



Intelligence Management Support Services Limited

G-Cloud Framework

Master Service Agreement

Standard Terms & Conditions for Engagements

Framework reference: RM1557.15

THIS AGREEMENT is made on 20[] between:

- (1) **INTELLIGENCE MANAGEMENT SUPPORT SERVICE LIMITED** (registered number 07314773) whose registered office is at Box House Estate, Bath Road, Corsham, SN13 8AA ("IMSL" or the "Supplier"); and
- (2) [Name of Customer] whose registered office is at [Address to be completed] (the "Customer").

INTRODUCTION

On [], IMSL responded to an invitation to tender from the Government Procurement Service for G- Cloud Services under the **Procurement Act 2023** (PA 2023). On [], IMSL was informed that its tender has been successful and is listed as an approved supplier of G-Cloud Services. On [], IMSL entered into a **Public Sector Contract (PSC) aligned to PA 2023** with the Government Procurement Service.

In accordance with the Provision of the PSC and Framework Agreement, the Customer has agreed to procure certain Cloud Services as described in the Order Form and Schedule 2 of this Agreement.

IMSL has further agreed to provide the services described in the Order Form and Schedule 2 of this Agreement to the Customer.

The terms of this Agreement together with the Call Off Terms (Schedule 2 of the Framework) shall form the entire agreement between the Customer and IMSL.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

- 1.1.1 the singular includes the plural and vice versa;
 - 1.1.2 reference to a gender includes the other gender and the neutral;
 - 1.1.3 words defined have the meaning as set out in Schedule 1; and
 - 1.1.4 the headings in this Agreement are for ease of reference only and shall not affect its interpretation.
- 1.2 If IMSL has already started providing services then the Customer agrees that this Agreement applies retrospectively from the commencement of those Services.

2. SERVICES

- 2.1 IMSL shall, during the Term, provide the Services to the Customer on and subject to the terms of this Agreement.
- 2.2 IMSL shall at all times perform the Services with reasonable skill, care and

diligence and fully in accordance with any agreed specification or Service Definition.

- 2.3 In order to receive the Services, the Customer and IMSL shall execute an Order Form which sets forth the specific Services to be provided. The terms and conditions of this Agreement shall apply to the provision of the relevant Services. No additional terms included in any Order Form by the Customer shall be binding on IMSL unless specifically accepted by IMSL in its acknowledgement of receipt of the Order Form.
- 2.4 The Customer may, from time to time during the Term, purchase Services in addition to the Services set out in the Order Form. The Customer shall be obliged to pay for such additional Services and/or extended Term in accordance with this Agreement.

3. USERS

In relation to the Authorised Users, the Customer undertakes that:

- 3.1 Where applicable, the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number set out in the Order Form;
- 3.2 It will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;
- 3.3 Where applicable, each Authorised User shall keep a secure password for his use of the Services, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his password confidential.

4. IMSL OBLIGATIONS

IMSL shall for the duration of the Term:

- 4.1.1 Perform its obligations under the Agreement including those in relation to the Services in accordance with Good Industry Practice; and
- 4.1.2 At all times comply with Law in carrying out its obligations under the Agreement.
- 4.2 IMSL reserves the right to make any changes to the Services Definition it deems necessary in its absolute discretion to conform to the Law and such changes shall take effect immediately upon notification to the Customer in relation to the Agreement.
- 4.3 In the course of providing the Services, IMSL may make reference to spreadsheets and computer models that the Customer has provided to it or has asked IMSL to rely upon ("Customer Models") or that IMSL may have developed or used in connection with the Services ("IMSL Models"). All

models have limits and may not produce valid results for all possible combinations of input data, errors and potential errors may thus go unnoticed. Unless otherwise expressly agreed in the Order Form:

(a) IMSL will not be responsible for reviewing, testing or detecting any errors in any of the Customer Models; and

(b) IMSL will not usually provide the Customer with a copy of the IMSL Models for the Customer's use unless agreed to in the Order Form.

5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall comply with its obligations as set out in the Order Form, the Service Specific Terms and Conditions or the relevant Service Definition. Any failure by the Customer to meet such obligations or responsibilities may give rise to delays in the provision of the Services and/or an increase in Charges at the discretion of IMSL.
- 5.2 The Customer agrees to indemnify and hold IMSL, its agents, Affiliates and subcontractors harmless from and against all costs, claims, demands, losses, damages, liabilities and expenses (including reasonable legal expenses), which IMSL, its agents, Affiliates or subcontractors may suffer or incur as a result of the Customer's or End User's use of the Services.
- 5.3 During the course of provision of the Services, the parties' respective representative as identified in the Order Form shall meet at least once per week, or such other frequency as may be set out in the Order Form, to discuss the progress of the Services and any issues arising.

6. ACCEPTANCE

- 6.1 The acceptance criteria for each Deliverable shall be set out and agreed in the Order Form (the Acceptance Criteria).
- 6.2 In respect of any Deliverables that are documents, if IMSL have not received notice from the Customer within 5 business days of delivery these will be deemed accepted by the Customer. Such Deliverables will not be subject to acceptance testing in accordance with this clause.
- 6.3 The Customer is responsible for determining that the specification of the Deliverables and the scope of the Services is appropriate for its needs.
- 6.4 The performance of the Services, the supply of the Deliverables, the timetable, the level of the Charges and any fee estimates each depend on the accuracy and completeness of any assumptions set out in the Order Form.
- 6.5 We have no responsibility to update any Deliverable for events occurring after acceptance of that Deliverable unless provided otherwise in the Order Form, nor to monitor its continuing relevance or suitability for your purposes.

7. PAYMENTS

- 7.1 In consideration of the supply of the Services, the Customer shall pay the Charges applicable to the Services procured in the relevant Order Form on completion, on delivery, or otherwise in accordance with a schedule of milestone payments.
- 7.2 Invoices shall be raised and payments shall be due and payable at the times specified in the Order Form or otherwise in accordance with the Agreement and shall be payable within thirty (30) days of the date of invoice (the "Due Date"). If any payment has not been made by the Customer by the Due Date, IMSL is entitled to charge interest in accordance with clause 21.
- 7.3 If IMSL has not received payment within 30 days after the Due Date, and without prejudice to any other rights and remedies of IMSL, IMSL may, without liability to the Customer, discontinue the Services and IMSL shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.
- 7.4 All amounts and fees stated or referred to in the Agreement:
- 7.4.1 shall be payable in pounds sterling;
 - 7.4.2 are non-cancellable and non-refundable; and
 - 7.4.3 are exclusive of value added tax, which shall be added to IMSL's invoice(s) at the appropriate rate.

8. IMSL G-Cloud Services (the Services)

- 8.1 Unless otherwise expressly agreed in an Order Form, all IMSL G-Cloud Services shall be performed on a time and materials basis, with meals, lodging, travel and other reasonably necessary out-of-pocket expenses invoiced in addition to such fees and deemed accepted upon delivery.
- 8.2 In relation to the Services, unless set out otherwise in the Order Form:
- 8.2.1 IMSL will provide only those Services as directed and requested by the Customer and only as time allows. IMSL will use commercially reasonable endeavours to complete the Services described in the Order Form and does not guarantee that such Services will be completed within the allotted hours or days set forth in the Order Form;
 - 8.2.2 the Customer shall (a) provide documents as required to provide IMSL with the insight needed to support the provision of Services, (b) provide office space, phones, facilities and network connectivity and computer systems for on-site IMSL personnel or on-site IMSL training; and (c) provide timely access to the Customer's business experts and project team members to identify and resolve business or technical issues;
 - 8.2.3 when T&M daily rates are charged, a work day will consist of seven and a half (7.5) hours for each Working Day provided during regular business hours (8am – 6pm). Each hour over seven and a half (7.5)

hours in a single day will be charged on a pro-rata basis (the daily rate divided by seven and a half (7.5) hours to determine the charge per hour). Fixed price training services are charged at the full daily rate regardless of the number of hours worked; and

8.2.4 all prepaid Services must be used within twelve (12) months. Any prepaid Consulting Services not utilised during the (12) month period, as applicable, shall be forfeited and no refund shall be given.

9. PROVISION OF EQUIPMENT

9.1 If IMSL is to provide the Customer with any Equipment, unless the Order Form states otherwise, the Equipment will at all times remain the property of IMSL and the Customer will at all times make clear to third parties that the same is the property of IMSL. The Customer hereby agrees:

9.1.1 not to use the Equipment except in accordance with the Agreement and all applicable laws, regulations and licenses; and

9.1.2 not to do anything or to allow to subsist any circumstances likely to damage the Equipment or impair its performance or operation.

10. PROPRIETARY RIGHTS

10.1 With the exception of Client Data and any pre-existing Client IPR used in the provision of the Services, IMSL owns and continues to own the intellectual property in the Services and any pre-existing IMSL IPR. Upon continuous payment for the Services, IMSL shall grant the Client a non-exclusive, non-transferable right to use the Services and/or pre-existing IMSL IPR for purposes of enjoying the Services.

10.2 As between IMSL and the Client, the Client or its licensors own all right, title, and interest in and to the Client Data. Except as provided in this clause 10, IMSL obtains no rights under the Agreement from the Client's or its licensors to the Client Data, including any relevant pre-existing Client IPRs. The Client consents to IMSL's and its subcontractor's use of the Client Data to provide the Services to the Client.

10.3 The Client represents and warrants to IMSL that: (a) the Client or its licensors own all right, title and interest in and to the Client Data; (b) the Client has all rights in the Client Data necessary to grant the rights contemplated by the Agreement; and (c) none of the Client Data, or the End Users' use of the Client Data or the Services will infringe any third party's IPRs.

10.4 As between the Client and IMSL, IMSL, its Affiliates, subcontractors or licensors own and reserve all right, title, and interest in and to the Services. IMSL grants the Client a limited, revocable, non-exclusive, non-sub-licensable, non-transferrable license to permit the Authorised Users to do the following during the Term: (i) access and use the Services solely in accordance with the Agreement and for its own internal business purposes; and (ii) copy and use IMSL's Content solely in connection with the Client's permitted use of the Services. Except as provided in this clause 10, the Client

obtains no rights under the Agreement from IMSL or its licensors to the Services, including any related IPRs.

- 10.5 Neither the Client nor any Authorised User may use the Services in any manner or for any purpose other than as expressly permitted by the Agreement. All licenses granted to the Client in the Agreement are conditional on the Client's continued compliance with the Agreement, and are immediately terminable on notice from IMSL if the Client or any End User does not comply with any term or condition of the Agreement. During and after the Term, the Client will not assert, nor will the Client authorise, assist, or encourage any third party to assert, against IMSL or any of its Affiliates, Clients, vendors, business partners, or licensors, any intellectual property infringement claim regarding any Service the Client has used.

11. DATA PROTECTION AND DISCLOSURE

- 11.1 With respect to the parties' rights and obligations under the Agreement, the parties agree that the Customer is the Data Controller and that IMSL is the Data Processor in relation to Customer Personal Data.
- 11.2 IMSL shall:
- 11.2.1 subject to this clause process Customer Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature as set out in the Agreement or as otherwise notified by the Customer to IMSL during the Term);
 - 11.2.2 process Customer Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
 - 11.2.3 implement appropriate technical and organisational measures to protect Customer Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to Customer Personal Data and having regard to the nature of the Customer Personal Data which is to be protected;
 - 11.2.4 take reasonable steps to ensure the reliability of any IMSL Staff who have access to Customer Personal Data;
 - 11.2.5 obtain prior written consent from the Customer in order to transfer Customer Personal Data to any other person (including for the avoidance of doubt any sub-contractor) for the provision of the Services provided that the Customer acknowledges it has given its prior consent in this regard where such transfer is described or contemplated in the relevant Service Definition;
 - 11.2.6 take reasonable steps to ensure that all IMSL Staff required to access Customer Personal Data are informed of the confidential nature of the

Personal Data and comply with the obligations set out in this clause;

- 11.2.7 take reasonable steps to ensure that none of IMSL Staff publish, disclose or divulge Customer Personal Data to any third party unless directed in writing to do so by the Customer;
- 11.2.8 notify the Customer within five Working Days if it receives:
 - 12.2.8.1 a request from a Data Subject to have access to Customer Personal Data relating to that person; or
 - 12.2.8.2 a complaint or request relating to the Customer's obligations under the Data Protection Legislation;
- 11.2.9 provide the Customer with full cooperation and assistance in relation to any complaint or request made relating to Customer Personal Data, including by:
 - 11.2.9.1 providing the Customer with full details of the complaint or request;
 - 11.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Customer's instructions;
 - 11.2.9.3 providing the Customer with any Customer Personal Data it holds in relation to a Data Subject (within the reasonable timescales required by the Customer); and
 - 11.2.9.4 providing the Customer with any other information reasonably requested by the Customer.
- 11.3 IMSL shall comply at all times with the Data Protection Legislation and shall not perform its obligations under the Agreement in such a way as to cause the Customer to breach any of its applicable obligations under the Data Protection Legislation in relation to the Customer's use of the Services.
- 11.4 Where Customer Data is received by IMSL from the Customer under or in connection with the Agreement, the Customer warrants and represents that such Customer Data has been collected, processed and transferred in accordance with applicable data privacy laws and that the Customer has provided all notices and obtained all consents required by applicable law to enable the legal transfer of such Customer Data to and processing by IMSL and its subcontractors for the purposes of enabling IMSL to perform its obligations under the Agreement.
- 11.5 In the event of any loss or damage to Customer Data, IMSL shall use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by IMSL in accordance with the archiving procedure described in the relevant Service Definition. IMSL shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by IMSL to perform services related to Customer Data maintenance and backup).

12. CONFIDENTIALITY

- 12.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Agreement, each party shall:
- 12.1.1 treat all information belonging to the other party as confidential and safeguard it accordingly; and
 - 12.1.2 not disclose any information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the Agreement.
- 12.2 IMSL shall take all necessary precautions to ensure that all Customer information obtained under or in connection with the Agreement:
- 12.2.1 is given only to the IMSL Staff engaged to advise on it in connection with the Agreement as is strictly necessary for the performance of the Agreement; and
 - 12.2.2 is treated as confidential and not disclosed (without approval) or used by any IMSL Staff otherwise than for the purposes of the Agreement.
- 12.3 The provisions of clauses 12.1 to clause 12.2 shall not apply to any information received by one party from the other which:
- 12.3.1 is or becomes public knowledge (otherwise than by breach of this clause);
 - 12.3.2 was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
 - 12.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 12.3.4 is independently developed without access to the information; or
 - 12.3.5 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, or the Environmental Information Regulations.
- 12.4 In the event that either party fails to comply with this clause 12, the other party may terminate the Agreement with immediate effect by notice in writing.
- 12.5 IMSL will immediately notify the Customer of any breach of security in relation to Customer information obtained in the performance of the Agreement and will keep a record of such breaches. IMSL will use its best endeavours to recover such Customer Confidential Information however it may be recorded. This obligation is in addition to IMSL's obligations under clause 12. IMSL will co-operate with the Customer in any investigation that the Customer considers necessary to undertake as a result of any breach of security in relation to Customer information. This clause 12.5 shall survive termination of the Agreement, however arising.
- 12.6 To the extent that, in connection with the Agreement, IMSL provides the Customer with information which IMSL has indicated is exempt from disclosure under the Freedom of Information Act 2000 ("Exempt Information") the Customer agrees to notify IMSL, as soon as reasonably

possible, of any request received by it. Before making any disclosure of IMSL's Exempt Information the Customer shall take account of any representations made within a reasonable time by IMSL about the applicability of the FoIA Exemptions to such Exempt Information.

13. LIMITATION OF LIABILITY

13.1 This clause 13 sets out the entire financial liability of IMSL (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

13.1.1 any breach of the Agreement;

13.1.2 any use made by the Customer of the Services or any part of them;
and

13.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

13.2 Except as expressly and specifically provided in the Agreement:

13.2.1 IMSL shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to IMSL by the Customer in connection with the Services, or any actions taken by IMSL at the Customer's direction;

13.2.2 IMSL does not warrant that the Services or Equipment will be suitable for all the Customer's requirements (whether made known to IMSL or not), nor that the Services or Equipment will operate in the particular circumstances in which they are used by the Customer, nor that the provision of Services will be uninterrupted or free from minor error;

13.2.3 IMSL does not warrant the results that may be obtained from the use of the Services and Equipment or accuracy, reliability or content of any information services or merchandise contained in or provided through the Services and Equipment; and

13.2.4 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement.

13.3 IMSL will be under no liability in respect of:

13.3.1 any defect in the Services or Equipment arising from any drawing, design or specification supplied by the Customer;

13.3.2 any defect in the Services or Equipment arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow IMSL's or the manufacturer's instructions (whether oral or in writing), misuse or alteration or repair of the Services or Equipment without IMSL's or the manufacturer's approval; or

13.3.3 any third party software, third party services or information; or

13.3.4 any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities not provided by IMSL, including the internet; or

13.3.5 any problems resulting from any modifications or customisation of the Equipment or any software provided by IMSL not authorised in writing by IMSL; or

13.3.6 incorrect or unauthorised use of the Equipment or any software provided by IMSL or operator error where these are defined as use or operation not in accordance with the corresponding operating manuals.

13.4 Nothing in the Agreement excludes the liability of IMSL:

13.4.1 for death or personal injury caused by IMSL's negligence; or

13.4.2 other liabilities which cannot lawfully be limited or excluded or

13.4.3 for fraud or fraudulent misrepresentation.

13.5 IMSL shall not be liable whatsoever for any loss of profits, loss of business, depletion of goodwill and/or similar losses, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement.

13.6 IMSL's total aggregate liability whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with all defaults of the Agreement (excluding those stated in clause 13.4) shall not exceed the sum set-out in 8.2 of the Order Form.

14. TERM AND TERMINATION

14.1 The Agreement shall take effect on the Effective Date and shall expire on:

14.1.1 the date specified in the Order Form; or

14.1.2 the date which is twelve (12) months after the Effective Date, or

14.1.3 whichever is the earlier, unless terminated earlier pursuant to the Agreement.

14.2 The Customer may at any time by notice in writing terminate the Agreement as from the date of service of such notice, or a later date specified in such notice, in accordance with the Order Form and the G-Cloud Framework and Call Off Agreements.

15. THIRD PARTY PROVIDERS

15.1 The Services provided under the Agreement may include the provision of Third Party Licences. Both IMSL and the Customer agree to comply with all terms of such Third Party Licences, the provisions of which, to the extent that they bear on the Customer, will be disclosed in advance by IMSL to the Customer. The Customer acknowledges and agrees that IMSL's obligations are subject to such Third Party Licences.

15.2 Save as otherwise set out in the Agreement, the Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. IMSL makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract

entered into by the Customer, with any such third party. IMSL does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

16. SECURITY

- 16.1 The Customer acknowledges and agrees that suitable security measures are important components of any internet-related service and that the benefits of security measures are known to the Customer. The Customer further acknowledges and agrees that the Customer is solely responsible for evaluating the appropriateness and adequacy of its own security measures and that it alone has the relevant information about the type of Personal Data which the Customer controls or processes to make such determination. The Customer acknowledges and agrees that it is responsible for ensuring that any Customer Data processed pursuant to the use of the Services has an impact level classification which is no higher than the impact level to which the relevant Service has been accredited, as set out in the relevant Service Definition.
- 16.2 IMSL will, in the provision of the Services, maintain security standards that: (i) are in accordance with Good Industry Practice, applicable law and the provisions of the Agreement; and (ii) comply with the principles of ISO/IEC27001 and ISO/IEC27002.

17. PREVENTION OF CORRUPTION AND FRAUD

- 17.1 IMSL shall not:

17.1.1 offer or give, or agree to give, to any employee, agent, servant or representative of the Customer, any other public body or person employed by or on behalf of the Customer, or any other public body (each of which for the purposes of this clause shall be a "Relevant Person") any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the Agreement or any other contract with any Relevant Person, or for showing or refraining from showing favour or disfavour to any person in relation to any such contract;

17.1.2 enter into the Agreement or any other agreement with any Relevant Person in connection with which a financial incentive or package has been paid or has been agreed to be paid by IMSL or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such financial incentive or package and of the terms and conditions of any such agreement for the payment of such financial incentive or package have been disclosed in writing to the Customer;

17.1.3 commit any offences under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010 in connection with the Agreement; or

17.1.4 defraud or attempt to defraud or conspire to defraud any Relevant Person.

- 17.2 IMSL warrants and represents to the Customer that in entering into the

Agreement it has not done any of the things prohibited in clause 17.1.1.

17.3 In the event of any breach of clause 17.1 or 17.2 the Customer shall be entitled to terminate the Agreement with immediate effect.

17.4 Without prejudice to its other rights and remedies under this clause, the Customer shall be entitled to recover in full from IMSL and IMSL shall on demand indemnify the Customer in full against:

17.4.1 the amount of value of any such gift, consideration or commission;
and

17.4.2 any other loss sustained by the Customer in consequence of any breach of this clause.

18. CONFLICTS OF INTEREST

18.1 It is IMSL's practice, in appropriate circumstances, to check for conflicts of interest before taking on engagements. IMSL may provide many different professional services to Customers and we cannot be certain that we will identify promptly all situations where there may be a conflict with your interests. Please notify us promptly of any potential conflict affecting this engagement of which you are, or become aware.

19. FORCE MAJEURE

19.1 IMSL shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the IMSL or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of IMSLs or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

19.2 If for reasons outside the control of IMSL, the Services or any part thereof become impossible to perform or are otherwise frustrated IMSL will be entitled to terminate the Agreement reasonable on notice to the Customer without incurring any liability and the Customer shall pay IMSL for Services provided until such termination.

20. SOLICITATION OF STAFF

20.1 Whilst the Agreement is in force and for a period of 3 (three) months from its termination or expiry, neither party will directly or indirectly (other than through a response to a published advertisement) employ or engage the services of any person who was concerned on behalf of the other party in the performance of any of the Services pursuant to the Agreement. If either party is in breach of this clause, the party so employing or engaging such person shall immediately pay to the other as liquidated damages a sum

equal to the first 6 (six) months' gross remuneration of the person so engaged.

21. INTEREST

- 21.1 Interest shall be payable on the late payment of any undisputed Charges properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

22. SEVERANCE

- 22.1 If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 22.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

23. ENTIRE AGREEMENT

- 23.1 The Agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 23.2 Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

24. ASSIGNMENT

- 24.1 In accordance with CO-16 of the Call-Off Agreement, IMSL may not assign or novate any or all of its rights and obligations under this Agreement without the prior written consent of the Customer to IMSL, which shall not be unreasonably withheld or delayed.
- 24.2 In accordance with CO-16 of the Call-Off Agreement, the Customer may assign or novate all of its rights and obligations under this Agreement without the prior written consent of IMSL.

25. NO PARTNERSHIP OR AGENCY

- 25.1 Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

26. THIRD PARTY RIGHTS

- 26.1 Other than expressly stated to the contrary, the Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

27. NOTICES

- 27.1 Except as otherwise expressly provided, any notice whatsoever which either the Customer or IMSL is required or authorised by this Agreement to give or make to the other shall be given or made by first class post in a prepaid letter, addressed to the other at the address specified in clause 27.2. If that letter is not returned as being undelivered, that notice or communication shall be deemed, for the purposes of this Contract, to have been given or made two (2) Working Days after dispatch by the sender.

- 27.2 For the purposes of clause 27.1 the address of each party shall be:

For the **CUSTOMER**:

[]

For **IMSL**:

[].

28. GOVERNING LAW AND JURISDICTION

- 28.1 The Agreement and/or any non-contractual obligations or matter arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

IN WITNESS of which this Agreement has been duly executed by the parties.

For and on behalf of IMSL:

For and on behalf of the Customer:

Authorised signatory:

Authorised signatory:

Name:

Name:

Job Title:

Job Title:

Date:

Date:

Schedule 1

DEFINITIONS

Affiliate: in relation to the Customer any company, partnership or other entity which from time to time directly or indirectly Controls, is Controlled by or is under common Control with, the Customer, including any subsidiary or holding company of the Customer (as those expressions are defined in section 1159 and 1162 of the Companies Act 2006 (as amended));

Agreement: the clauses of this Agreement together with the schedules to it and any documents referred to or attached to it;

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the relevant Services;

Call Off Terms: means the terms stated in Schedule 2 of the Framework Agreement.

Change of Control: the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of a party by another entity in a single transaction or a series of transactions.

Charges: means the payments due in respect of the supply of Services as set out in the relevant Order Form, or if not set out in the Order Form, the applicable charges for the Services set out in the Service Definition.

Customer: in relation to this Agreement [*insert full name of Customer*] or such members of the Customer Group who enter into (as additional signatories). For the purposes of this Agreement, all references to Customer shall be constructed as referring to [*insert full name of Customer*] or the member of the Customer Group .

Customer Confidential Information: all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Customer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

Customer Data: (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to IMSL by or on behalf of the Customer; or (ii) which IMSL is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Customer is the Data Controller.

Customer Representative: means the individual nominated by the Customer to represent the Customer in dealings with IMSL under the Agreement.

Content: means all documents, files, electronic media, calendar dates, discussions, tasks, meetings, telephone and web conference details and whiteboards, visual, written or audible data, information or material including, without limitation: any

hyperlink, application, graphic, artwork, video, music, text, image, logo, word, sound avatar, document, spreadsheet, text message, form entry, web page, and any other file or data or any similar material, including but not limited to each of the foregoing that is uploaded to, transferred through, publicly posted, processed or entered into the Services.

Data Controller: has the meaning given to it in the Data Protection Act 2018 (DPA 2018) and UK General Data Protection Regulation (UK GDPR).

Data Processor: has the meaning given to it in the Data Protection Act 2018 (DPA 2018) and UK General Data Protection Regulation (UK GDPR).

Data Protection Legislation: means the Data Protection Act (DPA 2018) and UK General Data Protection Regulation (UK GDPR), the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, including the Data (Use and Access) Act 2025 (DUAA).

Data Subject: has the meaning given to it in the Data Protection Act 2018 (DPA 2018) and UK General Data Protection Regulation (UK GDPR).

Default: means any breach of the obligations of a party (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of that party in connection with or in relation to the Agreement or the subject matter of the Agreement and in respect of which that party is liable to the other party.

Effective Date: the date identified as the date on which the relevant Services are to commence, as set out in the relevant Order Form or, if no such date is set out, the date on which both parties have signed the relevant Order Form.

End User: means those employees, agents and independent contractors of the Customer who use the relevant Services, whether authorised by the Customer or not.

Equipment: means any apparatus, equipment, hardware, software, material or other items (including parts and components) supplied by IMSL as set out in any Order Form.

Framework Agreement: means the governing agreement between the Government Procurement Service and IMSL dated [] under which the Customer is able to procure services from IMSL.

General Terms: means this document and the schedules hereto.

IMSL Confidential Information: any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel

and suppliers of IMSL, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information.

IMSL Representative: means the individual nominated by IMSL to represent IMSL in dealings with IMSL under the Agreement.

IMSL Staff: means all persons employed by IMSL together with IMSL's servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Agreement.

Initial Term: means the initial Term of the Agreement, as set out in the Order Form.

Intellectual Property Rights or IPRs: means (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; (c) and all other rights having equivalent or similar effect in any country or jurisdiction.

Order Form: means an order for one or more of the Services constituted by a valid order form (in the format set out in schedule 2 Part 1 of the Framework Agreement) containing the information required by IMSL to initiate the on-boarding process and signed by the Customer.

Personal Data: has the meaning given to it in the Data Protection Act 2018 (DPA 2018) and UK General Data Protection Regulation (UK GDPR).

Regulatory Body: means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Agreement or any other affairs of the Customer.

Service Level: means the level to which IMSL is to perform a relevant Service, as identified as such and set out in the Service Definition for the relevant Service.

Services: the services provided by IMSL to the Customer under the Agreement as described in the Service Definition.

Service Definition: means the description of each service IMSL is entitled to provide.

Software: any software provided by IMSL as part of the Services.

Term: means the term of the Agreement, as set out in the Order Form and as may be extended.

Third Party Licences: means licences granted by third party licensors to IMSL for

software needed in order to provide the Services.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to an Order Form, where applicable.

Virus: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Working Days: means any day other than weekends (Saturday and Sunday) and/or public holidays in England and Wales.

Schedule 2

SERVICES DEFINITION

Ordered services shall include:

- The scope of the Ordered Services to be provided by IMSL;
- The Charges for the Ordered Services; and
- Any Applicable Service Levels for the Ordered Services.