



DATED _____ 20[25]

(1) BIP CONSULTING UK LIMITED

and

(2) [NAME OF CLIENT]

**MASTER SERVICES AGREEMENT
FOR THE SUPPLY OF PROFESSIONAL CONSULTANCY SERVICES**

Contents

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THIS AGREEMENT is made on _____ 20[23]

PARTIES

- (1) **BIP CONSULTING UK LIMITED**, a company incorporated and registered in England and Wales under company number 2136429 and whose registered office is at 51 Moorgate, London, EC2R 6LL, United Kingdom (**BIP UK**); and
- (2) **[NAME OF CLIENT]** [of **[insert address]**] OR a company incorporated and registered in **[England and Wales OR [insert country]]** under company number **[insert registered number]** and whose registered office is at **[insert address]** (**Client**)

(each being a **party** and together being the **parties**).

BACKGROUND

- A BIP UK is a professional consultancy services provider.
- B The Client desires to obtain such services from BIP UK pursuant to the terms and conditions set forth in this Agreement.
- C Either at commencement or from time to time during the term of this Agreement, BIP UK will provide services to the Client on the terms set out in this Agreement and in accordance with the terms set out in the applicable Work Order (and any Change to such Work Order carried out in accordance with the Change Control Procedure).

THE PARTIES AGREE:

1 Definitions and interpretation

1.1 In this Agreement:

Account Manager	is the person appointed by each party to represent it in relation to day-to-day matters arising in relation to the Services and this Agreement;
Affiliate	means any entity that directly or indirectly Controls , is Controlled by, or is under common Control with, another entity (and Client Affiliate and BIP UK Affiliate shall be construed accordingly);
Annual Rates	means the Rates as initial figures as detailed in Schedule 4 (Rate Card) then as revised pursuant to clause 11 of this Agreement;
Base CPI Month	[BASE MONTH AND YEAR FOR CPI CALCULATION]
Base Rates	the Annual Rates detailed in Schedule 4 (Rate Card) payable immediately before a Review Date;
Bribery Laws	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the

	Bribery Act 2010 and any similar or equivalent laws in any other relevant jurisdiction;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Change	means any change to this Agreement including to any of the Services or to any of the Work Orders;
Change Control Procedure	means the process by which any Change is agreed as set out in clause 8;
Change Control Note	means a request submitted by a party to effect a Change, in the form of the template at Schedule 3;
Charges	means the charges for the provision of the Services payable by the Client to BIP UK, as set out in the relevant Work Order;
BIP UK Personnel	means all employees, officers, staff, other workers, agents and consultants of BIP UK, its Affiliates and any of their subcontractors who are Engaged in the performance of the Services from time to time;
Commencement Date	means the date of this Agreement OR [insert date];
Completion	shall, in relation to each Work Order, have the meaning given to it in clause 6.2, and Completed and similar expressions shall be construed accordingly;
Confidential Information	has the meaning given in clause 19;
Contract Year	means each consecutive period of 12 months commencing from the Commencement Date;
Control	has the meaning given in the Corporation Tax Act 2010, s1124 and Controls and Controlled shall be interpreted accordingly;
Client Materials	means any material owned by Client or its Affiliates relating to the Services;
CPI	the Consumer Price Index or any official index replacing it;
Customer	means a person, firm, company, business or organisation that: a) has entered into a contract for Services from BIP

UK; or b) proposes to enter into a contract for Services from BIP UK;

Data Protection Legislation	means the General Data Protection Regulation (EU 2016/679) and the UK Data Protection Act 2018 (as amended from time to time). The Privacy and Electronic Communication (EC Directive) Regulations 2003 (PECR) and the European Communications (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (as amended from time to time).
Deliverables	means the goods ancillary to the supply of the Services to be supplied by BIP UK to Client;
Engage	means where BIP UK: a) formally declares the establishment of a relationship, whether business or otherwise, with another party via a written document; or b) proposes to formally declare the establishment of a relationship, whether business or otherwise, with another party via a written document (and references to Engaged shall be construed accordingly);
Force Majeure	has the meaning given in clause 22;
Indexed Rates	the Rates determined in accordance with clause 11.6;
Initial Term	has the meaning set out in clause 2;
Intellectual Property Rights or IPRs	means copyright, patents, rights in inventions, rights in confidential information, Know-how, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;
Know-how	means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to Clients and suppliers (whether written or in any other form and whether confidential or not);

Maximum Rates	[PERCENTAGE]% of the Annual Rates payable immediately before a Review Date;
Minimum Rates	[PERCENTAGE]% of the Annual Rates payable immediately before a Review Date;
Milestone	means an activity, process or outcome described in a Work Order relating to the Services to be provided under that Work Order;
Milestone Payment	means the percentage of the Charges described in the corresponding Work Order as being payable by Client when the corresponding Milestones have been achieved by BIP UK;
Performance Location	means the location set out in a Work Order at which BIP UK shall perform, or procure the performance of, the Services;
Policies	means the policies of Client as provided by the Client in writing prior to the date of this Agreement;
Pre-Existing IPRs	means all Intellectual Property Rights existing prior to the date of this Agreement, including any enhancements made to or modifications of the same (whether made before or after the date of this Agreement);
Restricted Period	means the Term and a period of one year thereafter;
Restricted Company	means any Customer, Trade Partner or Supplier Engaged by BIP UK or its Affiliates at any time during the Restricted Period who has or had material contact or dealings with the Client and any person Engaged by BIP UK or its Affiliates at any time during the Restricted Period in relation to the provision or receipt of the Services;
Restricted Person	means any person employed or Engaged by BIP UK or its Affiliates at any time during the Restricted Period who has or had material contact or dealings with the Client and any person Engaged by BIP UK at any time during the Restricted Period in relation to the provision or receipt of the Services who has or had material contact or dealings with the Client;
Review Date	the first anniversary of the Commencement Date and every subsequent anniversary of that date;

Revised Rates	the Rates ascertained in accordance with clause 11.5;
Services	means the services supplied to Client by BIP UK pursuant to a Work Order, together with the Deliverables (where the context permits);
Services Commencement Date	means the first date on which BIP UK provides the Services to Client;
Services Termination Date	means the final date on which Services are supplied to Client by BIP UK under this Agreement;
Successor Supplier	means any person taking responsibility for the provision of the Services following termination of this Agreement;
Supplier	means a person, firm, company, business or organisation that: a) has entered into a contract to supply goods and/or services to BIP UK; or b) proposes to enter into a contract to supply goods and/or services to BIP UK;
Trade Partner	means a person, firm, company, business or organisation with whom BIP UK: a) has engaged and developed mutually beneficial business opportunities; or b) proposes to engage where both parties intend to develop mutually beneficial business opportunities;
VAT	means value added tax, as defined by the Value Added Tax Act 1994; and
Work Order	means a written form detailing the activities, timetable, dependencies and sequence of events which BIP UK shall perform, or procure the performance of, when delivering the Services agreed between the parties pursuant to clause 5.2;

1.2 In this Agreement:

- 1.2.1 a reference to this Agreement includes its schedules, appendices and annexes (if any);
- 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a gender includes each other gender;
- 1.2.5 words in the singular include the plural and vice versa;

- 1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.7 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;
- 1.2.8 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time;
- 1.2.9 A reference to a party includes its Affiliates (if any), representatives, successors or permitted assigns; and
- 1.2.10 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) as a nominee.

2 Commencement and Initial Term

- 2.1 This Agreement commences on the Commencement Date and shall continue in force until 23:59 on **[[insert date] OR [the [insert] anniversary of the Commencement Date]]** (the **Initial Term**), whereupon it shall automatically terminate unless terminated earlier pursuant to clause 17 or extended in accordance with clause 2.2.
- 2.2 The Initial Term may be extended for a period of up to two (2) years only by mutual written consent of the parties in accordance with the provisions in clause 8.
- 2.3 Any reference to the “**Term**” of this Agreement shall include the Initial Term and any extension of the Initial Term carried out in accordance with clause 2.2.
- 2.4 The terms of any extension of the Initial Term shall apply to any Work Order that is existing at the date the extension comes into effect, unless otherwise agreed between the parties.

3 Client obligations

- 3.1 During the Term, BIP UK agrees to supply, and Client agrees to purchase, Services on the terms set out in this Agreement.
- 3.2 The Client shall at all times and in all respects:
- 3.2.1 perform its obligations in accordance with the terms of this Agreement;
- 3.2.2 comply with any additional or special responsibilities and obligations of the Client specified in each Work Order;
- 3.2.3 pay the Charges for the Services and any Milestone Payments in accordance with the provisions of clause 12 and the terms of the Work Order;

- 3.2.4 co-operate with BIP UK in all matters arising under this Agreement or otherwise relating to the performance of the Services;
- 3.2.5 make the Performance Location accessible to BIP UK and BIP UK Personnel as may be necessary for BIP UK to perform the Services and otherwise comply with its obligations under this Agreement;
- 3.2.6 provide Client Materials, and all other information, documents, materials, data or other items necessary for the provision of the Services, to BIP UK in a timely manner;
- 3.2.7 inform BIP UK in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services or the performance of any Work Order;
- 3.2.8 ensure that all tools, equipment, materials or other items provided to BIP UK for the provision of the Services are suitable for the performance of the Services, in good condition and in good working order; and
- 3.2.9 obtain and maintain all necessary licences, permits and consents required to enable BIP UK to perform the Services and otherwise comply with its obligations under this Agreement.

4 Right of first refusal

- 4.1 BIP UK shall have the right of first refusal to the Client for services similar to the Services. Client shall not purchase, directly or indirectly, any services which are the same as or similar to the Services from any other person during the Term without offering BIP UK the right of first refusal to perform these Services.

5 Work Orders

- 5.1 Subject to clause 5.4, the Client may provide BIP UK with a draft Work Order for Services substantially in the form set out in Schedule 1 or in any other form that the parties may agree in writing from time to time, provided that the Work Order shall be agreed by the parties pursuant to clause 5.2.
- 5.2 Where the services required by the Client are Services, parties will agree a written Work Order for Services substantially in the form set out in Schedule 1 or in any other form that the parties may agree in writing from time to time.
- 5.3 BIP UK shall update and amend the draft Work Order from time to time as reasonably required as a result of its interactions with Client pursuant to clause 5.2.
- 5.4 Once a Work Order is agreed and signed, the Client shall not be entitled to withdraw the Work Order and may only amend it by mutual agreement with BIP UK, pursuant to the provisions of clause 8 (Change control procedure).
- 5.5 A Work Order shall not constitute a binding obligation on BIP UK to supply the Services until such time as BIP UK has acknowledged and accepted the Work Order in writing. BIP UK may accept or reject each Work Order in its absolute discretion.
- 5.6 No variation to a Work Order shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of BIP UK, or otherwise in accordance with the provisions of clause 8 (Change control procedure).

- 5.7 No Work Orders shall be placed following the date on which notice is validly served pursuant to clauses 17 (Termination) or 22.3 (Force majeure), or following the date on which the Agreement expires pursuant to clause 2.
- 5.8 Any Work Order that is existing at the date of termination or expiry of this Agreement shall continue on its own terms (including all incorporated terms of this Agreement) until it has been completed, unless terminated earlier in accordance with its own terms.
- 5.9 Each Work Order shall form part of and be interpreted in accordance with the provisions of this Agreement.
- 5.10 Client and Client Affiliates may receive Services from BIP UK or any BIP UK Affiliate under this Agreement. In such event:
- 5.10.1 each Affiliate of the Client that signs a Work Order shall be considered the "Client" as such term is used herein and shall be subject to the terms and conditions of this Agreement and beneficiary of all rights hereunder;
- 5.10.2 each Affiliate of BIP UK that signs a Work Order shall be considered "BIP UK" (being the supplier of Services) as such term is used herein and shall be subject to the terms and conditions of this Agreement and beneficiary of all rights hereunder;
- 5.10.3 each Affiliate of the Client and of BIP UK shall be solely responsible for its obligations under this Agreement and under the Work Order signed by such Affiliate of the Client or of BIP UK, as applicable;
- 5.10.4 each Affiliate of the Client and of BIP UK that executes a Work Order shall be entitled to enforce its rights under this Agreement directly against the other party to such Work Order;
- 5.10.5 subject to a Client Affiliate complying with the terms and conditions of this Agreement, no breach or termination of this Agreement by Client or any other Client Affiliate will have any impact on the rights of such Client Affiliate to enforce this Agreement, which rights will continue notwithstanding any such breach or termination;
- 5.10.6 subject to a BIP UK Affiliate complying with the terms and conditions of this Agreement, no breach or termination of this Agreement by BIP UK or any other BIP UK Affiliate will have any impact on the rights of such BIP UK Affiliate to enforce this Agreement, which rights will continue notwithstanding any such breach or termination; and
- 5.10.7 all rights granted to a Client Affiliate hereunder shall automatically cease upon that entity ceasing to be a Client Affiliate, provided that the commencement of a bankruptcy, insolvency, liquidation, receivership or unwinding, or any other resolution proceeding with respect to a Client Affiliate standing alone shall not be deemed to result in such Affiliate's disaffiliation.

6 Performance of the services

- 6.1 Each Work Order shall specify the Performance Location and, where attendance at Client premises is required, Client shall make such premises fully available for BIP UK and BIP UK Personnel.

- 6.2 Each Work Order shall be deemed to have been completed in full and in accordance with the terms of this Agreement and the terms of the corresponding Work Order, including any applicable acceptance criteria as set out in the Work Order.
- 6.3 BIP UK shall use its reasonable endeavours to perform the Services in accordance with any commencement or end dates specified for performance in the corresponding Work Order. Services which do not have specified commencement or end dates shall be performed by BIP UK within a reasonable period of time.
- 6.4 BIP UK shall procure that BIP UK Personnel shall comply with the Policies.

7 Account management and reporting

- 7.1 Each party shall appoint an Account Manager to act as the main point of contact for the other party in respect of all day-to-day matters relating to the supply of the Services and this Agreement.
- 7.2 The parties shall ensure that the Account Managers meet at monthly intervals to discuss the progress being made in relation to the provision of the Services and any disagreements which may arise.
- 7.3 Client shall ensure that its Account Manager also provides updated for submission to BIP UK on a regular basis detailing any information that will be pertinent to BIP UK in completing the Services detailed in the Work Order.
- 7.4 BIP UK shall ensure that its Account Manager, where requested to do so by the Client, also provides a status report for submission to Client on a monthly basis detailing a status report on the progress of the Services in the Work Order.

8 Change control procedure

- 8.1 Where Client or BIP UK sees a need to change this Agreement (or any of the provisions therein, including the Services or the Work Orders), whether in order to include an additional service, function or responsibility to be performed by BIP UK for Client under this Agreement, to amend the Services or the service levels as set out in the Services or otherwise in a Work Order, either party may at any time request such Change, and a Change Control Note shall be submitted by the party requesting the Change to the other. Such Change shall be agreed by the parties only once the Change Control Note is signed by both parties.
- 8.2 Each Change Control Note shall conform to the requirements of Schedule 3.
- 8.3 Until such Change is made in accordance with clause 8.1, Client and BIP UK shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms prior to such Change.
- 8.4 Any discussions which may take place between Client and BIP UK in connection with a request before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 8.5 Any Services or other work required by Client which have not been agreed in accordance with the provisions of clause 8 shall be undertaken entirely at the expense and liability of Client.

9 Warranty

9.1 The Client warrants that:

9.1.1 it has the right, power and authority to enter into this Agreement and grant to BIP UK the rights (if any) contemplated in this Agreement; and

9.1.2 Client Materials and all other information, documents, materials, data or other items provided by Client pursuant to this Agreement do not infringe the Intellectual Property Rights of any third party.

9.2 Subject to the provisions of clause 9.3, BIP UK shall, at its option, remedy, re-perform or refund the Charges (or any part thereof) of any Services or Deliverables that do not comply with clause 6 provided that Client serves a written notice on BIP UK that some or all of the Services or Deliverables (as the case may be) do not comply with clause 6, and identifying in sufficient detail the nature and extent of the defects with sufficient evidence within five (5) Business Days of Completion.

9.3 BIP UK shall not be liable for any failure of the Services or the Deliverables to comply with the provisions of clause 6 where the same arises directly or indirectly and whether in whole or in part as a result of:

9.3.1 a breach by the Client of any of its obligations under this Agreement;

9.3.2 an event of Force Majeure;

9.3.3 any design, specification or requirement of the Client not subject to Clause 6 or the relevant Work Order;

9.3.4 The Client adding additional modification or not following BIP UK instructions relation to the Services or the Deliverables; or

9.3.5 use of Client Materials.

9.4 Except as set out in this clause 9 BIP UK gives no warranty and makes no representations in relation to the Services.

9.5 The Client acknowledges that BIP UK is not and cannot be aware of the extent of any potential loss or damage to Client resulting from any failure of the Services to conform to the specification or any failure by BIP UK to discharge its obligations under this Agreement.

9.6 Subject to clause 15.7, the provisions of clause 9 set out Client's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of clause 9 or for any other error or defect in the Deliverables or defective performance of the Services.

10 Suspension of services

10.1 If, in relation to a Work Order, the Client is in breach of any of its obligations under this Agreement or if BIP UK is prevented or delayed in performing the Services for any reason attributable to Client, its Affiliates, employees, agents, representative or subcontractors, then BIP UK (without prejudice to its other rights):

10.1.1 may suspend performance of the Services under the Work Order until such time as Client fully remedies its breach or default;

10.1.2 shall not be liable for any losses, damages, costs and expenses incurred by the Client as a result of such suspension; and

10.1.3 shall recover from the Client all losses, damages, costs and expenses incurred by BIP UK arising from the Client's breach of default.

11 Charges

11.1 The Charges payable by the Client in respect of each Work Order are contained within the applicable Work Order and are based on the Annual Rates, which will be reviewed in accordance with clauses 11.4 to 11.9.

11.2 Where the Charges are calculable on a time and materials basis, BIP UK will keep time sheets showing the hours worked by each of BIP UK Personnel in respect of the provision of the corresponding Services and will if so requested produce them to Client for accounting purposes.

11.3 In addition to the Charges, BIP UK will be entitled to be reimbursed by the Client for all out-of-pocket expenses (including travelling and entertainment expenses but not parking fines or road traffic offence fines) incurred by BIP UK and BIP UK Personnel in the proper provision of the Services, subject to the production of such receipts or other evidence as Client may reasonably require and will include any such expenses on invoices rendered.

11.4 The Annual Rates shall be reviewed at each Review Date to equal the Revised Rates.

11.5 The Revised Rates at a Review Date shall be the Indexed Rates unless:

11.5.1 the Indexed Rates are less than the Minimum Rates, in which case the Revised Rates shall be the Minimum Rates; or

11.5.2 the Indexed Rates are greater than the Maximum Rates, in which case the Revised Rates shall be the Maximum Rates.

11.6 The Indexed Rates for a Review Date shall be determined by multiplying the Base Rates by the index value of the CPI for the month that falls one (1) month before the month in which that Review Date falls, then dividing by the index value of the CPI for the Base CPI Month.

11.7 BIP UK shall calculate the Indexed Rates as soon as reasonably practicable and shall give the Client written notice of the Revised Rates as soon as they have been ascertained.

11.8 If the Revised Rates have not been calculated by BIP UK and notified to the Client at least five (5) Business Days before a Review Date, the Annual Rates payable from date that the Revised Rates have been submitted.

11.9 If there is any change to the methods used to compile the CPI, including any change to the items from which the CPI is compiled, or if the reference base used to compile the CPI changes, the calculation of the Indexed Rates shall be made taking into account the effect of this change.

12 Payment

12.1 BIP UK may issue its invoice in respect of a Work Order at any time after the Work Order is placed or, in accordance with the Payment Terms specified in the Work Order.

12.2 The Client shall pay all invoices:

- 12.2.1 in full in cleared funds within thirty (30) days of the date of each invoice; and
- 12.2.2 to the bank account nominated by BIP UK in the Work Order or as specified in the relevant invoice.
- 12.3 Client shall pay any applicable VAT (or equivalent sales tax) to BIP UK on receipt of a valid VAT invoice.
- 12.4 Time of payment is of the essence. Where sums due hereunder are not paid in full by the due date:
 - 12.4.1 BIP UK may, without limiting its other rights, charge interest on such sums at 4% percentage points a year above the base rate of Bank of England from time to time in force; and
 - 12.4.2 interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

13 Data protection

- 13.1 Each party agrees that, in the performance of their respective obligations under this Agreement, it shall comply with the provisions of Schedule 3.

14 Intellectual property rights

- 14.1 BIP UK and its licensors shall retain ownership of all Pre-Existing IPRs and all Intellectual Property Rights in the Deliverables, excluding Client Materials.
- 14.2 In consideration of the Charges payable under this Agreement and the parties' mutual obligations under this Agreement, where specifically provided in a Work Order, BIP UK licences to Client on a non-exclusive basis all the present Intellectual Property Rights in the Services and Deliverables and all other materials created by BIP UK pursuant to this Agreement.
- 14.3 In relation to the Client Materials, the Client and its licensors shall retain ownership of all IPRs in the Client Materials; and grants to BIP UK a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Clients Materials for the term of this Agreement for the purpose of providing the Services to the Client.
- 14.4 Except as expressly agreed in writing, no Intellectual Property Rights of BIP UK are transferred or licensed as a result of this Agreement.
- 14.5 Subject to the foregoing, each party shall be entitled to use in any way it deems fit any skills, techniques or Know-how acquired, developed or used in connection with the Intellectual Property Rights or otherwise in connection with this Agreement provided always that such skills, techniques or Know-how do not infringe the other party's Intellectual Property Rights now or in the future or disclose or breach the confidentiality of the other party's Confidential Information.
- 14.6 BIP UK shall be fully indemnified by the Client against all and any claims, losses, damages, costs (including reasonable legal fees) liabilities and expenses concerning infringement or alleged infringement of any form of Intellectual Property Right related to material provided to BIP UK by the Client.
- 14.7 This clause shall survive the expiry or termination of this Agreement and shall continue in full force and effect.

15 Limitation of liability

- 15.1 Parties are responsible for making its own arrangements for the insurance of any excess loss.
- 15.2 The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 15.
- 15.3 Subject to clauses 15.6 and 15.7, the total liability of the Parties, howsoever arising under or in connection with this Agreement, shall not exceed the total of the value of the relevant Work Order in respect of all breaches of duty occurring within any Contract Year. BIP UK's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement.
- 15.4 Subject to clause 15.7, BIP UK shall not be liable for consequential, indirect or special losses.
- 15.5 Subject to clause 15.7, BIP UK shall not be liable for any of the following (whether direct or indirect):
- 15.5.1 loss of profit;
 - 15.5.2 loss of or corruption to data;
 - 15.5.3 loss of use;
 - 15.5.4 loss of production;
 - 15.5.5 loss of contract;
 - 15.5.6 loss of opportunity, sales or business;
 - 15.5.7 any indirect, incidental, special or consequential loss or damage;
 - 15.5.8 loss of savings, discount or rebate (whether actual or anticipated);
 - 15.5.9 harm to reputation or loss of goodwill.
- 15.6 The limitations of liability set out in clause 15.3 shall not apply in respect of liability under any indemnities given by Client under this Agreement and any sums payable in connection with such indemnities shall not be taken into account when aggregating Client's liability under clause 15.3.
- 15.7 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:
- 15.7.1 death or personal injury caused by negligence;
 - 15.7.2 fraud or fraudulent misrepresentation; or
 - 15.7.3 any other losses which cannot be excluded or limited by applicable law.

16 Indemnity

- 16.1 BIP UK shall indemnify Client for any losses, damages, liability, costs and expenses (including professional fees) incurred by it as a result of any action, demand or claim that the provision of the Services or Deliverables infringes the Intellectual Property Rights of any third party (an **IPR Claim**).
- 16.2 In the event that Client receives notice of any IPR Claim, it shall:
- 16.2.1 notify BIP UK in writing as soon as reasonably practicable;
 - 16.2.2 not make any admission of liability or agree any settlement or compromise of the Claim without the prior written consent of BIP UK (such consent not to be unreasonably withheld or delayed);
 - 16.2.3 let BIP UK at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion provided that if BIP UK fails to conduct the Claim in a timely or proper manner Client may conduct the Claim at the expense of BIP UK;
 - 16.2.4 take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim; and
 - 16.2.5 provide BIP UK with all reasonable assistance in relation to the IPR Claim (at Client's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of Client.
- 16.3 If any IPR Claim is made or is reasonably likely to be made, BIP UK may at its option:
- 16.3.1 procure for Client the right to continue receiving the relevant Services or using and possessing the relevant Deliverables; or
 - 16.3.2 re-perform the infringing part of the Services or modify or replace the infringing part of the Deliverables so as to avoid the infringement or alleged infringement, provided the Services or Deliverables remain in conformance to the specification.
- 16.4 BIP UK's obligations under clause 16.1 shall not apply to Deliverables modified or used by Client other than in accordance with this Agreement or BIP UK's reasonable written instructions.
- 16.5 In respect of any indemnity given by either party under this Agreement, the party which receives the benefit of the indemnity shall take all reasonable steps so as to reduce or mitigate the loss covered by the indemnity.

17 Termination

- 17.1 This Agreement may be terminated by BIP UK giving not less than four (4) weeks' notice in writing to Client.
- 17.2 Either party may terminate this Agreement at any time by giving notice in writing to the other party if:
- 17.2.1 the other party commits a material breach of this Agreement and such breach is not remediable;

- 17.2.2 the other party commits a material breach of this Agreement which is not remedied within thirty (30) days of receiving written notice of such breach;
- 17.2.3 any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.
- 17.3 Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:
- 17.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
- 17.3.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
- 17.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- 17.3.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 17.3.5 has a resolution passed for its winding up;
- 17.3.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 17.3.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven (7) days of that procedure being commenced;
- 17.3.8 has a freezing order made against it;
- 17.3.9 is subject to any events or circumstances analogous to those in clauses 17.3.1 to 17.3.8 in any jurisdiction;
- 17.3.10 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 17.3.1 to 17.3.9 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 17.4 The right of a party to terminate the Agreement pursuant to clause 17.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.
- 17.5 BIP UK may terminate this Agreement at any time by giving not less than four (4) weeks' notice in writing to Client if Client undergoes a change of Control or if Client has announced that it shall undergo a change of Control within two months.
- 17.6 On termination of this Agreement for any reason:
- 17.6.1 clause 5.8 shall apply to any Work Order that is existing at the date of termination;

- 17.6.2 BIP UK shall promptly invoice Client for all Services performed but not yet invoiced;
- 17.6.3 without prejudice to any additional obligations under Schedule 2, the parties shall within ten (10) Business Days return any materials of the other party then in its possession or control; and
- 17.6.4 all rights granted to Client under this Agreement shall immediately cease, save for any necessary rights in relation to Services which continue to be provided pursuant to clauses 17.6.1 and 5.8.
- 17.7 The following clauses of this Agreement shall survive termination, howsoever caused:
- 17.7.1 clause 9 (warranty);
- 17.7.2 clause 13 (data protection);
- 17.7.3 clause 15 (limitation of liability);
- 17.7.4 clause 16 (indemnity);
- 17.7.5 clause 17.6 (consequence of termination);
- 17.7.6 clause 18 (non-solicitation)
- 17.7.7 clause 19 (confidential information);
- 17.7.8 clause 21 (dispute resolution);
- 17.7.9 clause 24 (notices);
- 17.7.10 clause 37 (third party rights);
- 17.7.11 clauses 38 and 39 (governing law and jurisdiction); and
- 17.7.12 Schedule 2 (data protection)
- together with any other provision of this Agreement which expressly or by implication is intended to survive termination.
- 17.8 Work Orders may be terminated on written notice with immediate effect by:
- 17.8.1 the Client, in the event that BIP UK commits a material breach of this Agreement or the applicable Work Order and such breach is (a) not remediable; or (b) not remedied within thirty (30) days of BIP UK receiving written notice of such breach; and
- 17.8.2 BIP UK, in the event that the Client fails to comply with any of its obligations under this Agreement or the applicable Work Order, including (but not limited to) failure to pay any amount due under this Agreement or the applicable Work Order on the due date for payment.
- 17.9 On termination of a Work Order for any reason:
- 17.9.1 BIP UK shall promptly invoice Client for all Services performed but not yet invoiced;

17.9.2 without prejudice to any additional obligations under Schedule 2 of this Agreement, the parties shall within ten (10) Business Days return any materials of the other party then in its possession or control; and

17.9.3 all rights granted to Client under the Work Order shall immediately cease.

17.10 For the avoidance of doubt, termination (for whatever reason) of a Work Order shall not affect the validity of the remainder of this Agreement or of the remaining Work Orders, which shall remain in full force and effect.

18 Non-solicitation

18.1 In order to protect the legitimate business interests of BIP UK and/or its Affiliates, during the Restricted Period the Client shall not, either directly or indirectly, by or through itself, its Affiliate, its agent or otherwise, or in conjunction with its Affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person:

18.1.1 solicit, entice or induce, or endeavour to solicit, entice or induce, any Restricted Person or Restricted Company of BIP UK and/or any of its Affiliates with a view to employing or engaging the Restricted Person or Restricted Company, or

18.1.2 employ or Engage, or offer to employ or Engage a Restricted Person or Restricted Company of BIP UK and/or any of its Affiliates,

without the prior written consent of BIP UK and/or the relevant Affiliate.

18.2 In the event of a breach of clause 18.1 which results in a Restricted Person or Restricted Company leaving BIP UK and/or any of its Affiliates and being employed or Engaged by the Client, the Client shall pay to BIP UK and/or the relevant Affiliate by way of liquidated damages an amount equivalent to 50% of the fee paid or received by or to the Restricted Person and/or Restricted Company.

18.3 The provisions in clause 18.2 shall be without prejudice to a party's ability to seek damages or claim injunctive relief.

19 Confidential information

19.1 Each party undertakes that it shall keep any information that is confidential in nature concerning the other party and its Affiliates including, any details of its business, affairs, Clients, clients, suppliers, plans or strategy (**Confidential Information**) confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 19.2.

19.2 A party may:

19.2.1 subject to clause 19.5, disclose any Confidential Information to any of its employees, officers, representatives or advisers (Representatives) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party ensures that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with clause 19 as if it were a party;

- 19.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
- 19.2.3 Subject to clause 19.5, use Confidential Information only to perform any obligations under this Agreement.
- 19.3 Each party recognises that any breach or threatened breach of clause 19 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 19.4 Clause 19 shall bind the parties during the Term and for a period of five years following termination of this Agreement.
- 19.5 To the extent any Confidential Information is as defined in Schedule 2 such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any of Schedule 2.

20 Anti-bribery

- 20.1 For the purposes of clause 20 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.
- 20.2 Client shall ensure that it and each person referred to in clauses 20.2.1 to 20.2.3 (inclusive) does not, by any act or omission, place BIP UK in breach of any Bribery Laws. Client shall comply with all applicable Bribery Laws in connection with the performance of the Services and this Agreement, ensure that it has in place adequate procedures to prevent any breach of clause 20 and ensure that:
- 20.2.1 all of Client's personnel and all direct and indirect subcontractors, suppliers, agents and other intermediaries of Client;
- 20.2.2 all others associated with Client; and
- 20.2.3 each person employed by or acting for or on behalf of any of those persons referred to in clauses 20.2.1 and/or 20.2.2,
- involved in connection with this Agreement, so comply.
- 20.3 Client shall immediately notify BIP UK as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 20.
- 20.4 Any breach of clause 20 by Client shall be deemed a material breach of this Agreement that is not remediable and shall entitle BIP UK to immediately terminate this Agreement by notice under clause 17.2.1.

21 Multi-tiered dispute resolution procedure

- 21.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it, or in connection with a Work Order (**Dispute**) then the parties shall follow the procedure set out in this clause 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.

- 21.2 On service of the Dispute Notice, the parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures and the parties shall ensure that, within five (5) Business Days of a written request from one party to the other (unless another period of time is agreed in writing), their respective Contract Managers (if the Dispute relates to this Agreement), or their respective Project Managers (as identified in the applicable Work Order, if the Dispute relates to a Work Order), shall meet in a good faith effort to consider the Dispute.
- 21.3 If the parties' Contract Managers or Project Managers (as applicable) are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to the relevant Partner and Head of Contracts of BIP UK and similar or equivalent senior officer(s) of the Client, who shall attempt in good faith to resolve it; and
- 21.4 If the dispute has not been resolved within thirty (30) days of the first meeting of the relevant Partner and Head of Contracts of BIP UK and similar or equivalent senior officer(s) of the Client, then the matter shall finally be referred to the Centre for Effective Dispute Resolution (CEDR) for mediation.
- 21.5 Until the parties have completed the steps referred to in clauses 21.2 to 21.4, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration, except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

22 Force majeure

- 22.1 In this clause '**Force Majeure**' means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay is not Force Majeure.
- 22.2 A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:
- 22.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and
- 22.2.2 uses reasonable endeavours to minimise the effects of that event.
- 22.3 If, due to Force Majeure, a party:
- 22.3.1 is or is likely to be unable to perform a material obligation; or
- 22.3.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than forty (40) Business Days,
- the other party may terminate this Agreement on not less than *four* weeks' written notice.

23 Entire agreement

- 23.1 The parties agree that this Agreement and the Work Orders entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

23.2 Each party acknowledges that it has not entered into this Agreement and the Work Orders entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement and the Work Orders entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

23.3 Nothing in this Agreement purports to limit or exclude any liability for fraud.

24 Notices

24.1 The parties shall avoid printing documents relating to postal delivery by sending notices or other communications relating to this Agreement electronically. Any notice or other communication given by a party under this Agreement shall:

24.1.1 be in writing and in English;

24.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and

24.1.3 be sent to the relevant party at the address set out in clause 24.3.

24.2 Notices may be given, and are deemed received:

24.2.1 by email on receipt of a delivery email from the correct address.

24.3 Notices and other communications shall be sent to:

24.3.1 **BIP Consulting UK Limited (BIP UK)** for the attention of [insert name and/or position] at:

51 Moorgate, London, EC2R 6LL, United Kingdom

[insert email address]; and

copied to BipUK-contracts@bip-group.com; and

24.3.2 [insert name of Client] for the attention of [insert name and/or position] at:

[insert address]

[insert email address]; and OR .]

[copied to [insert name] at [insert address].]

24.4 Any change to the contact details of a party as set out in clause 24.3 shall be notified to the other party in accordance with this clause 24 and shall be effective:

24.4.1 on the date specified in the notice as being the date of such change; or

24.4.2 if no date is so specified, three (3) Business Days after the notice is deemed to be received.

24.5 All references to time are to the local time at the place of deemed receipt.

24.6 This clause does not apply to notices given in legal proceedings or arbitration.

25 Announcements

- 25.1 Subject to clause 25.2, no announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). The parties shall consult on the form and content of any such announcement or other public disclosure, as well as the manner of its release.
- 25.2 If a party is required to make an announcement or other public disclosure concerning this Agreement or any of the matters contained in it by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction, it may do so. Such a party shall:
- 25.2.1 notify the other party as soon as is reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by law, by the court or by the authority requiring the relevant announcement or public disclosure;
 - 25.2.2 make the relevant announcement or public disclosure after consultation with the other party so far as is reasonably practicable; and
 - 25.2.3 make the relevant announcement or public disclosure after taking into account all reasonable requirements of the other party as to its form and content and the manner of its release, so far as is reasonably practicable.

26 Further assurance

The Client shall at the request of BIP UK, and at the cost of Client, do all acts and execute all documents which are necessary to give full effect to this Agreement.

27 Variation

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

28 Assignment

- 28.1 The Client may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without BIP UK's prior written consent (such consent not to be unreasonably withheld or delayed).
- 28.2 Notwithstanding clause 28.1, the Client may perform any of its obligations and exercise any of its rights granted under this Agreement through any Affiliate, provided that it gives BIP UK prior written notice including the identity of the relevant Affiliate. The Client acknowledges and agrees that any act or omission of its Affiliate in relation to that party's rights or obligations under this Agreement shall be deemed to be an act or omission of Client itself.
- 28.3 BIP UK may perform any of its obligations and exercise any of its rights granted under this Agreement through any Affiliate.

29 Set off

Except as expressly set out in this Agreement, each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

30 No partnership or agency

The parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

31 Severance

31.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

31.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision, to be formally captured in accordance with the provisions of clause 8 (Change control procedure).

32 Waiver

32.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

32.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

32.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

33 Compliance with law

Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its employees, agents and representatives will comply with all applicable laws and regulations, provided that neither party shall be liable for any breach of this clause 33 to the extent that such breach is directly caused or contributed to by any breach of this Agreement by the other party (or its employees, agents and representatives).

34 Conflicts within agreement

34.1 In the event of any conflict or inconsistency between different parts of this Agreement, the following descending order of priority applies:

34.1.1 the Work Order; then

34.1.2 the terms and conditions in the main body of this Agreement and Schedule 2; then

34.1.3 the other Schedules.

34.2 Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

35 Counterparts

35.1 The parties shall avoid printing documents, this Agreement may be signed by electronic signature in any number of separate counterparts, each of which when signed and dated shall be original, and such counterparts taken together shall constitute one and the same agreement.

35.2 Each party may evidence their signature of this Agreement by emailing a signed signature page of this Agreement in PDF format, which shall constitute an original signed counterpart of this Agreement.

36 Costs and expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

37 Third party rights

37.1 Except as expressly provided for in clause 37.2, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

37.2 BIP UK Affiliates shall have the right to enforce the provisions of this Agreement.

38 Governing law

This Agreement and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

39 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims).

AGREED by the parties on the date set out at the head of this Agreement:

Signed by: insert full name of authorised signatory	
for and on behalf of: BIP Consulting UK Limited	Signature: Title:

	Date:
--	-------------

and

Signed by: [insert full name of authorised signatory]	Signature: Title: Date:
for and on behalf of: [insert name of Client]	

SCHEDULE 1 WORK ORDER TEMPLATE

Date of Work Order: as of the date of the last signature to this Work Order

Work Order Contract Number: WO/[XXXX]

CMAF Reference Number: [XXXX]

Master Services Agreement: Master Services Agreement dated [DATE] and made between (1) **BIP Consulting UK Limited** and (2) [CLIENT] for the provision of Services (the "Agreement").

With effect from [DATE] (the "Effective Date") this Work Order is made pursuant to and in accordance with the terms of the above Agreement. If there is any conflict or ambiguity between the terms contained in Sections 1 and 2 of this Work Order below and the terms of the Agreement, the terms contained in Sections 1 and 2 below shall have priority.

Parties:

Client	[Client's Registered Company Name] Incorporated in: [] Registered No: [] Registered Office: [] OR [CLIENT AFFILIATE DETAIL]
Supplier	BIP Consulting UK Limited Incorporated in: England and Wales Registered No: 2136429 Registered Office: 51 Moorgate, London, EC2R 6LL OR [BIP UK AFFILIATE DETAIL]

Section 1 – the Services:

Project Name	[] Supplier Ref: CMAF [XXXX]
Scope of Work	[]
Deliverables (if fixed price) Activities (if T&M) <i>delete whichever heading is N/A</i>	The Supplier shall provide the following Deliverables by the Due Dates specified: • [Deliverable Title] Deliverable Components: 1. [] 2. [] 3. [] Due Date: • [Deliverable Title] Deliverable Components: 1. [] 2. [] 3. [] Due Date:

	OR The Supplier shall undertake the following Activities: • [REDACTED] • [REDACTED]
Assumptions	For the purposes of the Services, the Supplier has assumed: • the form of the project Services described to the Supplier not changing; • there is no third party interference in connection with the provision of the Services; • [REDACTED] • [REDACTED]
Dependencies	The Supplier has identified the following dependencies on the Client: • e.g. Sufficient access to appropriate Client staff <i>[detail who you need access to, how frequently, what you need access to them for];</i> • [REDACTED] • [REDACTED] • [REDACTED]
Acceptance Criteria and Process <i>delete entire row if T&M</i>	<u>Criteria:</u> Deliverable Components are present and have been reviewed by [Client Project Manager] and any feedback has been provided in order to be incorporated by Supplier into the final version of the Deliverable, prior to submission. <u>Process:</u> Acceptance of a Deliverable shall be deemed to have occurred on whichever is the earliest of: - written confirmation by the [Client Project Manager] that the relevant Deliverable is complete; - the expiry of four (4) days after the submission of the relevant Deliverable, unless the Client has given any written notice disputing the relevant Deliverable and giving details of any defects or deficiencies; and - the first use of the relevant Deliverable by the Client in the normal course of its business. If the Client has given notice to the Supplier disputing acceptance of the relevant Deliverable, the parties will negotiate with each other in good faith in an attempt to resolve the dispute, and if appropriate the Supplier will remedy the agreed defects and deficiencies and re-submit the relevant Deliverable within a reasonable time.
Exclusions	For the avoidance of doubt, the following items are expressly out of scope and excluded from the Services: • [REDACTED] • [REDACTED]
Personal Data	[The Client will ensure that it does not make available to the Supplier any Personal Data for the purposes of the Data Protection Laws, under or pursuant to this Work Order. The Supplier will not be required to process or handle any Personal Data controlled by the Client, which is expressly out of scope and excluded from the Services.] OR <i>If we will be processing any personal data, an appropriate Data Protection Addendum substantially in the form of Schedule 2, Part B, Section 1 must be developed between the parties and appended to the Work Order.</i>
Services Start Date	[REDACTED]

Duration	[]
Services End Date	[]
Client Project Manager	[] Email: []
Supplier Project Manager	[] Email: []
Governance	Meeting Schedule: []
Email Addresses for Notices under the Work Order	Client: [] Supplier: BipUK-contracts@bip-group.com

Section 2 – the Charges:

[[Capped / Fixed] project fee of £XXXXXX (excluding VAT) has been agreed for the Services set out in this Work Order subject to the Description of Services, Exclusions, Assumptions, Dependencies, and any resource requirements herein remaining unchanged. In the event that changes occur with respect to such Description of Services, Exclusions, Assumptions, Dependencies and/or any resource requirements, including those due to unforeseen events, the parties shall meet in good faith and agree to a revised fee arrangement.]

OR

[Charges (excluding VAT) for the Services the Supplier will perform under this Work Order shall be calculated on a time and materials basis by reference to the number of personnel days spent by any of the Supplier's personnel, at the rates set out below applicable to the respective Supplier resources engaged for the provision of the Services.]]

Daily Rates (if T&M, or fixed price based on set rates)	<table> <tr> <td>Partner</td><td>£xxxx per day</td></tr> <tr> <td>Managing Principal</td><td>£xxxx per day</td></tr> <tr> <td>Managing Consultant</td><td>£xxxx per day</td></tr> <tr> <td>Consultant</td><td>£xxxx per day</td></tr> <tr> <td>Analyst</td><td>£xxxx per day</td></tr> </table> Daily rates are based on an 8-hour working day exclusive of VAT and Expenses.	Partner	£xxxx per day	Managing Principal	£xxxx per day	Managing Consultant	£xxxx per day	Consultant	£xxxx per day	Analyst	£xxxx per day
Partner	£xxxx per day										
Managing Principal	£xxxx per day										
Managing Consultant	£xxxx per day										
Consultant	£xxxx per day										
Analyst	£xxxx per day										
Expenses	Expenses for the provision of the Services set out in this Work Order are fixed at [XX]% of [flat {daily/ weekly/ monthly} rate] or [capped project fee] or [daily rates] above. OR Expenses are not anticipated for the provision of the Services however any expenses will be agreed between the parties in advance.										
Total Cost (if fixed price)	[£] + VAT (plus any agreed Expenses)										
Estimated Total Cost (if T&M) <i>delete whichever heading is N/A</i>	To be invoiced [in advance / in arrears] as follows: • i.e. monthly instalments of [£XXXX] • OR [%] on commencement of the Services, [%] on delivery of [X], [%] on completion of the Services. • OR in full on [commencement / completion] of the Services.										
Payment Terms	Payment due in full in cleared funds within thirty (30) days of the date of each invoice, pursuant to clause 12.2.1 of the Agreement.										

Invoice Recipient and Address	[Name]
	[Email Address]
	PO Number: []
	Special Instructions: []

This Work Order has been entered into on the date stated at the beginning of it.

Signed by _____
for and on behalf of [CLIENT]

.....
Title

.....
Date

Signed by _____
for and on behalf of **BIP CONSULTING UK LIMITED**

.....
Title

.....
Date

SCHEDULE 2 DATA PROTECTION

Part A Operative provisions

1 Definitions

1.1 In this Schedule:

Controller	has the meaning given in applicable Data Protection Laws from time to time;
Data Protection Laws	means, as binding on either party or the Services: (a) the GDPR; (b) the UK GDPR (c) the UK Data Protection Act 2018; (d) any laws which implement any such laws; and (e) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Subject	has the meaning given in applicable Data Protection Laws from time to time;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679;
International Organisation	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data Breach	has the meaning given in applicable Data Protection Laws from time to time;
processing	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly);
Processor	has the meaning given in applicable Data Protection Laws from time to time;

Protected Data	means Personal Data received from or on behalf of the Client in connection with the performance of BIP UK's obligations under this Agreement;
Sub-Processor	means any agent, subcontractor or other third party (excluding its employees) Engaged by BIP UK for carrying out any processing activities on behalf of the Client in respect of the Protected Data; and
UK GDPR	means the GDPR as tailored by the UK Data Protection Act 2018.

2 Client's compliance with data protection laws

The parties agree that the Client is a Controller and that BIP UK is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Client shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Client shall ensure all instructions given by it to BIP UK in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Laws.

3 BIP UK's compliance with data protection laws

BIP UK shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.

4 Indemnity

The Client shall indemnify and keep indemnified BIP UK against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Client of its obligations under this Schedule.

5 Instructions

5.1 BIP UK shall only process (and shall ensure BIP UK Personnel only process) the Protected Data in accordance with Section 1 of Part B of this Schedule and this Agreement (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

5.2 Without prejudice to paragraph 2 of this Part A, if BIP UK believes that any instruction received by it from the Client is likely to infringe the Data Protection Laws it shall promptly inform the Client and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

6 Security

Taking into account the state of technical development and the nature of processing, BIP UK shall implement and maintain the technical and organisational measures set out in Section 2 of

Part B of this Schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

7 Sub-processing and personnel

7.1 BIP UK shall:

- 7.1.1 not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior written authorisation of the Client;
- 7.1.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this Schedule that is enforceable by BIP UK and ensure each such Sub-Processor complies with all such obligations;
- 7.1.3 remain fully liable to the Client under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and
- 7.1.4 ensure that all persons authorised by BIP UK or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

8 Assistance

- 8.1 BIP UK shall (at the Client's cost) assist the Client in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to BIP UK.
- 8.2 BIP UK shall (at the Client's cost) taking into account the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

9 International transfers

BIP UK shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written consent of the Client.

10 Audits and processing

BIP UK shall, in accordance with Data Protection Laws, make available to the Client such information that is in its possession or control as is necessary to demonstrate BIP UK's compliance with the obligations placed on it under this Schedule and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose (subject to a maximum of one audit request in any 12 month period under this paragraph 10).

11 Breach

BIP UK shall notify the Client without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

12 Deletion/return and survival

At the end of the provision of the Services relating to the processing of Protected Data, at the Client's cost and the Client's option, BIP UK shall either return all of the Protected Data to the Client or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires BIP UK to store such Protected Data. This Schedule shall survive termination or expiry of this Agreement [indefinitely in the case of paragraphs 4 and 12 of this Part A and until 12 months following the earlier of the termination or expiry of this Agreement in the case of all other paragraphs and provisions of this Schedule].

Part B

Data processing and security details

Section 1—Data processing details

Processing of the Protected Data by BIP UK under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Section 1 of Part B.

1 Subject-matter of processing:

[Insert]

2 Duration of the processing:

[Insert]

3 Nature and purpose of the processing:

[Insert]

4 Type of Personal Data:

[Insert]

5 Categories of Data Subjects:

[Insert]

6 [Specific processing instructions:

[Insert]]

Section 2—Minimum technical and organisational security measures

- 1 BIP UK shall implement and maintain the following technical and organisational security measures to protect the Protected Data:
 - 1.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, BIP UK shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.

SCHEDULE 3 CHANGE REQUEST

Part A Procedure

1 Purpose

- 1.1 This Schedule sets out the procedure for dealing with Changes, including:
- a) the rights of the parties to request a Change;
 - b) the rights of the parties to approve or reject a proposed Change;
 - c) the apportionment of costs incurred by the parties in compliance with this Schedule; and
 - d) the form of any authorised Change.
- 1.2 Either party may submit a written request for Change to the other party, in accordance with paragraph 2.
- 1.3 A Change Control Note will be in substantially the form set out in Part B of this Schedule.
- 1.4 Such Change shall be agreed by the parties only once the Change Control Note is signed by both parties, at which point the Change Control Note will constitute a binding Change to this Agreement or Work Order (as applicable).

2 Initiating a request for Change

- 2.1 BIP UK initiated request for Change:
- 2.1.1 Where BIP UK initiates a request for a Change, it will at the same time send to the Client a copy of a draft Change Control Note.
 - 2.1.2 Client will revert to BIP UK in writing within five (5) Business Days of receipt of the request with:
 - a) approval of the draft Change Control Note; or
 - b) a request for further information, if the Client reasonably considers that it requires further information in order to consider the proposed Change. Such request must detail the further information required.
 - 2.1.3 If paragraph 2.1.2(b) applies, BIP UK will provide the required information and, if required, issue an updated Change Control Note within five (5) Business Days of receiving such notification from the Client.
 - 2.1.4 If paragraph 2.1.3 applies, Client will revert to BIP UK in writing within two (2) Business Days of receipt of the updated Change Control Note with approval of the Change Control Note.
 - 2.1.5 Client may only reject a Change Control Note in the instances set out under paragraph 3.1.

2.2 Client initiated request for Change:

- 2.2.1 Where the Client initiates a request for a Change, it will at the same time send to BIP UK a copy of a draft Change Control Note.
- 2.2.2 BIP UK will revert to Client in writing within five (5) Business Days of receipt of the request with:
 - a) approval of the draft Change Control Note; or
 - b) a request for further information if BIP UK reasonably considers that it requires further information in order to consider the proposed Change. Such request must detail the further information required.
- 2.2.3 If paragraph 2.2.2(b) applies, the Client will provide the required information and, if required, issue an updated Change Control Note within five (5) Business Days of receiving such notification from the Client.
- 2.2.4 If paragraph 2.2.3 applies, BIP UK will revert to Client in writing within two (2) Business Days of receipt of the updated Change Control Note with approval of the Change Control Note, or rejection of the Change Control Note pursuant to paragraph 3.2.

3 Rejecting a Change

- 3.1 The Client may reject a request for Change from BIP UK pursuant to paragraph 2.1 only if the Client reasonably believes that the proposed Change would:
 - 3.1.1 materially or adversely affect the risks to the health and safety of any person; or
 - 3.1.2 require the agreement to be delivered in a way that infringes any law.
- 3.2 BIP UK has no obligation to accept a request for Change from the Client pursuant to paragraph 2.2 and may accept or reject each Change Control Note in its absolute discretion.

Part B
Change Control Note Template

CHANGE CONTROL NOTE
(CCN)

Date of CCN: [[DATE] OR [as of the date of final signature to this CCN]]

CCN Reference No.: [CCN/XXXX]

Originator: [Client/BIP UK]

Agreement pursuant to which this CCN is made: Master Services Agreement dated [DATE] and made between **BIP Consulting UK Limited** and [Client Name] ("Client") for the provision of Services.
BIP UK Contract Ref: [MSA/XXXX]

[Work Order to be amended: Work Order dated [DATE] and made between [[BIP Consulting UK Limited ("BIP UK")] OR [BIP UK Affiliate]] and [[the Client] OR [Client Affiliate]] in respect of [Project name].
BIP Contract Ref: [WO/XXXX]

This CCN is made pursuant to and in accordance with the terms of the above Agreement to amend the above [Agreement/Work Order].

Project Name:	[Project name] BIP Ref: CMAP [XXXX]
Reason for proposed change:	[Party proposing change to complete]
Full details of proposed change:	[Party proposing change to complete]

IT IS AGREED as follows:

- With effect from [DATE] the [Agreement/Work Order] shall be amended as set out below, with deletions shown in strike-through text and insertions shown in underlined text:

[Details of the amendments to the Agreement/Work Order to be inserted here – to include the explicit changes required to the text in order to effect the change, i.e. Clause / Schedule number, required deletions and insertions etc. such as:
 - the timing for implementation of the changes;*
 - any variations to the Charges / scope / resources arising from the change; and*
 - any other impact of the change on the Agreement/Work Order]*
- Save as herein amended, all other terms and conditions of the [Agreement/Agreement and the Work Order] inclusive of any previous CCNs shall remain in full force and effect.
- Each party shall promptly do all such acts or execute all such documents as may be required to give effect to the amendments effected or to be effected pursuant to this CCN.

In witness whereof this CCN has been executed on the above date:

Signature: _____

Name:

Date:

For and on behalf of:

BIP Consulting UK Limited

Signature:

Name:

Date:

For and on behalf of:

[Client Name]

SCHEDULE 4
RATE CARD
