

UNBOXED

Framework Agreement

[Customer name]

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The Parties

This agreement is made on the [] ("Commencement Date")

Between:

[Customer name] whose registered address is at [customer address] (registered in England, company number [company number]) ("you");

and

Unboxed Consulting Limited, whose registered address is 2nd floor, 60 – 62 Commercial Street, London, E1 6LT (registered in England, company number 05440833) ("we").

The Agreement

1. Introduction

- 1.1. We carry on the business of the provision of consultancy services and have agreed to provide the services specified in the attached schedule ("Services").
- 1.2. The Services will be provided on the terms and subject to the conditions of this agreement ("Agreement").

IT IS AGREED as follows:

2. Interpretations and Definitions

- 2.1. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.
- 2.2. The headings contained in the Agreement are for convenience only and do not affect their interpretation.
- 2.3. In these terms the following terms shall have the following meanings:

"Agreement"	this Agreement;
"Associates"	all members, employees or self-employed contractors or associates of Unboxed Consulting (including corporate entities) who are engaged in the provision of Services;
"Output"	any output, documents, diagrams, knowhow, designs, software code or other materials created, provided or supplied by Unboxed Consulting or its Associates to you in the provision of Services;
"Materials"	any output, documents, diagrams, knowhow, designs, software code or other materials created by Unboxed Consulting prior to the commencement of the Project;
"Product Owner"	the person provided by you who acts as the key decision maker and day-to-day contact for our Associates on the Project;

"Project"	any engagement or project to provide Services to you as described in the Scope of Services;
"Scope of Services"	means the scope of services set out in Schedule 1 and any revised or further Scope of Services documents which may be issued by us from time to time;
"Statement of Work"	means scope of services;
"Services"	all services provided by Unboxed Consulting to you;
"you"	you, the client or customer named on this Standard Framework Agreement;

- 2.4. These Terms will apply to all Services provided by us until expressly excluded, amended or varied in writing by the person named as the main Unboxed Consulting contact on the cover sheet to this Agreement (or such replacement named contact as we may from time to time specify).

3. Scope of Services

- 3.1. We will agree a Scope of Services with you for each separate Project for which we are engaged. Once a Scope of Services has been signed by you we will commence work on the agreed date. The first Scope of Services is set out in the Schedule to this Agreement.
- 3.2. Each Scope of Services may set out the following information:
- a) The scope of work for which we are engaged;
 - b) Project commencement date and the approximate timescales for the work (however time shall not be of the essence in relation to such timescales);
 - c) Our fees and expenses policy for the Project;
 - d) Our Associates who are responsible for a Project (although we will, in accordance with clause 11.2, be entitled to supply a substitute);
 - e) Any specific provisions relating to intellectual property or ownership of Output;
 - f) Any specific resources which may be required in order to deliver the Project;
 - g) Contact details and any other relevant information.

- 3.3. In the event of a discrepancy between this Framework Consultancy Agreement and the terms of any Scope of Services, the terms of the Scope of Services will prevail.

4. Our Obligations

- 4.1. We will provide our Services with the reasonable skill and care to be expected of a competent professional and we agree that we have the resources, expertise and skills to carry out the Services specified in the Scope of Services. No further conditions, warranties or representations are given by us in relation to the Services provided other than expressly stated in these Terms.
- 4.2. If you request any Services which are not set out in the Scope of Services then we may be able to provide those services subject to further agreement with you.
- 4.3. We are providing specific Output, consultancy and advice in relation to Projects as specified in the Scope of Services and for no other purpose. We will not be responsible for any use of Outputs or advice for a different purpose or in a different context. If you plan to use our Output or advice in relation to any other matter or context please let us know and provide us with all necessary information so that we can provide advice tailored to the appropriate circumstances (an additional charge may be payable in that event).
- 4.4. Any decisions made by you following our advice are commercial decisions for you and we will not make any business or commercial decisions on your behalf. When making any business or commercial decisions you must take into account any other factors apart from our advice and consultation services of which you and your other advisers are or should be aware.
- 4.5. We agree that, together with our Associates, we will at all times comply with your reasonable requests and any health and safety or other regulations which apply to any place of business where our services are provided.

5. Your Obligations

- 5.1. In order to allow us to provide the Services you agree that you, together with your employees and agents will at all times:
- a) provide us with complete, accurate and timely information, data and documents;
 - b) carry out any obligations which are your responsibility as set out in these Terms;

- c) cooperate fully with us in the provision of their Services and to permit us to provide their Services free of obstruction and interference;
- d) promptly review any materials and information provided and make appropriate and timely decisions where requested;
- e) pay our fees and expenses as set out in the Scope of Services or these Terms;
- f) raise promptly any issues as to the perceived or actual quality of the services provided in accordance with clause 14 below; and
- g) comply at all times with the terms of this agreement.

6. Charges and Payments

- 6.1. You agree to pay our charges and expenses as set out in each Scope of Services, or, in the event that any Services fall outside of the scope of work set out in the Scope of Services, our reasonable charges from time to time. Fees are quoted based on normal working hours excluding public holidays unless agreed otherwise in our Scope of Services.
- 6.2. Invoices will be issued to you on a monthly basis or as otherwise set out in the Scope of Services. Invoices will be payable 30 days from the invoice date. All sums due from you which are not paid on the due date shall bear interest from day to day at the rate equal to 5% per annum above the Bank of England base rate from time to time. Payment shall be made without any set-off, deduction or counterclaim.
- 6.3. During any period in which payments from you are overdue we may suspend work.
- 6.4. Expenses will be charged to you in accordance with the Scope of Services. If no express policy is set out in the Scope of Services you agree to pay all reasonable expenses incurred by us or our Associates in carrying out the Services on your behalf.
- 6.5. Expenses will be invoiced at the end of each month or at the same time as an invoice for our charges is rendered and will be payable in accordance with our invoice terms. For the avoidance of doubt "reasonable expenses" shall include without limit: accommodation, travel expenses, petrol mileage allowance at standard HMRC rates (or the actual cost of petrol if higher), sustenance expenses not exceeding £50 per person per day and copying and printing charges. If we, or our Associates, are providing services in Central London then accommodation, travel and sustenance expenses (but not copying, printing or other charges) will not apply.

7. Intellectual Property ("IP")

- 7.1. All Intellectual Property Rights in any Materials created by you or us prior to the commencement of this Agreement or outside of the scope of this Agreement shall continue to belong to the party that created them ("Background IPRs").
- 7.2. To the extent that any Materials provided by us under this Agreement consist of or include i) any of our Background IPRs, ii) any intellectual property rights not specifically created for you in the provision of the Services such as generic software code, or iii) any intellectual property rights which are otherwise introduced from previous projects, then, unless we otherwise specifically agree in writing, all Intellectual Property Rights in such Materials will be retained by us but we hereby grant you a royalty-free, non-exclusive, perpetual licence to use the Background IPRs for your business purposes as may be required in order to receive the benefit of the Services.
- 7.3. Subject to the other provisions in this clause 7, all invoices being paid and unless it is open source code or subject to third party rights, all intellectual property rights which are capable of existing in any Output and Materials and which are specifically created by us in the provision of the Services to you, including any "look and feel" comprised in any Output and Materials provided to you ("Foreground IPRs") shall vest in you and we agree that the Foreground IPRs are assigned to you upon payment of our fees and charges. Without prejudice to the foregoing, you hereby grant us a royalty-free, non-exclusive, perpetual licence to use the generic elements of the Foreground IPRs (excluding anything that contains your look and feel or any of your intellectual property rights) for our use in other client projects, solely to the extent such projects are not reasonably deemed to be competitive with the Services and/or Outputs being provided to you under this Agreement.
- 7.4. You agree that we may use open source or third party software code, services or materials ("Third Party Elements") and that we may incorporate such Third Party Elements in our Outputs and deliverables, provided that we are satisfied that we and you have the right to use such Third Party Elements. Ownership of intellectual property rights in Third Party Elements will remain with the third party concerned. We agree not to use any open source code in the Output and Materials which is subject to any restrictive open source licence. A "restrictive open source licence" for the purposes of this clause means any licence to use software or code that includes an obligation to make available to third parties any source code that derives from or incorporates or links with the licensed software or code, including any version of the licence known as the Free Software Foundation's General Public Licence ("GPL") or any licence substantially similar to the GPL.

8. Confidentiality

- 8.1. Each party agrees with the other not to divulge or allow to be divulged any confidential information relating to the other's business or affairs other than to its employees, associates or contractors who are subject to appropriate non-disclosure undertakings (if required), or where the other party has consented to such disclosure or where required by law to make such disclosure. Either party may upon termination of this Agreement require by notice in writing to the other party the destruction or return of any confidential material in that party's possession or control. The confidentiality obligation set out in this clause 8.1 shall expire [5] years after the expiry or termination of the Scope of Services to which such confidential information relates
- 8.2. We shall be entitled to refer to the provision of Services to you for any purpose in connection with our business provided that prior to any published reference to you we shall give you an opportunity to object to such reference and in the event of your objection upon reasonable grounds will not refer to you as proposed.
- 8.3. Either party may provide suggestions, comments or other feedback to the other with respect to the other's business, products and services. Feedback is voluntary and the party receiving feedback may use it for any purpose without obligation of any kind except that the party receiving feedback will not disclose the source of feedback without the consent of the party providing it.
- 8.4. We shall be entitled to display your registered and unregistered trademarks for the purposes of its marketing materials save that we will provide you with opportunity to object to such display and in the event of your objection upon reasonable grounds will not display such marks as proposed.
- 8.5. We will not be subject to any restriction in respect of future work projects, clients or Associates. In addition it is agreed that we and our Associates are free to use information which they remember including know-how, ideas, concepts or techniques (provided that this shall not entitle us or our Associates to disclose your confidential business information).
- 8.6. You may not disclose or discuss with our Associates any of the terms of this contract or the terms of any Scope of Services or other contract or arrangement between you and us including for the avoidance of doubt any contract price payable. Any such discussions or disclosures may only be between you and the contact referred to in our Scope of Services.

9. Change to Services

- 9.1. If at any time you wish to change the scope or nature of the Services for a Project then you must inform us as soon as possible. In addition we will inform you as soon as possible in the event that we discover that your requirements have changed or that the assumptions on which we have accepted an engagement are incorrect.
- 9.2. Upon either party notifying the other of a necessary change to the Services for a Project we may issue an amendment to the Scope of Services setting out a revised scope of Services, any changes to the fees due for the Project and any other necessary changes. If a revised Scope of Services is agreed the Project will continue on the basis of the revised Scope of Services. In the event that the parties are unable to agree the terms of the revised Scope of Services then the Services will continue on the basis of the previous Scope of Services.

10. Termination of this Agreement (or a Project)

- 10.1. You will be entitled to terminate this Agreement (and any Project then in progress) on notice to us in the event that:
 - a) We cease to trade, becomes insolvent, or becomes unable to pay our debts as they fall due; or
 - b) We fail to provide the Services as required under these terms for a continuous period of 30 days or more; or
 - c) We are in material breach of any other provision of our agreement with you.

PROVIDED ALWAYS that in the case of any breach capable of remedy you have provided us with a period of 30 days to remedy the breach. In the event of termination by you under this clause you will be liable to pay a termination fee equal to our charges for any work carried out up to the date of termination.

- 10.2. We will be entitled to terminate this agreement (and any Project then in progress) on notice to you in the event that:
 - a) You fail to pay any invoice when due (whether such invoice relates to our expenses, charges or both); or
 - b) You cease to trade, become insolvent, or become unable to pay your debts as they fall due; or
 - c) You fail to cooperate with us in the performance of our Services; or
 - d) You are in material breach of any other provision of our agreement with you.

PROVIDED ALWAYS that in the case of any breach capable of remedy we have provided you with a period of 30 days to remedy the breach. In the event of termination by us under this clause you will be liable to pay a termination fee equal to our charges for any work carried out up to the date of termination plus (in the event of termination under clauses 10.2 (a), b), (c) or(d)) an amount equal to a) 50% of the remaining fees which would be payable for that Project or b) (if higher, or if the Project was an open-ended Project without a predetermined completion date) the reasonable charges we would have been entitled to charge in the event that the Project had continued for 60 days following the date of termination.

10.3. You agree that the termination payments specified above are a reasonable pre-estimate of the losses which we would suffer in the event of termination having regard to:

- a) The necessity of us planning in advance the time of our Associates;
- b) The fact that other engagements may have been declined to accept a Project; and
- c) The staff and other costs incurred by us in the event of termination.

10.4 All terms of this Agreement which are capable of surviving termination will continue in full force and effect following termination of this Agreement including in particular without limitation clauses 7, 8, 12 and 13.

11. Our Associates

- 11.1. We shall have discretion as to which of their Associates are assigned to perform the Services and may use our employees or self-employed associates to perform Services on your behalf where specific skills, experience or capabilities are required.
- 11.2. From time to time a given Associate may be unavailable to carry out a Project and in those circumstances we will be entitled to provide a suitably qualified substitute Associate.
- 11.3. We are an independent contractor and no employment relationship will be created by any provision of Services by us to you. We, and our Associates, will not be subject to directions from you as to the manner in which work is performed and we shall be entitled to subcontract any of their rights or duties under this agreement.

12. Liability and Insurance

- 12.1. You agree that our liability in respect of any loss under their agreement with you shall be limited in accordance with these Terms.

- 12.2. We will not be liable to you for any indirect or consequential loss or damage such as lost profit, loss of anticipated savings, data loss, lost opportunity, lost bargain, lost reputation or otherwise and whether caused by Our negligence, the negligence of their employees or agents or otherwise.
- 12.3. Our aggregate liability including the liability of our Associates in relation to any Project will be limited to the amount paid to us under the relevant Scope of Services, or, in the absence of the Scope of Services or in the event that services are provided free of charge our liability will be limited to £5,000. We will not be liable to any party other than the person to whom the Scope of Services is addressed. If the Scope of Services is addressed to more than one party then our limit of liability will be allocated between those parties.
- 12.4. No claim may be brought against us in relation to any Project more than 24 months following the date of completion of that Project (or in the event that the Project was not completed, the last date on which services were provided in relation to that Project).
- 12.5. You accept that the limitations of our liability set out above are reasonable in all the circumstances given the numerous variables and uncertainties associated with the projects on which we are engaged.

13. Non-solicitation of Our Associates

- 13.1. You undertake that you (including for the purpose of this clause any subsidiary group or associated company, or any person connected with you, directly or indirectly (whether on your own account or on behalf of another)), shall not, without our prior written consent, either:
- a) whilst the Project is still ongoing; or
 - b) within a period of 6 months after the end of the Project;
- directly or indirectly entice away or endeavour to entice away from us to provide any work or services any person who during the previous 12 months who:
- c) has been engaged in any role on the Project; and
 - d) has been employed by us (or otherwise engaged by us in the case of non-employees or self-employed contractors).
- 13.2. In the event that you are in breach of the undertaking in clause 13.1 you agree to pay liquidated damages of a sum equal to an amount that is equivalent to 35% of the persons concerned annual salary (or total contract fee in the case of self-employed contractors) in their new position.

14. Complaints and Dispute Resolution

- 14.1. In the event that you are dissatisfied in any way with any aspect of our service in relation to the Project we would encourage you to handle the issue through the Product Owner and our staff working on the Project in the first instance.
- 14.2. If a more informal resolution cannot be arrived at you should notify us as soon as possible by sending an email to our Directors setting out details of the issue. We will endeavour to resolve the issue in consultation with you within 7 days of receipt of the email.
- 14.3. If the issue remains unresolved 7 days following the email (or, if later, 7 days following any agreed timings for resolving the issue) or if you have a serious complaint to bring to our attention then you may bring a formal complaint by sending an email headed 'Complaint' to our Directors. We will endeavour to resolve the issue in consultation with you within 14 days.
- 14.4. In the event that a Complaint is not resolved within the 14 day period set out above or in the event of a serious dispute arising between the parties in connection with the project or this Agreement, the parties will in good faith seek to resolve that dispute through mediation. If the dispute is not resolved within 30 days or one of the parties refuses to participate in mediation, the dispute may be resolved by way of litigation. Nothing in this clause shall prevent either party seeking a preliminary injunction or other judicial relief at any time if in its judgement such action is necessary nor shall we be precluded from issuing proceedings or taking any other steps in relation to the non-payment of monies due.

15. Data Protection

- 15.1. The parties agree to comply with their respective obligations under the Data Protection Legislation in the processing of personal data. This clause does not relieve, remove or replace a party's obligations under the Data Protection Legislation.
- 15.2. For the purposes of this Agreement, "Data Protection Legislation" means all applicable laws and regulations relating to the processing of personal data and privacy as may be applicable from time to time, including the Data Protection Act 2018, the GDPR (EU General Data Protection Regulation 2016/679), the retained EU law version of the GDPR (UK GDPR) and any successor legislation or as amended from time to time.
- 15.3. The parties acknowledge and agree that in respect of any personal data processed by us as a data processor for and on your behalf, the parties shall comply with their respective obligations as set out in Schedule 2.

16. General

- 16.1. Each of the parties warrants its power to enter into this Agreement and has obtained all necessary approvals to do so.
- 16.2. Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible, whereupon all money accrued due under this Agreement shall be paid.
- 16.3. Each party acknowledges that this Agreement (as varied) and the conditions contain the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it. In particular, it is agreed that any terms and conditions or other contractual documentation maintained by you or your affiliates or contained in any purchase order or which you purport to apply to the subject matter of this Agreement will not apply.
- 16.4. Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery, registered post, fax or email to the address of the relevant party shown on at the start of this Agreement or such other physical or electronic address as may be notified by one party to the other.
- 16.5. Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.
- 16.6. This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.
- 16.7. This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which will be an original and all of which together shall constitute one instrument. This Agreement shall not be effective until each of the parties has executed at least one counterpart.
- 16.8. Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in England or Wales.
- 16.9. If any provision of this Agreement is, or is found to be, illegal, invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall not be affected by such illegality, invalidity or unenforceability.

- 16.10. Failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or the right at any time subsequently to enforce all terms and conditions of this Agreement.

Signatures

AS WITNESS the hands of the parties the day and year first written before

Signed by [customer signatory]

For and on behalf of

[customer name]

Signed by [Unboxed signatory]

For and on behalf of

Unboxed Consulting Limited

Schedule 1

Scope of Services

The scope of work:

Commencement Date and Timescales:

Fees and Expenses:

Associates:

IP/ Output:

Resources:

Contact Details:

Schedule 2

Data Processing Schedule

1. Definitions

- 1.1 In this Schedule, except where the context otherwise requires, the following words and expressions shall have the following meanings.

Data Protection Legislation means all applicable laws and regulations relating to the processing of personal data and privacy as may be applicable from time to time, including the Data Protection Act 2018, the GDPR (EU General Data Protection Regulation 2016/679), the retained EU law version of the GDPR (UK GDPR) and any successor legislation or as amended from time to time.

Controller, Processor, Data Subject, Personal Data and Processing shall have the same meaning as in the Data Protection Legislation, and their cognate terms shall be construed accordingly.

2. Controller and Processor

- 2.1 For the purposes of the Data Protection Legislation and this Schedule 1, you are the Controller and we are the Processor. The table at paragraph 9 below sets out the scope, nature and purpose of the Processing, the duration of the Processing, the types of Personal Data and categories of Data Subject.

- 2.2 We agree that we will not process Personal Data other than:

2.2.1 as set out in this Schedule;

2.2.2 on your written instructions; or

2.2.3 unless required by law in which case we agree (to the extent permitted by law) to inform you of that legal requirement before such processing.

3. Protection Measures

- 3.1 We agree that all staff who have access to and/or process Personal Data will be legally bound by appropriate confidentiality obligations.

- 3.2 We will ensure that we have in place appropriate technical and organisational measures to ensure that Personal Data is subject to an appropriate level of security, including to the extent required the measures referred to in Article 32(1) of the GDPR/UK GDPR (as the case may be).

- 3.3 In reaching judgement as to the appropriate level of security, we will take into account current technology, costs of implementation and the nature, scope, context and purposes of the processing undertaken as well as the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage of the Personal Data.

4. Transfers outside of the UK and EEA

- 4.1 We will not process or transfer any Personal Data outside of the UK or the European Economic Area ("EEA") unless we have your prior written consent or there are appropriate safeguards in place in accordance with Chapter 5 of the GDPR/UK GDPR (as the case may be), in relation to the transfer and we are providing an adequate level of protection to any Personal Data that is transferred.

5. Data Breach

- 5.1 We will assist you in ensuring compliance with your obligations pursuant to Articles 32 – 36 GDPR/UK GDPR including, without limitation, notifying you without undue delay upon becoming aware of any Personal Data breach affecting Personal Data. We will assist you in responding to any request from a Data Subject and in ensuring compliance with your obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

6. Records and Audit

- 6.1 We will maintain complete and accurate records and information to demonstrate compliance with this Agreement and Data Protection Legislation and will cooperate with and allow for audits by you or our designated auditor in relation to the Processing of Personal Data by us (including, without limitation, making available all information necessary to demonstrate compliance with Article 28 GDPR/UK GDPR).

7. Third Party Processors

- 7.1 We agree not to use any third party processor without your prior written consent. With respect to each third-party processor, we will only engage such processor if a written contract or other agreement is in place that is binding on the third party processor and ensure that the applicable terms with that processor will offer at least the same level of protection for Personal Data as those set out in this Schedule and which meet the requirements of Article 28(3) of the GDPR/UK GDPR (as the case may be). As between you and us, we will remain fully liable for all acts or omissions of any third-party processor appointed by us.

- 7.2 Without prejudice to the above, you consent to us continuing to use any third-party processor already engaged by us at the date of the Agreement, or otherwise in respect of our core IT and business support functions and systems.

8. Effect of Termination

- 8.1 We will upon termination of the Agreement or Schedule (howsoever arising) or at any other time requested by you, delete or return all Personal Data to you. We may retain Personal Data if required by law only to the extent and for such period as required by those laws.

9. Data Processing Activity

- 9.1 The following table includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR/UK GDPR.

Subject matter and duration of the Processing of the Personal Data	Personal Data may be processed by us in the course of the provision of Services under the Agreement Personal Data will be held and processed for as long as the Agreement remains in force
Nature and purpose of the Processing of Personal Data	Collection of data Recording of data Organisation of data Structuring of data Storage of data Adaptation of data Alteration of data Combining data Erasure of data Destruction of data The Personal Data is processed for the purposes of facilitating the provision of

	Services by us to you pursuant to the Agreement
Type(s) of Personal Data to be Processed	[insert]
Categories of Data Subject to whom the Personal Data relates	[Clients/customers and prospective clients/ customers of yours]
Our obligations and rights in relation to the processing	As set out in this Schedule.