact giving full grounds for its dissatisfaction with the resource. Within 5 working days of notification of the dissatisfaction, Org shall either: (a) provide a suitable replacement for the resource, or (b) if no such suitable replacement is available, inform the Client in writing of that fact.

5. SPECIAL TERMS

<insert>

6. ENTIRE AGREEMENT

This SOW contains the entire agreement between the Parties with respect to the subject matter herein and shall supersede all previous agreements, understandings, representations, prior discussions and preliminary agreements, save for any Master Services Agreement between the Parties which shall continue in accordance with their terms. Each Party acknowledges that in entering into this SOW it does not rely on any representation or warranty that is not set out in this SOW and that no Party shall have any liability for any representation or warrant not contained herein unless made fraudulently. Except as stated otherwise, no amendment shall be valid unless signed by both Parties.

For CLIENT:

Signature:

Printed Name:

Position:

Date Signed:

For ORG:

Signature:

Printed Name:

Position:

Date Signed:

ANNEXE 1 TO SOW <insert>

CLIENT POLICIES APPLICABLE TO THIS SOW

[Insert details of Client's applicable policy]

SAMPLE