



Supplier Terms & Conditions

G-Cloud 15 Notice

This document sets out Clarasys' standard terms and conditions for consultancy and advisory services.

For services supplied under the *RM1557.15 G-Cloud 15 framework*, this document is provided for information and convenience only. It is intended to operate as Supplier Licence Terms / Supplier Service-Specific Terms for our G-Cloud 15 offerings, applicable only to the extent that they are compatible with:

- The **G-Cloud 15 Framework Contract** (including all General Terms, Framework Schedules, and Joint Schedules); and
- Any applicable **Call-Off Contract** (including the Order Form and Call-Off Schedules) entered into with each Buyer.

These terms are intended to provide additional detail alongside the G-Cloud 15 framework. In the interest of clarity for the Buyer, **the framework and Call-Off terms remain the primary governing documents**, with these terms supplementing where relevant to that core agreement.

Clarasys is committed to complying with the terms of the *RM1557.15 G-Cloud 15 framework*. Where appropriate, we will discuss and agree upon any service-specific clarifications or supplementary terms with Buyers at the Call-Off Contract level, in accordance with framework regulations.

Clarasys Ltd. *Standard Terms and Conditions for Services*

Background

Clarasys is in the business of providing management consultancy and business advisory services. The Client wishes to obtain and Clarasys wishes to provide Consultancy services on the terms set out in this Agreement.

Agreed terms

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in this agreement:

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Agreement: has the meaning of this Agreement and related Statements of Work.

Applicable Laws: all applicable laws, statutes, and regulations from time to time in force.

Business Day: a day other than a Saturday, Sunday or public holiday in England when the banks in England are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Clarasys Materials: means any software, databases, interfaces, documentation or other materials to be provided or made available by Clarasys to Client and in which the Intellectual Property Rights are owned by Clarasys (i) having been created on or before the date of this Agreement, or (ii) having been created by or for Clarasys independently and not pursuant to the Services and/or Deliverables.

Client's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in a Statement of Work.

Client Materials: all documents, software, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to Clarasys in connection with the Services, including the items provided pursuant to a SoW.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation,

the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Deliverables: any output of the Services to be provided by Clarasys to the Client as specified in a SoW.

Force Majeure Event: any event or circumstance or combination of events or circumstances which is beyond the reasonable control of, and not the result of the negligent or intentional actions or omissions of, or caused by, the Party claiming the Force Majeure Event and is unavoidable or could not be prevented or overcome by the reasonable efforts and due diligence of the claiming party, such as natural disasters or other acts of God.

Intellectual Property Rights (IPR): patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in which subsist or will subsist now or in the future in any part of the world.

Mandatory Policies: the Client's business policies as set out in a SOW.

Milestone: a date by which all of part of the Services is to be completed as set out in a SoW.

Services: the services which are to be provided by Clarasys under a SoW.

SoW Charges: the sums payable for the Services as set out in a SoW.

Statement of Work or SoW: a detailed plan, describing the services to be provided by Clarasys, the timetable for their performance and the related matters as signed by both parties.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

A reference to writing or written includes email.

Any obligation on a party not to do something includes an obligation for the party to make all arrangements that can reasonably be expected to not allow that thing to be done.

2. Commencement and duration

- 2.1 This Agreement shall become effective on the date when it has been signed by all the Parties and shall continue, unless terminated earlier in accordance with clause 13, until either Party gives to the other Party written notice to terminate the said Agreement. Such termination (other than under clause 13) shall take effect on the completion of all SoWs entered into before the date on which it is served.

- 2.2 If there are no uncompleted SoWs as at the date the notice to terminate is served under clause 2.1, such notice shall terminate this agreement with immediate effect.
- 2.3 The parties shall not enter into any further SoWs after the date on which notice to terminate is served under clause 2.1.

3. Scope of services and Statements of Work

- 3.1 Clarasys shall provide Services to Client which are specified in SoWs agreed by the Parties pursuant to clause 4. SoWs constitute an integral part of this Agreement.
- 3.2 Clarasys shall provide the Services under the terms and conditions and from the date specified in the relevant SoW.
- 3.3 A SoW under this Agreement shall only become binding on both parties once it is signed by both parties. No changes may be made to a SOW unless agreed by way of written amendment to the SOW.

4. Clarasys's responsibilities

- 4.1 Clarasys shall perform the Services in accordance with the degree of professional skill, care and diligence shown by a professional performing services of a comparable scope, purpose and magnitude customarily provided in the performance of such Services.
- 4.2 Clarasys shall use reasonable endeavours to provide the Services, and deliver the Deliverables to the Client, in accordance with a SoW in all material respects.
- 4.3 Clarasys shall use reasonable endeavours to meet any Milestones.
- 4.4 Clarasys shall appoint a manager in respect of the Services to be performed under each SoW, such person as identified in the SoW. That person shall have authority to contractually bind Clarasys on all matters relating to the relevant Services. Clarasys shall use all reasonable endeavours to ensure that the same person acts as Clarasys's manager throughout the term of the relevant SoW, but may replace that person from time to time where reasonably necessary in the interests of Clarasys's business, subject to Clarasys providing prior notification to Client.
- 4.5 Clarasys shall use reasonable endeavours to observe all health and safety and security requirements that apply at the Client's premises and that have been communicated to it in accordance with this Agreement.
- 4.6 Clarasys shall provide the Services in accordance with any Mandatory Policies, and Applicable Laws.
- 4.7 Clarasys shall maintain with an insurer or insurers of repute reasonable levels of insurance covering to an appropriate degree the liability that Clarasys has under this Agreement. The amount of such insurance shall not affect its liability to Client under the terms of this Agreement. Upon reasonable request by Client, Clarasys shall provide documentary evidence of the insurance cover.
- 4.8 Clarasys shall ensure that any personnel engaged to perform the Services under this Agreement and SOWs shall have appropriate qualifications and competence, including any skills, knowledge, level of expertise or experience specified in the SoW.

- 4.9 Clarasys shall use reasonable endeavours to ensure that each member of Staff providing the Services shall remain engaged and/or involved during the continuation of the Services. Where Clarasys substitutes alternative personnel it shall ensure that Client is given prior written notice and that Client does not pay for any handover time.

5. Client's obligations

5.1 The Client shall:

- a. co-operate with Clarasys in all matters relating to the Services;
- b. appoint a manager in respect of the Services to be performed under each SoW, such person as identified in the SoW. That person shall have authority to contractually bind the Client on all matters relating to the relevant Services;
- c. provide, for Clarasys, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by Clarasys including any such access as is specified in a SoW;
- d. provide to Clarasys in a timely manner all documents, information, items and materials in any form (whether owned by the Client or a third party) required under a SoW or otherwise reasonably required by Clarasys in connection with the Services and ensure that they are accurate and complete;
- e. inform Clarasys of all health and safety and security requirements that apply at the Client's premises; and
- f. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Clarasys to provide the Services, including in relation to the use of all Client Materials and the use of the Client's Equipment, in all cases before the date on which the Services are to start.

- 5.2 If Clarasys's performance of its obligations under this agreement is delayed by any act of the Client, its agents, subcontractors, consultants or employees then, Clarasys shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

6. Non-solicitation

- 6.1 The Client shall not, without the prior written consent of Clarasys, at any time from the date on which any Services commence to the expiry of 6 months after the completion of such Services, solicit or entice away from Clarasys or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Clarasys in the provision of such Services.
- 6.2 Any consent given by Clarasys in accordance with clause 6.1 shall be subject to the Client paying to the Supplier a sum equivalent to 3 months of the then current annual remuneration of Clarasys's employee, consultant or subcontractor or, if higher, 3 months of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.

7. Amendments

Either party may propose changes to this Agreement or a SOW but no proposed changes shall come into effect until such changes have been approved and an agreement or SOW reflecting such changes is signed by both parties.

8. Charges and payment

- 8.1 In consideration of the provision of the Services by Clarasys, the Client shall pay the SoW Charges.
- 8.2 Where the SoW Charges are calculated on a time and materials basis:
- a. Clarasys's fee rates for each individual person as set out in are calculated on the basis of a 7.5 hour day, worked during Business Hours; and
 - b. Clarasys shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and Clarasys shall indicate the time spent per individual in its invoices.
- 8.3 Where the SoW Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in a SoW.
- 8.4 The SoW Charges exclude the following, which shall be payable by the Client monthly in arrears provided Client has approved such expenses, following submission of an appropriate invoice:
- a. the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Clarasys engages in connection with the Services in accordance with the Client policies and procedures and prior approval; and
 - b. the cost to Clarasys of any materials or services procured by Clarasys from third parties for the provision of the Services as such items are set out in the SoW or approved by the Client in advance from time to time.
- 8.5 Clarasys shall invoice the Client for the SoW Charges at the intervals specified, or on the achievement of the Milestones indicated, in the SoW. If no intervals are so specified, or Client fails to carry out its obligations in accordance with a SOW to complete or sign off a Milestone, Clarasys shall invoice the Client at the end of each month for Services performed during that month.
- 8.6 The Client shall pay each invoice submitted to it by Clarasys within 30 days of receipt to a bank account nominated in writing by Clarasys.
- 8.7 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Clarasys any sum due under this agreement on the due date:
- a. the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
 - b. Clarasys may suspend part of the related Services until payment has been made in full.
- 8.8 All sums payable to Clarasys under this agreement:
- a. are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

- b. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Intellectual property rights

- 9.1 All IPR including rights in any patent, copyright, trademark, trade dress, industrial design and trade name including goodwill, relevant registrations or applications for registration, in the Deliverables ("Intellectual Property"), will be the sole property of the Client, subject to all SOW Charges which are due and payable having been paid to Clarasys in full. The use of the Intellectual Property by the Client will be unrestricted unless otherwise restricted under a SoW. Subject to receipt of payments due, Clarasys assigns to Client absolutely with full title guarantee all its right, title and interest in and to the copyright and all other rights (including without limitation all rights under Part II of the CDPA) throughout the world in all media whether now known or hereafter developed for the full period of copyright and all renewals, revivals, reversions and extensions thereof (and thereafter, insofar as Clarasys is able, in perpetuity) including by way of present assignment of future copyright and all other rights in the Deliverables.
- 9.2 Except as specifically required for the performance of its obligations in this Agreement, no right, title or license is granted to Clarasys in relation to the Client's Materials.
- 9.3 All IPR in the Clarasys Materials, and Background IP will remain vested in Clarasys. For the purposes of this clause, "Background IP" means all Intellectual Property Rights in Clarasys' materials, methodologies, technologies, procedures, concepts or ideas developed or used by Clarasys and incorporated into the Deliverables. Clarasys licences the Background IP to Client solely to the extent necessary for Client to use the Deliverables in accordance with this Agreement.
- 9.4 If a third party asserts a claim against Client that a Deliverable acquired under this Agreement infringes that third party's IPR, Clarasys will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by Clarasys, provided that Client promptly: (i) notifies Clarasys in writing of the claim; (ii) supplies information requested by Clarasys; and (iii) allows Clarasys to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts
- 9.5 Clarasys shall have no obligation under clause 9.4 to the extent the infringement arises from:
 - a. the use of Client Materials in the development of, or the inclusion of the Client Materials in any Deliverable;
 - b. any modification of the Services or any Deliverable, other than by or on behalf of Clarasys; and
 - c. compliance with the Client's specifications or instructions.
- 9.6 If a third party asserts a claim against Clarasys that use of the Client Equipment or Client Materials under this Agreement infringes that third party's IPR, Client will defend Clarasys against that claim and pay amounts finally awarded by a court against Clarasys or included in a settlement approved by Client, provided that Clarasys promptly: (i) notifies Client in writing of the claim; (ii) supplies information requested by Client; and (iii) allows Client to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.

10. Data protection

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and Clarasys is the processor. If applicable, each Statement of Work shall set out the scope, nature and purpose of processing by Clarasys, the duration of the processing and the types of personal data and categories of data subject.
- 10.3 Without prejudice to the generality of clause 10.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Clarasys for the duration and purposes of this agreement.
- 10.4 Without prejudice to the generality of clause 10.1, Clarasys shall, in relation to any personal data processed in connection with the performance by Clarasys of its obligations under this agreement:
- a. process that personal data only on the documented written instructions of the Client unless Clarasys is required by Applicable Laws to otherwise process that personal data. Where Clarasys is relying on Data Protection Legislation as the basis for processing personal data, Clarasys shall promptly notify the Client of this before performing the processing unless Applicable Laws prohibit Clarasys from so notifying the Client;
 - b. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - c. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - d. not transfer any personal data outside of the UK unless the prior written consent of the Client has been obtained and (i) the Client or Clarasys has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) Clarasys complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and (iv) Clarasys complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data.
 - e. assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - f. notify the Client without undue delay on becoming aware of a personal data breach;

- g. at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the personal data; and
 - h. maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and allow for audits by the Client (conducted on reasonable notice and in a way not to materially impact the day to day business of Clarasys) or the Client's designated auditor
 - i. immediately inform the Client if, in the opinion of Clarasys, an instruction infringes the Data Protection Legislation.
- 10.5 The Client does not consent to Clarasys appointing any third party processor of personal data under this agreement, except where the parties have agreed otherwise under a SoW.
- 10.6 Either party may, at any time on not less than 30 days' notice, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

11. Confidentiality

- 11.1 Each party undertakes that it shall not at any time during this agreement, and for a period of three years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, Clients, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's confidential information:
- a. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
 - b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement. For the avoidance of doubt this confidentiality clause and this agreement shall replace the terms of any non disclosure agreement signed by the parties prior to the date of this Agreement.

12. Limitation of liability

- 12.1 Nothing in this agreement shall limit or exclude Clarasys's liability for: death or personal injury caused by its negligence; fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 12.2 Subject to clause 12.2, Clarasys shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for any: loss of profits; loss of sales or business; loss of agreements or

contracts; loss of anticipated savings; loss of or damage to goodwill; any indirect or consequential loss.

- 12.3 Subject to clause 12.1, Clarasys's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to 150% of the aggregate Charges paid by Client to Clarasys in respect of the Statement of Work from which the liability arises.
- 12.4 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.
- 12.5 The warranties and representations set forth in the Agreement are the exclusive warranties and representations from Clarasys and replace all other warranties and representations, including any implied warranties or conditions (whether by Client or statute) of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose.

13. Termination

- 13.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- a. the other party commits a material breach of any term of this agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - b. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - c. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - d. becomes insolvent, goes (or threatens to go) into administration or suffers an event of insolvency; or
 - e. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 13.2 Without affecting any other right or remedy available to it, Clarasys may terminate this agreement with immediate effect by giving written notice to the Client if:
- a. the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
 - b. there is a change of control of the Client, resulting in Client being controlled by a) a competitor of Clarasys or b) a competitor of any other client of Clarasys, where Clarasys is restricted from dealing with a competitor of such client.

14. Consequences of termination

14.1 On termination or expiry of this agreement under clause 13:

- a. all existing Statements at Work shall terminate automatically with a refund of Client advance payment(if any);
- b. the Client shall immediately pay to Clarasys all of Clarasys's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Clarasys may submit an invoice, which shall be payable within 30 days from receipt;
- c. the Client shall, return all of Clarasys's Equipment.
- d. Clarasys shall on request return any of the Client Materials not used up in the provision of the Services; and
- e. the following clauses shall continue in force: clause 1 (Interpretation), clause 6 (Non-solicitation), clause 9 (Intellectual property rights), clause 11 (Confidentiality), clause 12 (Limitation of liability), clause 14 (Consequences of termination), clause 16 (General).

14.2 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.

15. Transfer of employees

15.1 In this clause 15, the following definitions shall apply:

- a. "Clarasys Employee" means any person employed or engaged or formerly employed or engaged by Clarasys or an affiliate or contractor of Clarasys to deliver the Services;
- b. "Employment Liabilities" means without limitation: (i) all emoluments and outgoings of employment including but not limited to wages, bonuses, commissions, holiday entitlement, PAYE, National Insurance contributions and pensions contributions; and (ii) any costs, claims, demands, liability to taxation, fines or expenses (including reasonable legal and other professional expenses), losses, damages, compensation and other liabilities arising from the Transfer Regulations or the termination of employment;
- c. "Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 in the United Kingdom as amended, re-enacted or consolidated from time to time; and
- d. "Unexpected Transferring Employee" or "UTE" means a Clarasys Employee whose contract of employment or engagement transfers or is alleged to transfer to Client pursuant to the Transfer Regulations.

15.2 The parties do not anticipate that the Transfer Regulations will apply on the cessation of Services and that, as such, no Clarasys Employee's employment or engagement is anticipated to transfer to Client pursuant to the Transfer Regulations at any time.

15.3 If either party becomes aware of any UTE:

- a. it shall notify the other as soon as is reasonably practicable of the identity of that person; and

- b. Clarasys shall provide such information in relation to the terms of employment or engagement (as applicable) of that person as Client may reasonably require.
- 15.4 Clarasys shall be liable to Client in respect of any Employment Liabilities that Client may suffer or incur which arise out of or in connection with:
- a. any claim or demand by any UTE or a trade union or other body or person representing a UTE (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of Clarasys on or before any transfer date; and
 - b. any failure by Clarasys to comply with its obligations under regulations 13 and 14 of the Transfer Regulations, or any award of compensation under regulation 15 of the Transfer Regulations, save where such failure arises from the failure of the Client and/or any new supplier to Client to comply with its or their duties under regulation 13 of the Transfer Regulations.

16. General

- 16.1 Force Majeure. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from any Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations provided that as soon as reasonably practicable after the start of the Force Majeure Event, it notifies the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect on its ability to perform any of its obligations under the agreement or a Statement of Work. If the Force Majeure Event continues for more than 30 days, the party not so affected may terminate this agreement or a specific Statement of Work, by giving at least 14 days' prior written notice to the affected party.
- 16.2 Anti-bribery. The parties shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010 and undertake that they will have and maintain in place throughout this agreement, policies and procedures to ensure compliance with such act and any other equivalent applicable legislation, and will enforce them where appropriate. Each party undertakes to report promptly to the other, any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of this agreement.
- 16.3 Entire Agreement. This agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, written or oral with respect thereto.
- 16.4 Notices. All notices to be given under this agreement shall be given in writing to the address stated at the beginning of this agreement, or to such other address as shall be given by either party to the other in writing. Any notice involving non-performance, breach or termination shall be hand-delivered or sent by recognized overnight courier or by certified mail, return receipt requested with a copy by email. Notices given by either party relating to anything other than non-performance, breach or termination may be sent by e-mail to the person(s) specified by either party from time to time. A notice is deemed to have been received (i) if delivered personally or by recognized courier, at the time of delivery; or (ii) in the case of pre-paid first-class post or recorded delivery, 48 hours from the date of posting; or (iii) if sent by email, at 9.00 am (local time) on the day after the notice was sent.
- 16.5 Waiver. Any delay by either party in exercising its rights shall not constitute a waiver of such rights under this agreement.

- 16.6 No partnership or agency. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, or constitute any party the agent of another party.
- 16.7 Assignment. Neither party shall assign or transfer, or purport to assign or transfer, a right or obligation under this agreement, except with the prior written consent of the other party, not to be unreasonably withheld (provided that such party giving consent may make such consent conditional, at its discretion). This clause shall not prevent Clarasys from assigning its rights under this agreement to any undertaking which acquires Clarasys's business or the part of that business which involves the provision of the Services, without obtaining consent from the Client.
- 16.8 Subcontracting. Clarasys may not subcontract Services under a SOW except where expressly stated in a SOW and agreed by Client. Where Clarasys is expressly permitted to subcontract Services under a SoW, Clarasys shall ensure that it obtains written representations, confirmations and undertakings relating to confidentiality and data protection in substantially the same terms set out in this agreement from each of its sub-contractors. Clarasys shall remain liable to Client for any subcontractor it engages.
- 16.9 Counterparts. This agreement may be executed in any number of counterparts which together shall constitute one agreement, however this agreement shall not take effect until it has been executed by all parties. Delivery of an executed signature page of a counterpart by PDF format sent by email shall take effect as delivery of an executed counterpart of this agreement. Each party shall provide the others with the original of such page within 10 working days of the date of this agreement.
- 16.10 Severance. The invalidity, illegality or unenforceability of a provision of this Agreement does not affect or impair the continuation in force of the remainder of such provision or the remainder of this Agreement.
- 16.11 No Third Party Rights. No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms and the operation of the Contracts (Rights of Third Parties Act) 1999 is hereby excluded.
- 16.12 Governing Law and Jurisdiction. This agreement and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law, and each party irrevocably submits to the jurisdiction of the courts of England (subject to clause 16.13).
- 16.13 Dispute Resolution. If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause:
- a. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Client Manager and Clarasys Manager (as set out in the relevant Statement of Work) shall attempt in good faith to resolve the Dispute;
 - b. if the Client Manager and Clarasys Manager are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Operating Officer of the Client and the CEO of Clarasys who shall attempt in good faith to resolve it; and

- c. if the Chief Operating Officer of the Client and the CEO of Clarasys are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.

No party may commence any court proceedings under clause 16.13 in relation to the whole or part of the Dispute until 60 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay. A party may commence court proceedings before 60 days after service of the ADR notice where the other party fails to participate or continue to participate in the mediation during this period.