

EXTERNAL IN CONFIDENCE

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G-Cloud 15 Lots 1-3

MASS Services Agreement
MC/C02397/CORXXX/XX

January 2026

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This Services Agreement (the 'Services Agreement') is entered into between:

Mass Consultants Limited, registered under company number 01705804 in England and Wales, whose

registered office is at Enterprise House, Great North Road, Little Paxton, St. Neots, Cambridgeshire, PE19 6BN

(hereinafter referred to as "Supplier")

And

xxxx, whose registered office is at xxxxx (hereinafter referred to as "Customer")

The Customer and the Supplier being referred in this Services Agreement individually as "Party" and together as "Parties".

1. Definitions and Interpretation

1.1 In this Services Agreement the following expressions shall have the following meanings:

Background IP	shall mean either such Intellectual Property as exists prior to the Effective Date of this Services Agreement or such Intellectual Property as is developed otherwise than through the Supplier's performance of this Services Agreement.
Deliverables	shall mean any training material, reports, results or any other item or material required by the Services.
Effective Date	shall mean the date of the last signature on this Services Agreement Foreground IP shall mean the Intellectual Property generated through the Supplier's Performance of this Services Agreement.
Force Majeure Event	shall mean any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract including but not limited to riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare, acts of a Crown Body, local government or regulatory bodies, fire, flood, or earthquake or any disaster.
Intellectual Property (IP)	shall mean without any limitation all inventions, patents, designs (whether registered or unregistered), utility models, trademarks, trade secrets, know-how, software, discoveries, improvements, processes, concepts, models, drawings, secret formulae, confidential or proprietary information including where relevant any applications in respect of or rights to apply for the same.
Intellectual Property Rights	shall mean all rights in inventions, patents, designs whether registered or not, utility models, trademarks, trade secrets, know-how, software, discoveries, improvements, concepts, models, drawings, secret formulae and processes and all rights to confidential or proprietary information and all other rights of a similar nature throughout the world including all applications for any such protection and rights to apply for any of the same.

Representatives	shall mean a Party's agents, employees, officers, and directors, or any of the Party's sub-contractors. Services shall the work as detailed in the G-Cloud 15 Order Form, G-Cloud 15 Call-Off Contract, this Services Agreement and a purchase order issued by the Customer to be performed by the Supplier.
Service Delivery Milestone	shall mean a recognisable point in the performance of a Service that reflects progress, which when achieved and if documented on the G-Cloud 15 documentation entitles the Supplier to submit an invoice for part payment of the Service Fee.
Service Fee	shall mean the total payable to the Supplier by the Customer for the Supplier performing of the Services in accordance with the parameters defined on the associated G-Cloud 15 documentation. The Service Fee shall, except Value added Tax (VAT), be inclusive of all taxes, duties and like charges that may be payable in the United Kingdom, the country of origin of any Services or the country of delivery of any Deliverables.
Third Party	shall mean any individual, entity or company who is not a Party to this Services Agreement.

2. Basis of Agreement

- 2.1 The terms and conditions stated within this document shall only apply to Services procured through the G-Cloud 15 framework, through a comprehensively detailed G-Cloud 15 Order Form.
- 2.2 To the extent there is any inconsistency, ambiguity or conflict between the terms of the documentation, the order of precedence shall be as follows:
 - 2.2.1 G-Cloud 15 Framework Agreement terms (where applicable)
 - 2.2.2 G-Cloud 15 Order Form terms (where applicable);
 - 2.2.3 G-Cloud 15 Call-Off Contract terms (where applicable);
 - 2.2.4 This Services Agreement;
 - 2.2.5 Any special conditions stated within a purchase order, issued by the Customer to the Supplier for the Services
- 2.3 In this Services Agreement, headings are for convenience only and shall not be used in construing any provision of the Services Agreement, and the singular shall be deemed to include the plural and the plural shall be deemed to include the singular as the context may require.
- 2.4 Any reference to laws means those laws as they may from time to time be amended, extended, consolidated, re-enacted or replaced.

3. Scope

- 3.1 The legal relationship between the Parties shall be solely that of independent contractors and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing contained herein shall be construed as authorising either Party to act as an agent of the other Party.
- 3.2 The Supplier shall be responsible for fulfilling its obligations under this Services Agreement through identifying, accessing and committing the necessary resources, and shall provide management information to the Customer in a form and to a timetable which shall be agreed between the Parties.
- 3.3 Should either Party become aware of any conflicts or inconsistencies between the documents forming part of this Services Agreement it shall immediately notify the other Party and Parties shall rectify such conflicts or inconsistencies through good faith negotiations.
- 3.4 The Supplier shall ensure that the terms and conditions of this Services Agreement are reflected in all sub-contracts, as far as reasonably possible, and shall be responsible for the placing, administration, control and management of all sub-contracts required to meet the requirements defined in the G-Cloud 15 Order Form regardless of the method by which the sub-contractor may be selected.

4. Authorisation

- 4.1 The Parties agree that only a purchase order issued by the Customer, which references a G-Cloud 15 Order Form that has been signed by both Parties, shall be interpreted as authorisation by the Customer for the Services defined within the G-Cloud 15 Order Form & Call-Off Contract to proceed.
- 4.2 The Customer's G-Cloud 15 Order Form shall contain sufficient detail on the required Services to be performed; identify the Deliverables and any Service Delivery Milestones; define the acceptance criteria and timeframes for completion of the Services.

5. Acceptance and Delivery

- 5.1 Acceptance of the Services or the Deliverables thereof shall be in accordance with the criteria and timeframes defined in the G-Cloud 15 Order Form.
- 5.2 If the Customer reasonably rejects the Services or the Deliverables thereof within the timeframes defined in the G-Cloud 15 Order Form & Call-Off Contract, the Supplier shall at the Customer's option either, address the identified deficiencies or re-perform the Services within a reasonable timeframe to be agreed between the Parties. If subsequently the Customer is not able to accept a Service or the Deliverables thereof, it may revert to the dispute resolution procedures defined in clauses 38 of the G-Cloud 15 Framework Agreement.
- 5.3 The Supplier shall deliver the Services in accordance with the G-Cloud 15 Framework Agreement (and associated call-off contract), the terms of this Services Agreement, and in accordance with industry standard practises.

6. Pricing and Payment

- 6.1 The Supplier may submit invoices to the Customer's Representative only after it has met the relevant acceptance criteria for the Services or Service Delivery Milestone(s) as defined within the G-Cloud 15 Order Form, and this has been acknowledged in writing by the Customer with such acknowledgement not to be unreasonably withheld by the Customer.
- 6.2 Upon receipt of a properly presented invoice, the Customer will make the appropriate payment in pounds sterling into the Supplier's nominated bank no later than thirty (30) calendar days from when the Customer accepts the Supplier's invoice.
- 6.3 All taxes, fees, stamp duties and other imposts of whatever nature including income taxes assessed or assessable against the Supplier, its associated companies, its subcontractors or its personnel, in connection with this Services Agreement or the performance thereof shall be the liability of the Supplier.

7. Intellectual Property Rights and Warranty

- 7.1 As stated within the G-Cloud 15 General Terms, neither Party shall gain any rights to the Background IP of the other Party as a consequence of providing or receiving any Services (including Deliverables) under the terms of this Services Agreement.
- 7.2 Any Foreground IP which may arise as a result of the Supplier's performance of the Services shall remain the property of the Supplier unless otherwise agreed between the Parties in writing.
- 7.3 Subject to Clause 10 within the G-Cloud 15 General Terms (Intellectual Property Rights), the Supplier agrees to and hereby grants to the Customer a perpetual, non-exclusive, irrevocable license to make a reasonable number of copies of any of the Background IP, Foreground IP or the Deliverables for the Customer's own purposes which the Supplier may have either shared with the Customer during the performance of the Services or which has been included in a Deliverable. The Customer shall not adapt, reverse engineer, decompile, disassemble or modify or cause to be adapted, reverse engineered, decompiled, disassembled or modified the Intellectual Property delivered by the Supplier under this Service Agreement. The Customer shall not reproduce or disclose any of the Background IP, Foreground IP or the Deliverables to any Third Party, without first obtaining the express written permission of the Supplier.
- 7.4 The Parties agree that the license granted in Clause 10 shall be restricted to use of the Background IP, Foreground IP and any Deliverable containing the same activities with a clear and direct link to supporting the customer's Services requirement and any relevant follow-on contract only.
- 7.5 The Supplier represents and warrants to the Customer that in performing any Service or through furnishing to the Customer any Deliverable, that it will neither infringe, nor cause the Customer to infringe the Intellectual Property Rights of a Third Party.
- 7.6 The Customer hereby warrants that any Customer furnished items or IP does not infringe any Third Party owned Intellectual Property Rights and hereby agrees to fully indemnify the Supplier against any liability as a result of any infringement or alleged infringement by the possession or use or otherwise of the Customer furnished items or IP of any Intellectual Property Rights belonging to Third Parties.

8. Progress Meetings

- 8.1 The Parties shall hold contract management review meetings at a frequency which they mutually agree to be appropriate for the Services being provided at any point in time, at a location convenient to the Parties and each Party shall bear its own costs in relation to such meetings.

9. Quality/Audit

- 9.1 The Supplier shall comply with the quality requirements defined in the G-Cloud 15 Order Form, when providing a Service, and shall be responsible to the Customer for the continued compliance irrespective of whether it provides the Service or engages a subcontractor.
- 9.2 The Supplier may be requested to participate in various Customer audits in electronic form or in person, to which reasonable notice will be given by the Customer. Any costs involved in carrying out such audits will be mutually agreed by both Parties.

10. Term and Termination

- 10.1 This Services Agreement shall be effective as of the date of the last signature on this Services Agreement and shall terminate upon the date specified within the associated G-Cloud 15 Order Form.
- 10.2 The grounds for termination of this Services Agreement shall align with the grounds for ending the respective G-Cloud 15 Call-Off Contract.
- 10.3 In the event that a Party terminates this Services Agreement as a result of the other Party's material breach of its obligations, it shall have sixty (60) calendar days from the date of termination to provide a written statement to the breaching Party detailing the costs and expenses it has reasonably incurred as a result of the other Party's breach; together with any losses which it reasonably considers to have been incurred directly as a result of the other Party's breach of this Services Agreement. This Statement shall be used by the Parties as a basis for determining a settlement in accordance with the dispute resolution procedure in Clause 38 (Resolving Disputes).
- 10.4 Upon termination of this Services Agreement, the Supplier shall immediately return to the Customer all material on whatever media and wherever located received from the Customer in order to perform Services which is in its possession or under its control. The Supplier shall also irretrievably delete any information relating to the Services provided by the Customer that is stored on any electronic, magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control; and provide a signed statement that it has complied fully its obligations under this clause.
- 10.5 Where it is impractical for the Supplier to remove all traces of material received from the Customer then any residual materials will continue to be subject to the confidentiality obligations set out in Clause 18 (What you must keep confidential) and the Supplier shall have no further right to use such material.
- 10.6 Should a dispute arise in the case of termination by either Party; the Parties shall follow the dispute resolution procedure as set out in Clause 38 (Resolving Disputes).

11. Force Majeure

- 11.1 The definition of a Force Majeure event shall be in accordance with the G-Cloud 15 Framework Agreement.
- 11.2 Neither Party shall be held responsible for delays caused by Force Majeure Events.
- 11.3 Upon becoming aware of a Force Majeure Event, a Party shall within one calendar week notify the other Party of the nature, likely duration and impact of the event.
- 11.4 Both Parties shall take reasonably available steps to mitigate the impact of any Force Majeure Event, to promptly resume performance of the Services after the event, and shall agree an appropriate adjustment to each of the affected delivery programme.
- 11.5 Should the Customer claim a Force Majeure Event, provided it uses all reasonable endeavours to minimise the impact of the event, it may wholly or partly suspend or postpone any of its obligations, other than payments due to the Supplier, by promptly notifying the Supplier in writing.

12. Warranty

- 12.1 The Supplier warrants that it shall perform the Services in a professional and workmanlike manner, which is consistent with prevailing industry standards. Supplier's exclusive obligation and the Customer's exclusive remedy in relation to any breach of the warranty is limited to Supplier's re-performance of the applicable Service. In the event that the re-performance breaches the Services Warranty, the Parties shall defer to the dispute resolution procedure defined in Clause 38 (Resolving Disputes).
- 12.2 Unless otherwise agreed in writing, the Supplier does not warrant that the Services and/or the Deliverables thereof as being fit for any particular purpose.

13. Substitution of Supplier Personnel

- 13.1 The Supplier reserves the right to make appropriate substitutions of any of its Representatives at any time and in the event that a substitution is made, shall ensure the performance of the Services is not prejudiced. The Customer undertakes to co-operate in effecting any substitution. The Supplier shall also consider any reasonable request from the Customer for the substitution of any of its Representatives.

14. Liabilities for Property Damage and Personal Injury

- 14.1 The Supplier's liability to the Customer for death or injury resulting from its own negligence or that of its Representatives shall not be limited.
- 14.2 Subject to the provisions of clause 14.8 each Party ("Indemnifying Party") shall hold harmless the other Party ("Indemnified Party") in respect of any loss or damage to property belonging to the Indemnified party, to the extent that arises solely as a result of a negligent act or omission on the part of the Indemnifying Party or its Representatives.
- 14.3 The Indemnifying Party shall have no liability under clause 14.4 where the loss or damage to property or death or personal injury is as a result of an Indemnified Party's negligence, recklessness, wilful misconduct or intentional act or omission.

15. Limitations of Liabilities

- 15.1 Neither Party shall be liable to the other Party for indirect, or consequential loss including loss of profits, contracts, business or goodwill, whether arising from breach of contract, breach of statutory duty, tort (including negligence) or otherwise.
- 15.2 The liability of each Party to the other shall be in accordance with the respective liability obligations of the G-Cloud 15 Framework Agreement.

16. Cyber Security

- 16.1 The Supplier undertakes that it shall hold, for the entire duration of this Services Agreement and any Services and Deliverables, adequate Cyber Essentials accreditation or a similar international accreditation.

17. Insurance

- 17.1 Each Party warrants that it holds insurance coverage compliant with the requirements of the G-Cloud 15 Framework.
- 17.2 Upon request, Supplier shall provide appropriate evidence of appropriate Employer's Liability Insurance, Product Liability & Professional Indemnity Insurance policies.

18. Dispute Resolution

- 18.1 The dispute resolution procedure shall be in accordance with clauses 38 (Resolving Disputes) and 38.2 (Mediation Process) of the G-Cloud 15 Framework Agreement.

19. Classified and Confidential Information

- 19.1 Each Party shall notify the other Party of the degree of security applicable to any information prior to communicating it to the other Party, if it accepts the information; the other Party shall comply with all of the security requirements of which it has been advised.
- 19.2 Where a security classification appears in any material supplied by both Parties, it shall at all times comply with the relevant security procedures for handling classified information including those contained in any security aspects letter issued by the other Party's Security Officer.
- 19.3 Both Parties shall ensure that any of its employees, agents or sub-contractors are made aware of the security conditions appertaining to the supply and storage of such material and accept that they are subject to the relevant security procedures.
- 19.4 The Parties shall treat in confidence all information ("Information"), disclosed in any written or other tangible form, or disclosed orally on the basis of the confidentiality and within thirty (30) days subsequently presented in written or other tangible form, to it by or on behalf of the other Party under or in connection with this Services Agreement; not disclose any of the Information received to a Third Party without the prior written consent of the other Party; not use any Information other than for the purpose of fulfilling their roles under this Services Agreement; nor copy any Information except to the extent necessary for the purpose of fulfilling its obligations under this Services Agreement.
- 19.5 The Parties shall take all reasonable precautions to ensure that all Information disclosed to it by the other Party under or in connection with this Services Agreement is disclosed to its Representatives, only to the extent it is necessary for the performance of their respective obligations under this Services Agreement; and shall be treated in confidence by them and neither disclosed without prior written consent or used other than for the purpose of fulfilling their obligations under this Services Agreement.
- 19.6 Each Party shall ensure that its Representatives are aware of the above before they receive Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- 19.7 Clauses 18.2 and 18.5 of the CCS General Terms shall not apply to any Information to the extent that either Party either exercises rights of use or disclosure granted otherwise than in consequence of, or under, this Services Agreement; has the right to use or disclose the Information in accordance with other conditions of this Services Agreement; or can show either:
- 19.7.1 that the Information was or has become published or publicly available for use otherwise than in breach of any provision of this Services Agreement or any other agreement between the Parties;
 - 19.7.2 that the Information was already known to it (without restrictions on disclosure or us) prior to it receiving without restriction on further

- disclosure from a Third Party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- 19.7.3 from its records that the same Information was derived independently of that received under or in connection with this Services Agreement.
- 19.8 Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this Clause 18.
- 19.9 On termination of this Services Agreement for any reason neither Party shall retain any information disclosed to it by the other Party under this Services Agreement and each Party shall upon request of the other Party either return or certify it has destroyed all such Information which is in a tangible form and is in its possession as a consequence of this Services Agreement, together with all copies.
- 19.10 Any Statements and public release for publicity or marketing purposes will be agreed by the Parties in advance in writing.

20. Notices

- 20.1 The Parties shall have each designed a principal contact within the completed G-Cloud 15 Order Form.
- 20.2 Where a Party requests written confirmation of any communication which does not constitute a Notice, such request shall not be unreasonably refused.
- 20.3 Notices under this Services Agreement shall be in writing and the English language and shall be deemed validly given if delivered by hand or post (registered delivery with proof of postage) to the designated individual and address and shall be deemed to have been received, if delivered by hand, at the time of delivery, or in the case of a notice sent by post as above, 72 hours after the date of posting or if sent by electronic means, and transmitted between 09:00 and 17:00 on a business day (recipient's time) on completion of receipt by the sender of the verification of the transmission, or at 09:00 on the next business day (recipient's time) following completion of the receipt by the sender of verification of the transmission.

21. Compliance with Laws, Regulations and Directions

- 21.1 The Parties shall comply, and undertake that their respective Representative will comply with all laws, policies and regulations regarding national security (including classifications and clearances), and all matters relating thereto which apply to their business and the performance of any Services.
- 21.2 When the Parties attend at each other's sites and premises, or a site or premises of a third party in connection with the Services, they shall comply with all reasonable directions, procedures and policies which apply to such premises/sites.

22. Data Protection

- 22.1 Each Party shall ensure compliance with any requirements under the Data Protection Act 2018 (and any statutory modification or re-enactment thereof from time to time) in respect of any Information disclosed between the Parties under this Services Agreement, Services and / or any Deliverables.

23. General Provisions

- 23.1 No Third Party shall have any right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Services Agreement but this does not affect any right or remedy of a Third Party which exists or is available apart from the Act.
- 23.2 Neither Party shall assign, charge, transfer, delegate, sub-contract or otherwise dispose of, in whole or in part any of its rights or obligations under this Services Agreement (other than for the purposes of any internal corporate reconstruction, re-organisation, merger or analogous proceeding) within the prior written consent of all / and or the other Parties.
- 23.3 Should any provision of this Services Agreement be deemed invalid, illegal or void, then that provision shall be deemed severed from this Services Agreement which shall continue in force notwithstanding such severance. The Parties shall nevertheless negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the severed provision.
- 23.4 No exercise or failure to exercise, or delay in exercising any right, power or remedy vested in any Party under or pursuant to this Services Agreement shall constitute a waiver by that Party of that or any other right, power or remedy.
- 23.5 Amendments to this Services Agreement shall only be effective when a document setting out the amendment is signed by both Parties.
- 23.6 The termination or expiry of this Services Agreement shall not affect the rights or liabilities of either Party accrued prior to the date of termination or expiry of this Services Agreement. Notwithstanding the foregoing, clauses 5, 6, 9, 11, 13, 14, 16, 17, 18, 19, 21 & 22 shall survive the termination or expiry of this Services Agreement.
- 23.7 This Services Agreement shall be governed by and the rights and obligations of the Parties shall be construed in all respects in accordance with the Laws of England and Wales and the Parties hereby irrevocably agree to submit to the exclusive jurisdiction of the English courts.
- 23.8 This Services Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Services Agreement but all the counterparts shall together constitute the same agreement.

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Handling Instruction: For use on the G-Cloud 15 Framework Only

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IN WITNESS WHEREOF the Parties listed have executed this Services Agreement effective on the date of the

last signature below (hereinafter referred to as the Effective Date).

SIGNED on behalf of the Supplier
and thereby duly authorised:

SIGNED on behalf of the Customer
and thereby duly authorised:

SIGNATURE SIGNATURE

NAME NAME

POSITION POSITION

DATE DATE

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