1x Framework Agreement

between

[CUSTOMER_NAME], [CUSTOMER_LEGAL_FORM], [CUSTOMER_ADDRESS], [CUSTOMER_REGISTRATION_DETAILS] (hereinafter referred to as the "**Customer**")

and

1xINTERNET Limited, Westminster House, 10 Westminster Road, Macclesfield, Cheshire, SK10 1BX, United Kingdom

represented by the Managing Directors Dr. Christoph Breidert, Bjarney Breidert, and Stefan Weber

(hereinafter referred to as the "**Supplier**")

Effective Date: **[DATE]**

Agenda

1. Subject of the Contract

As a basis for future cooperation, the parties (Customer and Supplier) enter into this framework agreement.

The Supplier's services include the development and programming of software, the implementation of web offerings, consulting services, services related to design and photography, as well as technical services such as hosting, maintenance, or care of web offerings.

Details shall be regulated by corresponding individual agreements (Orders). This framework agreement underlies these individual agreements. Insofar as the individual agreements contain deviating regulations, these shall take precedence over the regulations of the framework agreement.

This framework agreement replaces all previous written and oral agreements between the parties, in particular the Supplier's General Terms and Conditions (GTC) and framework contracts concluded between the parties.

2. Principles of Service Provision

2.1. **Service Standard**: The Supplier owes the Customer services in accordance with the average industry standard and quality. The Supplier is free to determine the time and place for the execution of the agreed individual orders.

2.2. **Personnel Selection**: The Supplier shall employ qualified and reliable personnel to fulfill its performance obligations. The Supplier shall decide at its own dutiful discretion which employees are to be deployed or exchanged for the contractual provision of services. The Supplier ensures that all personnel used for performance (including freelancers) perform their obligations in accordance with the Customer's Security Policies as communicated to the Supplier.

2.3. **Personnel Replacement**: The Supplier reserves the right to replace an employee with another employee possessing the necessary qualifications for an important or justified reason. Personnel already familiar with the project should only be replaced in agreement with the Customer.

2.4. **Use of Third Parties**: The Supplier may use freelancers and employees of other companies in the context of order fulfillment, provided they meet the Supplier's stringent requirements and quality controls.

2.5. **Collaboration**: The contracting parties shall work together trustfully and consult each other at regular intervals regarding progress and obstacles in the execution of the contract. In the event of deviations from the agreed procedure or doubts about the correctness of the other party's procedure, they shall inform each other immediately.

2.6. **Customer Cooperation**: The Customer undertakes to support the Supplier to a reasonable extent in the fulfillment of its contractually owed performance. This includes, in particular, the timely provision of information and data material, insofar as the Customer's cooperation services require this. Such cooperation services shall be free of charge for the Supplier.

2.7. **Delay and Remedies**: If the Supplier is unable to perform the services or can only perform them with additional expenditure due to missing or insufficient cooperation or provision of materials solely attributable to the Customer, the Supplier shall notify the Customer in writing of the deficiency and the potential consequences, providing a reasonable notice period for remedy. If the Customer fails to remedy the lack of cooperation or provision within this period and does not terminate the contract, the Supplier is entitled to an equitable adjustment of the project timeline and compensation. In such cases, the additional expenditure based on the Supplier's then-current standard rates shall be deemed approved by the Customer.

2.8. **Rights to Provided Materials**: The Customer ensures that the content/materials provided by it to the Supplier are free of third-party rights and that their publication does not violate applicable law in any form. The content provided also includes such content and its sources that the Customer recommends or suggests to the Supplier with regard to the performance of its tasks.

2.9. **Legal Review**: The Supplier is not obliged to have its services legally reviewed (e.g., regarding trademark, copyright, or competition law). The same applies to the fulfillment of the Customer's statutory information obligations (e.g., imprint details, privacy policies, information obligations for distance selling contracts, etc. according to Electronic Commerce Regs 2002). If the Supplier recognizes a legal risk that stands in the way of the implementation of the commissioned services by the Customer, it will point this out to the Customer and, if desired, support them accordingly.

2.10. **Status and Instructions**: With respect to the Supplier's employees, the Supplier alone is authorized to give instructions, regardless of their place of deployment. They shall not be integrated into the Customer's operations and shall not enter into an employment relationship with the Customer.

2.11. **Employee Agreements**: The Supplier shall ensure that all persons deployed by the Supplier for the performance of the contract have entered into written agreements that ensure the assignment of all intellectual property rights and maintain strict confidentiality and data protection in accordance with this Agreement.

3. Issuance of Orders

3.1. **Ordering Procedure**: The respective services of the Supplier shall be commissioned through separate individual orders. Commissioning is usually done in writing but can also be done personally or by telephone. Orders placed personally or by telephone must be confirmed by the Supplier in writing (e.g., via email or ticketing system) within 48 hours to become legally binding.

3.2. **Order Content**: The order shall contain details of the specific services owed, such as scope, areas of application, framework conditions, functions, documentation, and the time and schedule, and shall have a level of detail customary in the industry for the respective service. The order description can take the form of an offer, an order description, or a specification/requirement document.

3.3. **Milestones**: The Supplier may divide the commissioned services into individual milestones (reasonably grouped work steps), which it processes individually according to their sequence. If such milestones are agreed upon in an order, they are to be remunerated individually by the Customer after their completion in accordance with the respective order description.

3.4. **Interpretation of Scope**: If the order description is insufficient or if its scope is doubtful in certain cases, the services to be rendered shall include the industry-standard tasks necessary to fulfill the agreed contractual purpose.

3.5. **Changes to Orders**: Subsequent changes to the order description require explicit confirmation by the respective contractual partner to be effective.

4. Rights of Use

4.1. **Rights to Custom Work Results**: Unless the parties make deviating regulations in the order, the Customer shall receive an exclusive, perpetual, and transferable usage right to the work results specifically created for the Customer (e.g., custom business logic, specific database structures, and unique user interface design), provided the remuneration for the respective order has been paid in full.

4.2. **Standard Components and Libraries**: The grant of exclusive rights under 4.1. does not extend to "Standard Components." Standard Components are pre-existing modules, libraries, or generic software elements (e.g., slideshow modules, form handlers, API wrappers, generic scripts) that are used by the Supplier in multiple projects. To these elements, the Customer receives a non-exclusive, perpetual usage right.

4.3. **Right of Reuse**: The Supplier remains entitled to use the Standard Components, as well as the general ideas, concepts, and programming techniques acquired during the execution of the project, for other projects and customers. The Supplier is specifically allowed to develop and license software for third parties that provides similar functionality to the work results, provided that no Confidential Information or protected trademarks/logos of the Customer are used.

4.4. **Open Source Components**: Insofar as the work results contain open-source components, plug-ins, or other third-party content, the scope of the transfer of rights shall be governed by the respective license terms. The Supplier shall provide the Customer with a list of all used open-source components upon request. The Supplier shall ensure that no open-source licenses with a "copyleft" effect (e.g., GPL) are used that would require the Customer to disclose their own proprietary source code, unless the Customer has explicitly agreed to the use of such components in writing. The Supplier shall not be liable for any violations of these third-party license terms by the Customer.

4.5. **Third-Party Rights and Adaptations**: Insofar as the Supplier's services build upon, adapt, or expand third-party works, the Customer's rights do not extend to the original third-party works, but only to the modifications performed by the Supplier. The Supplier will acquire the necessary usage rights for third-party services at the Customer's expense. Should the Supplier not be able to grant rights in the requested scope or only with disproportionate effort, it will inform the Customer and proceed according to its instructions.

4.6. **Advertising Rights**: The Supplier is entitled to use the work results free of charge for its own advertising, even after the end of the contract, unless otherwise agreed in writing.

4.7. **Rejected or Aborted Services**: Usage rights to services rejected or aborted by the Customer remain entirely with the Supplier. Suggestions and instructions from the Customer do not establish joint authorship.

4.8. **Remuneration and Extensions**: The aforementioned usage rights are compensated with the payment of the agreed remuneration. Any use of the services beyond the originally stated purpose requires separate consent and potentially additional remuneration.

5. Handover of Working Materials / Source Code / Exit

5.1. **Supplier Property**: Templates, drafts, raw data, files, and other working materials created by the Supplier that serve to provide the performance owed under the contract remain the property of the Supplier. Examples of such files are mockups, wireframes, graphic files, and the like.

5.2. **Operational Deliverables**: The provision of the source code and a comprehensible documentation at any time, which are necessary for the independent continued operation of the software by the Customer, are components of the individual orders and are created and delivered together with the software. Examples of files necessary for operation are program codes, configuration files, database dumps, deployment scripts, etc.

5.3. **Independent Operation and Exit Assistance**: Upon termination of the contractual relationship or upon written request following the completion of a milestone, the Customer has the right to request the handover of all materials necessary for the independent operation of the software. This includes, but is not limited to, all source codes, build files (e.g., Dockerfiles, CI/CD configurations), media content, database dumps, and deployment scripts. These materials must be provided in an industry-standard, open format (e.g., SQL, CSV, or JSON) that allows the Customer or a third-party provider to host, run, and maintain the software without the Supplier’s ongoing involvement. Upon request, the Supplier shall provide reasonable transition assistance for a period of up to 90 days following termination to ensure service continuity, billable at the Supplier's then-current standard rates.

5.4. **Handover Timing**: The Supplier shall hand over the current status of the source code and documentation to the Customer after the successful acceptance of each milestone or at any time upon reasonable request by the Customer. At the latest upon termination of the contractual relationship, the source code and documentation, at the then-current status, are to be handed over to the Customer.

5.5. **Storage and Deletion**: There is generally no obligation to hand over or store materials beyond those described in 5.3. The Supplier is entitled to delete the templates at the latest after six months from the completion of the respective order. Excepted therefrom are the materials required for exit and independent operation as described in 5.3.

6. Acceptance

6.1. **Applicability and Classification**: In the event that the commissioned services primarily constitute a contract for work (Bespoke Software Development Contract / Contract for Services) or the character of the service usually requires an acceptance procedure, the following regulations on acceptance shall apply. In case of doubt, orders for the development of specific software features shall be deemed a Contract for Work (Bespoke Software Development Contract / Contract for Services), while hosting, maintenance, and consulting shall be deemed a Service.

6.2. **Acceptance Prerequisite**: The subject of acceptance is the service contractually owed according to the order description. A prerequisite for acceptance is that the Supplier hands over all work results completely to the Customer and notifies them of the readiness for acceptance.

6.3. **Milestone Acceptance**: If partial sections (so-called milestones) are agreed upon for the provision of the commissioned service, the Supplier is entitled to demand acceptance after the provision of the service defined within a milestone. Change requests from the Customer that deviate from already accepted partial sections are to be remunerated separately by the Customer.

6.4. **Test Environment**: To check the acceptability, the software is loaded into a test environment to which the Customer receives access. Thereupon, the Customer must begin testing the acceptability. Acceptance must be completed within 10 working days from the start of the test. Special agreements regarding the acceptance period can be made in writing in advance at any time. If the Customer does not inform the Supplier of any defects within the period, the work shall be deemed accepted. The software will be handed over to the Customer after acceptance has taken place or, at the Customer's request, installed directly on the Customer's target server.

6.5. **Defect Notification**: If the work is not accepted, the Customer shall inform the Supplier in writing of all defects hindering acceptance. After an appropriate period has elapsed, the Supplier must provide a version of the programming service that is free of defects and capable of acceptance. In the context of the subsequent test, only the listed defects will be checked, insofar as they can be the subject of an isolated test according to their function.

6.6. **Declaration of Acceptance**: After a successful test, the Customer must declare the acceptance of the work results in writing within 10 working days. If the declaration is not made, the Supplier's performance shall be deemed accepted after this period has expired.

6.7. **Insignificant Defects**: The Customer may not refuse acceptance due to insignificant defects. In this case, however, the acceptance is subject to the immediate elimination of the defects by the Supplier. These defects are to be listed individually in the acceptance protocol.

6.8. **Aesthetic Reasons**: Acceptance may not be refused for design-artistic reasons.

7. Remuneration

7.1. **Calculation Basis**: The remuneration for the respective contractual service is agreed upon in the respective order. The Supplier will—depending on the agreement—calculate its activity either on the basis of fixed amounts or provide an estimate of the expected effort.

7.2. **Estimate Overruns**: Insofar as the submitted estimate cannot be met, the Supplier shall immediately inform the Customer of this circumstance in order to coordinate the further procedure. Any resulting additional effort must be approved in writing.

7.3. **Billing Units**: Unless an explicit agreement on remuneration is made, the Supplier shall, in case of doubt, bill its services according to the effort actually incurred on an hourly or daily rate basis. The smallest billing unit is 15 minutes (0.25 hours). The Supplier's daily or hourly rates are agreed upon separately and adjusted periodically.

7.4. **Travel Costs**: For assignments outside a radius of **[TRAVEL_RADIUS]** around **[SUPPLIER_OFFICE_LOCATION]**, the Supplier is entitled to reimbursement of travel costs, including all necessary expenses and outlays, in addition to the agreed remuneration. The Supplier is entitled to bill train travel in 2nd class, flights in economy class, or travel by car at **[KM_RATE] [CURRENCY]**/km net. Travel times are billed according to actual effort either at the daily rate or—for a duration of less than four hours per journey from door to door—at the hourly rate.

7.5. **Due Dates**: Remuneration is due upon acceptance for services capable of acceptance, and for service contract services upon complete provision of the service. Insofar as milestones were defined in the orders, the remuneration is due upon completion of the respective milestone.

7.6. **Taxes**: Subject to an explicitly deviating regulation, all amounts mentioned are net amounts, i.e., plus the statutory value-added tax.

7.7. **Extraordinary Termination Pay**: If the order ends prematurely through extraordinary termination, the Supplier is entitled to remuneration corresponding to the services rendered until the termination of this contract. The remuneration obligations in the event of an ordinary termination of orders result from section 11.2 of this contract.

7.8. **Payment Terms and Default Interest**: Subject to other agreements, invoices are due for payment without deduction within 30 days of the invoice date. Insofar as the Customer defaults on payment, the outstanding amount shall bear interest at **8% above the Bank of England base rate**. This does not affect the assertion of further rights.

7.9. **Offsetting and Retention**: The Customer may only offset claims of the Supplier with undisputed or legally established claims, provided these are not claims for completion or defect rectification. The Customer is only entitled to assert a right of retention due to counterclaims from this contract.

7.10. **Taxes and Social Security**: The Supplier is solely responsible for all income taxes, social security contributions, workers' compensation, and unemployment insurance for all its personnel. All persons deployed by the Supplier shall be clearly recognizable as an external workforce.

8. Material Defects

8.1. **Applicability**: Insofar as the Supplier's performance is to be judged as a work performance, the following regulations regarding claims for material defects shall apply.

8.2. **Definition of Defect**: A material defect does not exist in the case of an insignificant deviation from the agreed or assumed quality and in the case of only insignificant impairment of the usability of the programming service. The contents of the order description do not count as a guarantee without a separate written agreement.

8.3. **Performance Behavior**: The results of programming services should have a similar response time behavior in terms of speed as comparable and customary offerings on the market. When comparing the response time behavior of different offerings, the end devices and internet connections used must be identical. Furthermore, the underlying hardware on which the offerings run must be taken into account.

8.4. **Browser Compatibility**: The programming services provided by the Supplier must be runnable on the latest two stable versions of the following industry-standard browsers: Chrome, Firefox, Safari, and Edge. Resolutions and browsers outside this scope are not considered industry-standard unless explicitly agreed upon in writing. Market share references can be found via Statcounter for Desktop, Tablet, and Mobile.

8.5. **Existing Code innovations**: Insofar as the Supplier's services build upon already existing programming services (e.g., in the programming of updates, upgrades, and new versions), the defect claims are limited to the innovations compared to the previous version status.

8.6. **Supplementary Performance**: If the Customer demands supplementary performance due to a defect, the Supplier may choose between rectification, replacement delivery, or replacement service. If the Customer has set the Supplier a further reasonable grace period after an initial period has expired without result, and this too has expired without result, or if a reasonable number of attempts at rectification, replacement delivery, or replacement service have remained unsuccessful, the Customer may, under the statutory requirements, at its choice, withdraw from the contract or reduce the price and demand damages or reimbursement of expenses. Supplementary performance can also take the form of creating a new version or a workaround.

8.7. **Maintenance Context**: If a running care, maintenance, or update contract is agreed upon between the contracting parties and the defect does not or only insignificantly impairs the functionality of the result of the programming services, the Supplier is entitled to rectify the defect by delivering a new version or an update within the framework of the version, update, and upgrade planning.

8.8. **Reporting Requirements**: Defects must be reported in writing and must be described by a detailed and comprehensible description of the error symptoms, using—as far as possible—screenshots, printouts, or other documents. The notice of defect should enable the reproduction of the error. Statutory inspection and notification obligations of the Customer remain unaffected.

8.9. **Exclusion of Claims**: Defect claims are waived if the Customer itself changes or expands the Supplier's programming services or has them changed or expanded by third parties and does not prove that the change is not the cause of the defect. Improper operation, insufficient operating conditions, or the use of unsuitable equipment by the Customer also do not justify liability for defects.

8.10. **Unjustified Defect Reports**: Should it turn out after the notification of a defect by the Customer that the defect reported by the Customer does not exist or is based on reasons for which the Supplier is not responsible, the Supplier is entitled to bill the Customer for the time required for the check, including any travel costs.

8.11. **Right of Refusal**: The Supplier may refuse supplementary performance until the Customer has paid the agreed remuneration to the Supplier, minus a portion corresponding to the economic significance of the defect.

8.12. **Statute of Limitations**: Defect claims expire within 12 months of acceptance of the service.

9. Use of Third-Party Services

9.1. **Third-Party Scope**: Insofar as the Supplier's services require the use of third-party services (such as online platforms or open-source software), the following regulations shall apply.

9.2. **Liability for Third-Party Products**: If material or legal defects are due to a faulty product of a third party who is not a vicarious agent of the Supplier, and the Supplier passes this product on to the Customer, the Customer's defect claims are limited to the assignment of the defect claims from the Supplier against the third party. The Supplier, however, is responsible for the defect if the cause of the defect was set by the Supplier, i.e., the defect is based on an improper modification, integration, or other treatment of the third-party product for which the Supplier is responsible.

9.3. **Availability and Fees**: The Supplier is not responsible if third-party products are restricted or discontinued altogether by the third party. If the third party introduces a fee for the provision of the third-party products, the Supplier has the right to adjust the remuneration agreed upon with the Customer accordingly, provided the Customer wishes to continue using the third-party products after inquiry and the remuneration would be at the expense of the Supplier.

9.4. **Supplier Not Liable for Third-Party Changes**: The Supplier is not liable for delays and additional costs that arise after the conclusion of an order by the Customer because the provider of the third-party products changes them without this being recognizable or having to be recognizable for the Supplier at the time the order was placed.

9.5. **Transparency of Third-Party Products**: The passing on of third-party products is considered clearly recognizable for the Customer if the Supplier points them out in the context of the order description or the order processing, if these result from the order, or if they should have been recognizable for the Customer due to its own expertise.

10. Liability and Force Majeure

10.1. **General Liability**: The parties are fundamentally liable according to the statutory provisions.

10.2. **Limitations of Liability**: The Supplier is not liable for damage to software or hardware or financial losses arising from its performance, unless these are based on grossly negligent or intentional action by the Supplier, its vicarious agents, or its legal representatives. For damages to health, body, or life as well as for claims under statutory product liability acts, the Supplier is liable without limitation. It is also liable for the violation of obligations that are of particular importance for achieving the contractual purpose (cardinal obligations); in this case, liability is limited to the amount of typically foreseeable errors.

10.3. **Force Majeure**: Neither party shall be liable for delays or failures in performance resulting from events beyond their reasonable control ("Force Majeure"), including but not limited to natural disasters, war, terrorism, pandemics, or government orders. The affected party shall notify the other party immediately in writing. During the duration of the Force Majeure event, the affected performance obligations shall be suspended. If the delay or failure continues for more than 30 consecutive days, either party may terminate the affected order by giving written notice. In the event of such termination, the Supplier shall be entitled to remuneration based on the actual hours worked at the Supplier's standard rates up to the date of termination, but not exceeding the total value of the current milestone.

10.4. **Other Delays**: The Supplier is not responsible for performance delays due to circumstances within the scope of application of the Customer (e.g., untimely provision of content or feedback). Such delays entitle the Supplier to postpone the provision of the affected service by the duration of the hindrance plus a reasonable restart period. The consequences of such delays are further governed by Section 2.7.

11. Termination

11.1. **Termination of the Framework Agreement**

This framework agreement runs for an indefinite period and can be terminated by either party in writing with a notice period of **[NOTICE_PERIOD_FRAMEWORK]** to the end of the respective month. The termination of this framework agreement does not affect the individual orders concluded under this framework agreement.

11.2. **Termination of Individual Orders**

a) **Orders with a work character (milestones)**

Individual orders can be terminated by both parties in writing with immediate effect.

If the termination is by the Customer, the Customer shall pay for all work performed and milestones completed up to the effective date of termination. For the current milestone in progress, the Customer shall pay for the services rendered up to the termination date (calculated on a pro-rata basis reflecting the progress achieved or based on the actual effort expended at the Supplier's standard rates). Additionally, the Customer shall compensate the Supplier for any unavoidable, non-cancellable third-party costs and a reasonable wind-down fee of [10]% of the remaining value of the current milestone to cover resource reallocation.

If the termination is by the Supplier, work on the current milestone will be stopped by the Supplier, but this milestone as a whole will not become due for payment. Already completed and accepted milestones remain unaffected.

b) **Termination of orders with a service character**

IIf no regulations on term and notice period were made, the contract can be terminated by either party in writing with a notice period of **[NOTICE_PERIOD_SERVICE]** to the end of the month.

11.3. **Extraordinary Termination**: The right of each party to extraordinary termination for good cause remains unaffected.

11.4. **Good Cause**: A good cause exists in particular if one of the contracting parties grossly violates its obligations under this contract or the respective order; or if insolvency proceedings are opened over the assets of the other contracting party.

12. Marketing and References

12.1. **Reference Rights**: The Customer grants the Supplier the right to name the Customer as a reference customer using its company logo within the scope of its commercial activity.

12.2. **Project Descriptions and Advertising**: The Customer grants the Supplier the free, temporally, spatially, and content-wise unlimited right to describe projects and services rendered and to use these descriptions—including work results (e.g., screenshots), quotes, and materials created by the Customer—for publicity and advertising purposes in both print and electronic media. This right remains in effect after the end of the contract.

12.3. **Revocation**: This consent can be revoked for good cause, whereby the legitimate interests of both parties (e.g., existing printed marketing materials) will be taken into account.

13. Confidentiality

13.1. **Duty of Confidentiality**: The parties undertake to treat as confidential all information transmitted to them by the other party which the disclosing party has marked as confidential or which must be classified as confidential according to the circumstances. This confidentiality obligation shall continue after the end of the contract.

13.2. **Exclusions**: Information shall not be considered confidential if it was already known to the recipient, is publicly known, or must be disclosed due to legal or official obligations.

14. Competition

14.1. **Restrictions on Competition**: During the term of this Agreement and for a period of 12 months following its termination, the Supplier undertakes not to provide services, directly or indirectly, to any direct competitor of the Customer insofar as such services relate to the specific functional and technical implementation of the projects developed for the Customer under this Agreement.

14.2. **Exceptions and Transparency**: This restriction shall not apply to the Supplier’s general business activities or to projects where there is no professional, technical, or factual overlap with the specific work results delivered to the Customer. The parties shall notify each other in good time of any potential problem situations or interest conflicts.

15. Data Protection, Storage

15.1. **Compliance with Laws**: The Supplier undertakes to treat personal data in accordance with the specifications of UK GDPR & Data Protection Act 2018 (and the EU GDPR, as applicable).

15.2. **Internal Organization**: The Supplier will instruct and commit its employees and third parties to confidentiality in this sense.

15.3. **Instruction-Bound Processing**: The Supplier will use, process, and utilize personal data only within the framework of the contractually agreed services and in accordance with the instructions of the Customer.

15.4. **Data Return or Deletion**: The Supplier will return or delete all personal data after completion of the contractual relationship or store it securely by separate agreement.

15.5. **Storage of Materials**: The Supplier will keep materials available for a period of 2 years after completion of the project.

16. UK Public Sector Compliance (G-Cloud 15)

16.1. **Call-Off Contract Precedence**: If the Customer is a UK public sector entity and this Agreement is used in connection with a G-Cloud 15 Call-Off Contract, the terms of the Call-Off Contract shall prevail over this Agreement in the event of any conflict.

16.2. **Freedom of Information (FOIA)**: The Supplier acknowledges that the Customer is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004. The Supplier shall assist and cooperate with the Customer at no additional cost to enable the Customer to comply with its information disclosure obligations within the statutory timeframes.

16.3. **IR35 (Off-Payroll Working)**: The Supplier warrants that it is responsible for the employment status, tax, and social security contributions of its personnel. The Supplier confirms that services provided under this Agreement are delivered as a 'managed service' based on specific outputs and deliverables. The Supplier shall indemnify the Customer against any claims, interest, or penalties arising from a determination that the Supplier’s personnel are deemed employees of the Customer for tax purposes, including but not limited to any unpaid National Insurance Contributions (NICs) and Apprenticeship Levy.

16.4. **Modern Slavery**: The Supplier warrants that it complies with the UK Modern Slavery Act 2015 and has appropriate policies in place to prevent slavery and human trafficking in its supply chain.

17. Miscellaneous

17.1. **Written Form Requirement**: Changes and extensions require the written form to be effective.

17.2. **Transfer of Claims**: The Customer may transfer claims against the Supplier based on this contract to third parties only with the Supplier's written consent. The transfer to subsidiaries or affiliated companies within a group is excluded from this requirement and may be performed without the Supplier's consent.

17.3. **Severability**: Should a provision of this contract be invalid, the validity of this contract shall otherwise not be affected.

17.4. **Governing Law**: The contractual relationship is subject to Law of England and Wales.

17.5. **Jurisdiction**: The courts of England and Wales are agreed upon as the competent court of jurisdiction.

17.6. **Exclusion of Other Terms**: Any general terms and conditions of either Party are expressly excluded even if mentioned in an order and the present Framework Agreement prevails.

[PLACE], [DATE]	**[PLACE], [DATE]**
______________________________	______________________________
Customer	**Supplier**