



Digital build & consultancy

www.panlogic.co.uk

ClientName: Contract for the Supply of Services

DD Month 20XX

Panlogic UK (Head Office)

Marcar House, 13 Parkshot, Richmond, LONDON TW9 2RG UNITED KINGDOM

Tel: +44 (0)20 8948 5511

Fax: +44 (0)20 8948 6611

www.panlogic.co.uk

Contact:

William Makower

william.makower@panlogic.co.uk

+44 (0)333 3395234

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AGREEMENT dated [Date]

BETWEEN:

- 1) **PANLOGIC LIMITED** a company incorporated and registered in England and Wales under No. 3753915; whose registered office is at **Marcar House, 13 Parkshot, Richmond upon Thames, Surrey TW9 2RG** ("**the Supplier**")
- 2) **[FULL LEGAL NAME OF CLIENT]** a company incorporated and registered in England and Wales under **[INSERT COMPANY NUMBER]** whose registered office is at **[INSERT ADDRESS]** ("**the Client**")

BACKGROUND

- 1) Panlogic is in the business of providing **[digital consultancy, delivery and managed services]**.
- 2) The Client wishes to engage the Supplier to provide the **Services** and the Supplier has agreed to provide the **Services** to the Client on the terms set out in this Agreement.

IT IS AGREED as follows

1. Interpretation

- 1.1 In this Agreement, unless the context does not so permit, the following expressions have the following meanings:

'Acceptance Date'	means the date on which the Software pass the Acceptance Tests in accordance with Clause 8.6.
'Acceptance Tests'	means the tests of the Services carried out by the Client after the Software Delivery Date as described in Clause 8, designed to demonstrate whether the Software meets the criteria set out in the Technical Specification , or in the absence of such specification, any such criteria as notified to the Client in writing by the Supplier acting reasonably.
'Affiliate'	means, in relation to either party, any legal entity controlling, controlled by or under common control with the party in question, for which purpose, " <i>control</i> " means direct or indirect possession of the power to direct or to cause the direction of the management or policies of the party or entity in question, whether pursuant to the ownership of voting securities, by contract or otherwise.
'Applicable Laws'	means all statutes, orders, regulations, precedents or other matters having force of law from time to time.
'Bespoke Software'	means the software products (if any) developed by the Supplier specifically for the Client as part of the Services as specified in the Statement of Work .
'Business Day'	means Monday to Friday inclusive, excluding bank, customary, public or statutory holidays in England and Wales.
'Business Hours'	means the hours of 09:00 hours to 17:00 hours United Kingdom time on a Business Day .
'Change Order'	means a document setting out the proposed changes and the effect that those changes will have on the provision of the Services , the existing Charges , the Implementation Plan , and any other terms of this Agreement.
'Charges'	means the sums payable for the Services and (if applicable) Support Services by the Client to the Supplier as set out in Part 2 of Schedule 1 .
'Commencement Date'	means the date on which this Agreement becomes effective as specified in the Statement of Work .

'Confidential information'	means all information including technical or commercial know-how, specifications, inventions processes or initiatives of whatever kind, including without limitation any information of a personal, political or otherwise sensitive nature, (in whatever form including without limitation orally, written, in electronic, tape, disk, physical or visual form) relating to one party, its Affiliates or its business contacts including information relating to the Software , or any of its constituent parts and the Source Code relating to the Software or any such parts which one party or its representatives or any of its group companies, or their representatives directly or indirectly discloses, or makes available, to the other party or its representatives before, on or after the date of this Agreement.
'Control'	means the beneficial ownership of more than 50% of the issued voting capital of a company or the legal power to direct or cause the direction of the general management of the company, and the expression " <i>Change of Control</i> " shall be construed accordingly.
'Client Equipment'	means any equipment, including and not limited to tools, systems, cabling or facilities, provided by the Client, its agents, subcontractors or consultants to the Supplier which is used directly or indirectly in the supply of the Services including any such items specified in the Statement of Work .
'Client Materials'	means all documents, information, items and materials in any form, including any software owned or licenced to the Client whether owned by the Client or a third party, which are provided by the Client to the Supplier in connection with the supply of the Services including any such items specified in the Statement of Work .
'Client Representative'	means the individual identified as the person responsible for managing the provision of the Services on behalf of the Client as stated in the Statement of Work , or any replacement individual appointed by the Client as notified to the Supplier from time to time.
'Data Protection Legislation'	means all applicable privacy and data protection laws in the United Kingdom (as may be amended, superseded, replaced or updated from time to time) including any national implementing laws, regulations and secondary legislation relating to the processing of Personal Data and the General Data Protection Regulation (EU 2016/679) and any other directly applicable European Union Regulation relating to data protection and privacy unless and until such laws are no longer directly applicable in the UK.
'Data Subject'	has the meaning set out in the Data Protection Legislation .
'Data Subject Request'	means a request made by a Data Subject to exercise any of its rights under the Data Protection Legislation .
'Defect'	an error in the Supported Software that causes it to fail to operate substantially in accordance with the relevant Documentation .
'Deliverables'	means any outputs of the Services , and any other documents, products and materials including user experience documents, related diagrams and charts and consultation documentation provided by the Supplier to the Client in connection with the Services .
'Documentation'	means , to the extent that Panlogic has agreed to provide the same, the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable or machine-readable forms supplied by the Supplier to the Client in connection with this Agreement.
'Intellectual Property Rights'	means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade-marks and service marks business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use know-how and all other intellectual property rights, in each case whether registered or

	unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
'Implementation Plan'	means the schedule for the performance of this Agreement set out in the Statement of Work , which may be varied in accordance with Clause 10.
'Licence'	means the Licence granted to the Client by the Supplier in accordance with Clause 14.
'Licensed Software'	means the Software licensed to the Client as specified in the Statement of Work (excluding the Open Source Software and the Third Party Software) and all subsequent amendments and updates to, or new versions of, such Software as may be provided under this Agreement.
'Licensed Users'	means the employees and agents of the Client who use the Licensed Software up to the maximum number specified in the Statement of Work .
'Modified Software'	means the standard software programs proprietary to the Supplier and/or third parties listed in the Statement of Work , which have been modified or are to be modified by the Supplier under this Agreement.
'New Release'	means a new release of all or any part of the Supported Software suitable for use by the Client in which previously identified faults have been remedied or to which any modification, enhancement, revision or update has been made, or to which a further function or functions have been added.
'New Version'	means a new version of the Licensed Software released by the Supplier after the Acceptance Date which provides additional or improved functionality or performance.
'Open Source Software'	any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at http://www.gnu.org/licenses/gpl.html), or anything similar, included or used in, or in the development of, the Software , or with which the Software is compiled or to which it is linked.
'Personal Data'	has the meaning set out in the Data Protection Legislation .
'Process'	has the meaning set out in the Data Protection Legislation and the expressions "Processing" and "Processed" shall be construed accordingly.
'Security Incident'	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
'Service Level Agreement'	means the agreement (if any) between the Supplier and the Client setting out the quality and scope of the Services and the level or standard to which the same will be provided (as more particularly set out in Schedule 3).
'Services'	means the services (including, if applicable, the Software) and Support Services provided by the Supplier to the Client as more particularly described in the Statement of Work .
'Services Start Date'	means the date on which the provision by the Supplier of the Services is scheduled to commence, as specified in the Statement of Work .
'Site'	means the location(s) if any at which the Software is to be provided or used as specified in the Statement of Work . [Note: This definition can be removed if it is not relevant in the context of the Agreement or if the Software is to be provided remotely.]
'Software'	means the Supplier Standard Software , the Third Party Software , the Modified Software , the Open Source Software , Tools and the Bespoke

	Software to be supplied to the Client in accordance with this Agreement. [Note: The overall product which you are to supply to the customer in accordance with the Agreement is defined as the “Software”. We advise that the specific programs are listed in the Statement of Work and that this definition accurately reflects the types of Software to be provided.]
‘Software Delivery Date’	means the estimated delivery date specified in the Implementation Plan on which the Supplier shall deliver a Software Module to the Client.
‘Source Code’	means the source code of the software to which it relates, in the language in which the software was written, together with all related flow charts and technical documentation, all of a level sufficient to enable the Client's personnel to understand, develop and maintain that software.
‘Software Module’	means any one of the individual software programs in the Software .
‘Statement of Work’	means the document at Schedule 1 of this Agreement as may be amended from time to time in accordance with the terms of this Agreement.
‘Sub-Processor’	has the meaning set out in the Data Protection Legislation .
‘Supplier Equipment’	means any equipment, including and not limited to Tools , systems, cabling or facilities, provided by the Supplier to the Client and used directly or indirectly in the supply of the Services including any such items specified in the Statement of Work .
‘Supplier Representative’	means the individual identified as the person responsible for managing the Services on behalf of the Supplier as stated in the Statement of Work , or any replacement individual appointed by the Supplier as notified to the Client from time to time.
‘Supplier Standard Software’	means software programs proprietary to the Supplier listed in the Statement of Work which are to be used by the Supplier without modification for the purposes of providing the Services .
‘Support Charges’	means the charges relating to the provision of the Support Services payable by the Client to the Supplier as specified in the Statement of Work .
‘Support Services’	means the support services to be provided to by the Supplier as specified in the Statement of Work
‘Supported Software’	means the Software programmes listed as Supported Software in the Statement of Work and all subsequent amendments and updates to and New Releases of such programs.
‘Technical Specification’	means, if Panlogic and the Client have agreed that one shall be provided, the Technical Specification for the Software environment agreed by both parties, contained in the Statement of Work .
‘Term’	means the term of this Agreement as specified in the Statement of Work .
‘Third Party Software’	means the software programs proprietary to third parties, listed in the Statement of Work , which are to be provided to the Client without modification under the terms of this Agreement.
‘Tools’	means any Tools and know-how developed, and methods invented, by the Supplier in the course of or as a result of carrying out its obligations under this Agreement, whether or not developed or invented specifically or used exclusively as part of the provision of the Services Software or Support Services to the Client.
‘VAT’	means value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction.

1.2 Clause, paragraph and Schedule headings shall not affect the interpretation of this Agreement.

- 1.3 References to Clauses and Schedules are to the Clauses and Schedules of this Agreement and references to Paragraphs are to Paragraphs of the relevant Schedule.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. References to any gender include a reference to other genders.
- 1.8 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, re-enacted or replaced from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.10 A reference to writing or written includes email (but not facsimile) and the expression "*written*" shall be construed accordingly.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement & duration

- 2.1 This Agreement shall come into effect (or, if applicable, shall be deemed to have come into effect) on the **Commencement Date** and shall continue for the **Term** unless terminated earlier in accordance with the terms of this Agreement.

3. The Supplier's duties

- 3.1 The Supplier shall:
- (a) provide the **Services** and the **Software** to the Client in accordance with this Agreement and the **Service Level Agreement** from the **Services Start Date** provided that, in the event of any discrepancy or conflict between this Agreement and the **Service Level Agreement**, the **Service Level Agreement** shall prevail, but only to the extent necessary to resolve the discrepancy or conflict;
 - (b) use reasonable endeavours to meet any deadline specified in the **Implementation Plan**, but any dates shall be estimates only and time for performance by the Supplier shall not be the essence of this Agreement;

- (c) use all reasonable endeavours to observe all health and safety requirements that apply at any other relevant Client premises that have been communicated to it under Clause 4.1(g), provided that the Supplier shall not be liable under this Agreement if as a result of such compliance it is in breach of any of its obligations under this Agreement; **[Note: This clause should be removed if the definition of "Site" is not used.]** and
- (d) appoint a **Supplier Representative** who shall have authority contractually to bind the Supplier on all matters relating to this Agreement and shall serve as a primary contact with the Client for the purposes of this Agreement.

3.2 The Supplier warrants and represents that:

- (a) it will perform the **Services** in a reliable and professional manner, in conformity with good industry practice, by a sufficient number of competent personnel with appropriate skills, qualifications and experience and has, and will at all times have, the ability and capacity to meet such requirements;
- (b) obtain and maintain all necessary licences, consents and permissions necessary for the performance of its obligations under this Agreement;
- (c) where the **Services** comprise or include the assumption of responsibility by the Supplier for a product of service already in use by the client or previously supplied by a third party ("*the original deliverables*") the Supplier shall have no liability to the Client for any loss or damage suffered or incurred by the Client, or for any defect or failure in or affecting the **Services**, to the extent that such loss, damage, defect or failure arises as a result of any defect or failure in or affecting the original deliverables or any part thereof.
- (d) the Client will receive good and valid title to or right to use all **Deliverables**, free and clear of all encumbrances, liens and restrictions of any kind; and
- (e) it is in compliance with and will perform the **Services** in compliance with all **Applicable Laws**.

4. Client's obligations

4.1 The Client shall:

- (a) co-operate with the Supplier in all matters relating to the **Services** and carry out all other Client obligations set out in this Agreement in a timely and efficient manner;
- (b) comply, as soon as reasonably practicable, with all of the Supplier's reasonable requests for information, access or assistance in connection with the provision of the **Services**;
- (c) appoint a **Client Representative**, who shall have the authority to contractually bind the Client on all matters relating to this Agreement and shall serve as a primary contact with the Client for the purposes of this Agreement;
- (d) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to any relevant Client premises, office accommodation, data and other facilities as reasonably required by the Supplier in order to provide the **Services** including any such access as is specified in the **Statement of Work**;
- (e) provide to the Supplier in a timely manner all **Client Materials**, **Client Equipment** and any other documents, information, items and materials in any form, whether owned by the Client or a third party, or otherwise reasonably required by the Supplier in connection with the provision of the **Services** and ensure that such materials are complete and accurate in all material respects;

- (f) ensure that all the Client's Equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements;
- (g) inform the Supplier in writing of all health and safety and security requirements that apply at the **Site** or other relevant Client premises. If the Client wishes to make a change to those requirements which will materially affect the provision of the **Services** or **Software**, it may only do so via the change control procedure set out in Clause 10;
- (h) obtain and maintain all necessary licences consents and permissions necessary for the Supplier, its agents, subcontractors, consultants and employees, and comply with all relevant legislation as required to enable the Supplier, to provide the **Services**, including in relation to the installation of the **Supplier Equipment**, the use of all **Client Materials** and **Client Equipment** insofar as such licences, consents and legislation relate to the Client's business, premises, staff and equipment, in all cases before the **Commencement Date** of the **Services**;
- (i) keep and maintain Supplier's Equipment in good condition and shall not otherwise dispose of or use the Supplier's Equipment other than in accordance with its written instructions or authorisation;
- (j) ensure that its network and systems comply with any specifications and requirements as the Supplier, acting reasonably, may notify to the Client from time to time; and
- (k) comply with all **Applicable Laws** with respect to its obligations under this Agreement.

5. Provision of software & documentation

5.1 This Clause shall only apply if the **Services** include the provision of **Software**.

5.2 The Supplier shall:

- (a) develop the **Bespoke Software** and modify the **Modified Software** in accordance with the **Technical Specification**;
- (b) provide the **Software** to the Client in accordance with the terms of this Agreement;
- (c) provide the Third-Party **Software** and any **Modified Software** to the Client and its **Affiliates** under the standard licence terms provided by the relevant third parties, copies of which shall be provided to the Client, and the Client agrees to be bound to the relevant third parties by such licence terms and to ensure that its **Affiliates** are bound under similar obligations owed to the relevant third parties;
- (d) provide to the Client, from time to time, copies of the **Documentation** containing sufficient up-to-date information for the proper use and maintenance of the **Software**. Such **Documentation** may be supplied in electronic form; and
- (e) grant the **Licence** to the Client in accordance with this Agreement. [Note: If no Licence is to be granted to the Client (for example, if the Software is to be provided as a service, this clause can be removed.)]

5.3 The Client may make such further copies of the **Documentation** as are reasonably necessary for the use and maintenance of the **Software** and for training the Client's personnel in use of the **Services**. The Client shall ensure that all of the Supplier proprietary notices are reproduced in any such copy.

5.4 The Client may provide copies of the **Documentation** to any third party who needs to know the information contained in it, provided that such third party complies with the confidentiality obligations at Clause 18.

5.5 The Client shall not:

- (a) except to the extent permitted by law, attempt to copy, modify, duplicate, create derivative works from, transmit or distribute all or any portion of the **Software** or **Documentation** in any form or by any means or attempt to decompile, disassemble, reverse engineer or otherwise decode the **Software** to a human-perceivable form;
- (b) utilize any part of the **Software** directly or indirectly for the purpose of developing or creating a product or service which might reasonably be regarded as competing with the **Software** or **Services**;
- (c) except in accordance with Clause 26, license, sell, rent, lease, transfer, assign, disclose or otherwise commercially exploit the **Software** to any third party; or
- (d) attempt to obtain or assist third parties in obtaining access to the **Software**, except as permitted by this Agreement.

Without limiting the generality of Clause 22.12 the provisions of this Clause 5.5 shall survive termination or expiry of this Agreement.

6. Software delivery

- 6.1 This Clause shall only apply if the **Services** include the provision of **Software**.
- 6.2 The Supplier shall deliver each **Software Module** to the Client by the applicable **Software Delivery Date**.
- 6.3 The Supplier shall supply to the Client, within a reasonable time before any **Software Delivery Date**, such information or assistance as may be necessary to enable the Client to prepare the relevant Client premises for the installation of the relevant **Software Module**.
- 6.4 The Client shall, at its own expense, prepare the relevant Client premises in accordance with the information provided by the Supplier in advance of each **Software Delivery Date**. On completion of such preparation, the Supplier shall inspect the said premises and specify, within a reasonable time before the **Software Delivery Date**, any corrections or modifications required. If the Supplier fails to inspect the said premises before the **Software Delivery Date**, it shall in no circumstances be liable for remedying any deficiency in the Site preparation that is discovered after that date.
- 6.5 The Client shall be responsible for ensuring that any computers and other equipment, **Software**, systems or materials to be used by the Client in conjunction with the **Software** and stipulated by the Supplier (including any specific versions or variants thereof) are in working order and available to the Supplier for the installation of the **Software** no later than the relevant date specified in the **Implementation Plan**. The Supplier shall have no liability to the Client for any loss or damage of any kind suffered or incurred by the Client arising from any failure by the Supplier to provide or any delay by the Supplier in providing the **Deliverables** to the extent that such failure or delay arises from any failure on the part of the Client to comply with its obligations under this Clause 6.5.

7. Delays & extensions

- 7.1 The parties acknowledge and agree that any dates quoted for delivery of the **Services** or any part of them in the **Implementation Plan** or otherwise reasonably communicated, are approximate only and that the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the **Services** that is caused by an event, circumstance or cause within the scope of Clause 24 or the Client's failure to provide the Supplier with adequate delivery instructions or timely approval of any part of the **Services** or **Deliverables**.
- 7.2 If the Supplier's performance of its obligations under this Agreement is prevented or delayed at the request of the Client or by any act or omission of the Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations of

such duration as the Supplier shall reasonably specify, having regard to the availability to the Supplier of adequate personnel and other resources to complete the performance of its obligations.

- 7.3 If the Supplier can demonstrate that the delay caused by the act or omission of the Client its agents, subcontractors, consultants or employees, has resulted in an increase in cost to it carrying out its obligations under this Agreement, the Supplier may, at its sole discretion, notify the Client that it wishes to increase the **Charges** by an amount not exceeding any such demonstrable, reasonable cost.
- 7.4 If the Supplier is entitled to an extension of time under Clause 7.1, it shall give written notice to the Client specifying details of the delay and the probable extent of the delay.
- 7.5 The **Client Representative** and the **Supplier Representative** shall use best endeavours to agree in writing a reasonable extension period and the **Implementation Plan** shall be amended accordingly.

8. Acceptance tests

- 8.1 This Clause shall only apply if the **Statement of Work** requires the conduct of **Acceptance Tests**.
- 8.2 No later than twenty (20) days from the **Commencement Date**, the Client shall deliver proposed user acceptance criteria to the Supplier and test data for the **Acceptance Tests**. These criteria and data shall be such as are reasonably required to show that the **Software** complies with the **Technical Specification**. The Supplier shall provide the Client with reasonable assistance to prepare such user acceptance criteria and test data at the Client's request at the Supplier's standard rates then in force. The parties shall use best endeavours to agree the **Acceptance Tests** for the **Software** within ten (10) **Business Days** from the date of delivery to the Supplier of the proposed criteria and data.
- 8.3 The Client shall carry out the **Acceptance Tests** within ten (10) days of the **Software Delivery Date** ("*Acceptance Testing Period*"). The Client shall notify the Supplier immediately in writing as soon as it has commenced the **Acceptance Tests**. During the Acceptance Testing Period, the Client must perform the **Acceptance Tests** with the co-operation and assistance of the Supplier.
- 8.4 If any **Software Module** fails to pass the **Acceptance Tests**, the Client shall notify the Supplier in writing giving details of such failures as soon as reasonably practicable. The Supplier shall remedy the defects or deficiencies so that the **Software Module** meets the performance criteria set out in the **Technical Specification**. The Client shall then repeat the **Acceptance Tests** within three (3) **Business Days** of the date on which the Supplier notifies the Client that the rectification of the fault is complete.
- 8.5 The process in Clause 8.3 shall be repeated until such time as the **Software Module** in question passes the **Acceptance Tests**.
- 8.6 If any **Software Module** fails in some material respect to pass any **Acceptance Tests** at the third attempt the Client may, by giving notice to the Supplier, choose at its sole discretion:
- (a) to fix (without prejudice to the Client's other rights and remedies) a new date for carrying out further **Acceptance Tests** on the **Software Module** on the same terms set out in this Agreement. If the **Software Module** fails such further tests then the Client may request a repeat test under this Clause 1.1(a);
 - (b) to accept the **Software** subject to a variation of the **Technical Specification** and taking into account all of the relevant circumstances, a reasonable reduction in the **Charges**; or
 - (c) if the Supplier is unable to correct any material defects within a period of ninety (90) days from the commencement of **Acceptance Tests** under Clause 8.2, to reject the **Software** as not being in conformity with the Agreement, in which event the Client may terminate this Agreement with immediate effect by giving notice to the Supplier.

8.7 Acceptance of the **Software** shall be deemed to have occurred the earliest of:

- (a) the date on which the Client notifies the Supplier in writing that the **Software** passes the **Acceptance Tests**; or
- (b) the date on which the Client first begins use of the **Software** for any business purpose.

9. Non-solicitation

9.1 Neither party shall, without the prior written consent of the other party, at any time from the date of this Agreement or for a period of twelve (12) months after the effective date of termination or expiry of this Agreement, solicit or entice away, employ, or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the other party in the course of the provision of the **Services**.

9.2 Any consent given by the Supplier in accordance with Clause 9.1 shall be subject to the Client paying to the Supplier a sum equivalent to twenty per cent (20%) of the then current gross annual basic salary of the employee in questions or twenty per cent (20%) of the gross annual remuneration to be paid by the Client to that employee consultant or subcontractor.

10. Change control

10.1 If the **Statement of Work** provides, or the Supplier and the Client have otherwise agreed, that the **Services** will be provided in accordance with Agile methodology, the Client may propose changes to the **Statement of Work** and the Supplier shall, subject to prior agreement being reached between the Supplier and the Client as to any consequential variations to the **Charges** or to the timescale for the performance of the **Services**, amend the **Statement of Work** accordingly.

10.2 The provisions of Clauses 10.3 to 10.7 shall only apply if the **Statement of Work** does not provide, and the Supplier and the Client have not otherwise agreed, that the **Services** will be provided in accordance with Agile methodology.

10.3 Either party may propose changes to the **Statement of Work** during the Term of the Agreement. No proposed changes shall come into effect until a **Change Order** has been signed and agreed by both parties.

10.4 If the Supplier wishes to make a change to the **Statement of Work** it shall inform the Client in writing and provide a draft **Change Order** to the Client.

10.5 If the Client wishes to make a change to the **Statement of Work**:

- (a) the Client shall promptly notify the Supplier in writing and provide as much detail to the Supplier as it reasonably requires of the proposed changes, including the timing of the proposed changes;
- (b) The Supplier shall as soon as reasonably practicable after receiving the information at Clause 10.3 provide a draft **Change Order** to the Client; and
- (c) the Client shall inform the Supplier in writing of whether or not it wishes the requested changes to be made within fourteen (14) **Business Days** of receipt of the draft **Change Order** referred to in Clause 10.3

10.6 If the party receiving a draft **Change Order** does not agree to the proposed changes, it shall inform the other party in writing within fourteen (14) **Business Days** of receipt and the Agreement shall continue to operate notwithstanding the proposed changes.

- 10.7 The Supplier may charge the Client for the time it spends on preparing and negotiating **Change Orders** which implement the changes proposed by the Client pursuant to Clause 10.3 on a time and materials basis at the Supplier's daily rates specified in the **Statement of Work**.

11. Charges & payment

- 11.1 In consideration of the provision of the **Services** by the Supplier, the Client shall pay the **Charges** as set out in the **Statement of Work**.
- 11.2 Where the **Charges** are calculated on a time and materials basis:
- (a) The Supplier's daily fee rates are calculated on the basis of an eight-hour day, worked during Business Hours; and
 - (b) The Supplier shall be entitled to charge an overtime rate of [fifty] per cent [50]% of the daily fee rate set out in [the **Statement of Work**] on a pro rata basis for any time worked by individuals whom it engages on the **Services** outside Business Hours.
- 11.3 The **Charges** and **Support Charges** exclude the following which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice:
- (a) the cost of travel, hotel, subsistence and other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the **Services**, where a ten percent (10%) administration charge shall be added to the amount of such costs; and
 - (b) the cost to the Supplier of any materials or services procured by the Supplier from third parties for the provision of the **Services**.
- 11.4 The Supplier shall invoice the Client for the **Charges** and **Support Charges** at the intervals specified in the **Statement of Work**. If no intervals are specified the Supplier shall invoice the Client at the end of each month for Services performed during that month.
- 11.5 The Client shall pay each invoice submitted to it by the Supplier within fourteen (14) days of receipt to a bank account nominated in writing by the Supplier from time to time.
- 11.6 The Supplier shall not, without the prior written approval of the Client, incur any expenditure under or in connection with this Agreement exceeding the sum of £300.00.
- 11.7 The Supplier may increase the Charges on an annual basis with effect from January of each calendar year by a percentage not greater than the percentage increase in the "*all items*" Retail Prices Index in the preceding 12-month period plus two per cent (2%).
- 11.8 If the Client fails to make any payment due to the Supplier under this Agreement by the due date for payment, then, without limiting any of the Supplier's remedies under this Agreement, the Client shall pay interest on the overdue amount at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 11.9 If the Client fails to pay any sum due under the Agreement within thirty (30) days of the due date the Supplier, without limiting any other right or remedy that it might have, reserves the right to suspend the **Services** in full or in part until the outstanding sum has been settled in full.

11.10 All sums payable to the Supplier under this Agreement:

- (a) are exclusive of **VAT**, and the Client shall in addition pay an amount equal to any **VAT** chargeable on those sums on delivery of a **VAT** invoice; and
- (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law)

12. Intellectual Property Rights

- 12.1 The Supplier and its licensors shall retain ownership of all **Intellectual Property Rights** in any **Deliverables** provided to the Client, excluding the **Client Materials** and any **Open Source Software**.
- 12.2 The Supplier grants to the Client, or shall procure the direct grant to the Client of a fully paid up, non-exclusive, royalty free, non-transferable licence during the term of this Agreement to copy and modify the **Deliverables** for the purposes of receiving and using the **Services** in accordance with the Agreement. The Client shall not sub-license, assign or otherwise transfer the rights granted in this Clause 12.2.
- 12.3 The Client and its licensors shall retain ownership of all **Intellectual Property Rights** in the **Client Materials** and the Client grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the **Client Materials** for the term of this Agreement for the purpose of providing the **Services** to the Client.
- 12.4 The Supplier warrants that, to the best of its knowledge, the receipt, use and onward supply of the **Services** and **Deliverables** (excluding the Supplier Materials) by the Client and its permitted sub-licensees shall not infringe the rights, including any **Intellectual Property Rights** of any third party.
- 12.5 The Supplier shall indemnify the Client in full against all liabilities, costs, expenses, damages and losses including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Client arising out of or in connection with any claim brought against the Client for actual or alleged infringement of a third-party's **Intellectual Property Rights** arising out of, or in connection with, the receipt, use or onward supply of the **Services**, and **Deliverables**.
- 12.6 The Client warrants that the receipt and use of the **Client Materials** in the performance of this Agreement by the Supplier, its agents, subcontractors or consultants shall not infringe the rights, including any **Intellectual Property Rights**, of any third party and shall indemnify the Supplier in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Supplier as a result of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's **Intellectual Property Rights** arising out of, or in connection with, the receipt or use in the performance of this agreement of the **Client Materials**.
- 12.7 The Supplier shall not be in breach of the warranty at Clause 12.4 and the Client shall have no claim under the indemnity at Clause 12.5 to the extent that the infringement arises out of or contributed to by:
- (a) the use of the **Client Materials** in the development of, or the inclusion of the **Client Materials** in any Deliverable or **Software Module**;
 - (b) any modification of the **Deliverables** or **Services**, other than by or on behalf of the Supplier;
 - (c) compliance with the Client's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that the Supplier shall notify the Client if it knows or suspects that compliance with such specification or instruction may result in infringement;

- (d) the Client's use of the **Software** or any New Release (as the case may be) in combination with software which is not supplied or approved in writing by the Supplier; or
- (e) the Client's use of any version of the **Software** other than the latest version supplied by the Supplier

13. Ownership of the software

- 13.1 This Clause shall only apply if the **Services** include the provision of **Software**.
- 13.2 The **Intellectual Property Rights** in the **Software** (other than the **Open-Source Software** and the **Third-Party Software**) are, and shall remain, the property of the Supplier, and the Supplier reserves the right to grant a licence to use such **Software** to any other party or parties.
- 13.3 The **Licensed Software** and **Documentation** are the property of the Supplier (or the appropriate third-party rights-owners) and the Client acquires no rights in or to the **Licensed Software** or the **Documentation** other than those expressly granted by this Agreement.
- 13.4 The Supplier warrants and represents that:
- (a) the **Bespoke Software**, **Supplier Standard Software** and **Documentation** are proprietary to the Supplier (except where otherwise stated in [Schedule 1](#)) and that it has the right to license the use of the **Bespoke Software**, **Supplier Standard Software** and **Documentation** to the Client;
 - (b) to the best of its knowledge, none of the **New Releases**, **New Versions** and **Documentation** supplied by the Supplier under this Agreement infringes the **Intellectual Property Rights** of any third party; and
 - (c) unless modified by any third-party, the **Software** will perform at the **Acceptance Date**, and for 90 days after that date, will perform in accordance with the **Technical Specification** in all material respects.
- 13.5 The sole remedies for breach of the warranties in Clauses 13.4(a) and 13.4(b)1.1(b), are set out in Clause 13.8 and the sole remedies for breach of the warranty under Clause 13.4(c) shall be correction of **Defects** by the Supplier within a reasonable time from notification by the Client of the **Defect** that constitutes such breach without limiting the Supplier's obligations under Clause 13.6.
- 13.6 In addition to the remedies specified in Clause 13.5, Panlogic shall at its own expense correct errors, faults and viruses arising or occurring in relation to the Software notified to or discovered by Panlogic during the period of thirty (30) days beginning on the day after the Acceptance Date.
- 13.7 The Client shall do, and execute or arrange for the doing and executing of, each necessary act, document and thing that the Supplier may consider necessary or desirable to protect the rights, title and interest of the Supplier in and to the **Intellectual Property Rights** in the **Bespoke Software**, **Tools** and the **Modified Software**.
- 13.8 The Client shall use reasonable endeavours to prevent any infringement of the Supplier's **Intellectual Property Rights** in the **Licensed Software** and shall promptly report to the Supplier any such infringement that comes to its attention. In particular, the Client shall:
- (a) ensure that each Licensed User, before starting to use the **Licensed Software**, is made aware that the **Licensed Software** is proprietary to the Supplier and that it may only be used and copied in accordance with this Agreement;
 - (b) implement suitable disciplinary procedures for employees who make unauthorised use or copies of the **Licensed Software**, except as provided for in Clause 15.1; and

- (c) not permit third parties to have access to the **Licensed Software** without the prior written consent of the Supplier, who may require that such third party executes a written confidentiality agreement before being given access to the **Licensed Software**.

13.9 If the use of the **Software** or receipt of the benefit of the **Support Services** becomes, or is likely to become the subject of an **Intellectual Property Rights** claim, the Supplier may:

- (a) replace all or part of the **Software**, **New Releases** or **New Versions** (as the case may be) with functionally equivalent software or documentation without any further charge to the Client;
- (b) modify the **Software**, **New Releases** or **New Versions** (as the case may be) as necessary to avoid such claim, provided that after such modifications are carried out, the **Software**, **New Releases** or **New Versions** (as the case may be) operate substantially the same way before such modification; or
- (c) procure for the Client a licence from the relevant claimant to continue using the **Software** or the **New Releases** (as the case may be).

14. Software licence & documentation

14.1 This Clause shall only apply if the **Services** include the provision of **Software**.

14.2 The Supplier grants, subject to the terms of this Agreement, to the Client and its **Affiliates** the non-exclusive, non-transferable licence, coterminous with this Agreement, to use the **Licensed Software** and the **Documentation** for any purpose related to the Client's business ("*the Licensed Purpose*").

14.3 Where the **Licensed Software** includes or comprises software licensed to the Supplier by a third party the Client shall not do or omit to do anything which act or omission would constitute or give rise to the breach by the Supplier of the terms on which such software is licensed to it and shall indemnify and hold the Supplier harmless against all liabilities, costs, expenses, damages and losses including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Supplier arising out of or in connection with any failure of the Client to comply with such terms howsoever arising.

14.4 The **Licensed Software** may only be used by **Licensed Users** for the Licensed Purpose. The **Licence** may, with the prior written consent of the Supplier, be extended to additional Licensed Users, and the **Statement of Work** may be amended accordingly, provided that any appropriate additional fee is paid to the Supplier before such use.

14.5 The Supplier may treat the Client's breach of any Third-Party **Licence** as a breach of this Agreement.

15. Transfer, use & reproduction of licensed software

15.1 This Clause shall only apply if the **Services** includes the provision of **Software**.

15.2 The Client may make such copies of the **Licensed Software** as are reasonably necessary for use in accordance with this Agreement and for the purposes of backup and security. The Client has no right to make, or authorise the making of, any other copies, adaptations or variations of the **Licensed Software**.

15.3 The Supplier shall at all times own all copies of all or any part of the **Licensed Software**. For copies recorded on a tangible medium, the Client shall place on each copy of all or any part of the **Licensed Software** a clearly visible label indicating that the copy is the property of the Supplier, and reproducing the Supplier's proprietary rights notice. For electronic copies, the Client shall ensure that all proprietary notices contained in the **Licensed Software** shall be maintained in such copies and shall display when the **Software** is run, in the same way as in the case of the **Licensed Software** as supplied by

the Supplier. The Client shall keep all copies of the **Licensed Software** in a secure place when not in use and shall, at all times, keep all such copies in its possession or control.

15.4 The Client shall not:

- (a) subject to Clause 26 sub-license, rent, lend, assign or transfer in any other way the **Licensed Software** to any other person without the prior written consent of the Supplier;
- (b) give access to the **Licensed Software** through any network of computers to users who are not employees or agents of the Client; or
- (c) disassemble, decompile, reverse translate or in any other manner decode the **Licensed Software** in a human perceivable form, except as permitted by law.

15.5 The Client may use the **Licensed Software** with other software, provided that such use is entirely at its own risk, and the Supplier will not be liable for any loss, damage or liability of any kind suffered or incurred by the Client as a result of such use, without limiting the Supplier's obligations under Clause 13.

16. Support services

16.1 This Clause shall only apply if the **Services** includes the provision of **Support Services**.

16.2 Without limiting any other right of termination contained in this Agreement, Panlogic shall provide the **Support Services**

[The four paragraphs provided here are alternatives. All except the applicable ones must be deleted whenever this template is used]

[for a period of [state period] from the Commencement Date]

[for a period of [state period] from the Commencement Date ("the Support Period") provided that, if the Client does not serve notice of cancellation of the Support Services [state period] prior to the end of the Support Period, the Support Period shall automatically be extended on the same terms for further successive periods of [state period] (each, a "Renewal Period") until cancelled by the Client giving not less than [state period] notice of termination to Panlogic expiring at the end of any Renewal Period.]

[until terminated by the Client giving not less than [state period] notice of cancellation]

[until terminated by the Client giving not less than [state period] notice of cancellation, such notice not to expire prior to [state date]]

16.3 The Supplier shall supply the Client with **New Releases** in machine-readable form together with related amendments to the **Documentation**. The Supplier may make such **New Releases** available for downloading over the internet and will promptly notify the Client when such downloads are available.

16.4 The Supplier shall notify the Client promptly in writing of the issue of any **New Version**, specifying (as applicable) the following:

- (a) the charge for delivery and installation of the **New Version**;
- (b) the licence fee payable for the **New Version**; and

- (c) in what way the **New Version** differs from the previous version in terms of functionality, performance and compatibility.
- 16.5 For the avoidance of doubt, nothing in this Agreement shall oblige the Client to take any **New Version**. However, the obligation of the Supplier to provide the **Support Services** is conditional upon the Client using the respective latest versions and updates of or for any **Open Source Software** as provided by the Supplier from time to time the Supplier may at its discretion provide **Support Services** if this condition has not been fulfilled, but this work will be chargeable at the Supplier's standard rates then in force. If the time reasonably required by the Supplier to provide **Support Services** exceeds the time per month allocated by the Supplier for the provision of the **Support Services**, as set out in the **Statement of Work** or otherwise notified by the Supplier to the Client, as a result of the requirement to provide new versions of and updates to any **Open Source Software**, the excess time required for such work shall be chargeable at the Supplier's standard rates then in force.
- 16.6 The Supplier shall ensure that support is available by telephone, e-mail and fax during Business Hours to provide assistance to the Client in respect of remedying **Defects** in the **Supported Software** and providing advice on the use of the **Supported Software**.
- 16.7 The Supplier shall use reasonable endeavours to correct **Defects** notified to it by the Client in a timely manner appropriate to the seriousness of the circumstances in accordance with the agreed [Service Level Agreement](#). In the absence of a Service level Agreement the following provisions will apply:
- (a) the Client shall promptly notify the Supplier of all **Defects**. Where such notification is made orally, the Client shall provide written confirmation (which may be sent by fax or by e-mail) of the notification within two (2) **Business Days**; and
 - (b) within **four [4]** Business Hours of such notification, the Supplier shall acknowledge receipt of the **Defect** and shall determine, in consultation with the Client how seriously such **Defect** affects the Client's operations.
- 16.8 If, as the result of a notified **Defect**, the Client's operations which use the **Supported Software** are halted or the **Supported Software** cannot, in the opinion of Panlogic, lawfully be used, the Supplier shall:
- (a) start work on correcting the **Defect** within **four (4)** Business Hours of receipt of such notification;
 - (b) use all reasonable efforts to correct the **Defect** as soon as possible; and
 - (c) keep the Client informed of progress towards the correction of the **Defect**.
- 16.9 If a notified **Defect**, while not halting or substantially impairing the Client's operations, causes those operations to become significantly slowed or causes substantial inconvenience, the Supplier shall commence work on correcting the **Defect** within **two [2]** **Business Days** and shall use all reasonable efforts to correct the **Defect** as soon as possible.
- 16.10 In the case of **Defects** other than those specified in Clauses 16.7 to 16.8 the Supplier shall start work on correcting the **Defect** using commercially reasonable efforts as soon as its workload allows.
- 16.11 During the term in which the **Support Services** are to be provided in accordance with this Clause 16, the Client shall:
- (a) not allow any person other than a representative of the Supplier to modify, repair or maintain any part of the **Supported Software** without the prior written approval of the Supplier;
 - (b) provide the Supplier access to its computer systems and any other relevant equipment for the purpose of carrying out diagnostics and correction of **Defects**; and
 - (c) provide facilities and supplies reasonably required by the Supplier's employees, agents, contractors and sub-contractors in order to carry out the **Support Services** at the **Site** or other Client premises.

- 16.12 If the Supplier visits the **Site** or any other relevant premises at the Client's requests to investigate a failure of the **Software**, which proves in the Supplier's reasonable opinion not to have been caused by a **Defect**, the Supplier may charge the Client for time spent on such visit on a time and materials basis at its standard rates then in force

17. Warranties

- 17.1 The warranties set out in this Agreement are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this Agreement.
- 17.2 All warranties, representations, conditions and all other terms of any kind including and not limited to the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
- 17.3 Without limitation, the Supplier does not warrant:
- (a) that the **Software** (if the **Services** includes the provision of **Software**) will operate in conjunction with any hardware items or software products other than with those that are identified in the **Documentation** as being compatible with the **Software**;
 - (b) that the use of the **Software** (if the **Services** includes the provision of **Software**) will be uninterrupted or error free;
 - (c) that the **Services**, **Documentation** or the information obtained by the Client through the use of the **Services** will meet the Client's requirements, or fulfil any specific commercial or operational objective of the Client (even if the Supplier had notice of such objective); or
 - (d) that it will be able to rectify all **Defects** nor that any **Defect** which does not materially affect the Client's operations using the **Supported Software** will be corrected before the issue of the next **New Release**.
- 17.4 Any unauthorised modifications, use or improper installation of the **Software** by, or on behalf of, the Client shall render all the Supplier's warranties under this Clause 17 null and void.
- 17.5 The Supplier shall not be obliged to rectify a **Defect** if the Client's personnel or any other third party instructed by the Client attempts to rectify such **Defect** in a manner outside the normal recovery or diagnostic procedures without the express prior written permission of the Supplier, or if the **Software** becomes inaccessible to the Supplier as the result of any act or omission on the part of the Client or any of its employees, workers, officers, agents or third party service providers.
- 17.6 Each party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform this agreement and that those signing this agreement are duly authorised to bind the party for whom they sign.

18. Confidentiality

- 18.1 Each party ("*the Receiving Party*") may be given or acquire access to Confidential Information from the other party ("*the Disclosing Party*") in order to perform its obligations under or in relation to the Agreement. Subject to Clause 18.3 and Clause 18.4, each party undertakes to the other that during the term of this Agreement and after the termination or expiry of this Agreement, it shall hold the other's Confidential Information in confidence and shall not disclose either directly or indirectly any Confidential Information to any third party or use the other party's Confidential Information for any other purpose other than to carry out its obligations under this Agreement.

- 18.2 The confidentiality obligations in Clause 18.1 shall not apply to the whole or any part of the Confidential Information to the extent that it:
- (a) is or becomes publicly known other than through any act or omission of the Receiving Party;
 - (b) was directly in the Receiving Party's possession and at its free disposal before the disclosure;
 - (c) was disclosed to the Receiving Party by a third party lawfully entitled to disclose the same, without any obligation of confidentiality being imposed on the Receiving Party in respect of that Confidential Information;
 - (d) is independently developed by the Receiving Party, which independent development can be shown by written evidence; or
 - (e) the parties agree in writing that the information is not confidential.
- 18.3 The Receiving Party shall be entitled to disclose Confidential Information of the Disclosing Party to its employees, officers, agents, consultants or sub-contractors or professional advisers and those of its **Affiliates** ("*Representatives*") who have a genuine need to know such information for the purposes of carrying out that party's obligations under the Agreement. The Receiving Party shall make each Representative aware of the obligations of confidentiality before the Confidential Information is disclosed and use reasonable endeavours to ensure that its Representatives comply with the confidentiality obligations contained in this Clause 18 as though they were a party to the Agreement. The Receiving Party shall be liable for the acts or omissions of the Representatives in relation to the Confidential Information as if they were the actions or omissions of the Receiving Party.
- 18.4 A party may disclose Confidential Information to the extent that such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, the Receiving Party gives the Disclosing Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 18.4 it takes into account the reasonable requests of the other party in relation to the content of such disclosure. If the Receiving Party is unable to inform the Disclosing Party before the Confidential Information is disclosed pursuant to this Clause 18.4 it shall, to the extent permitted by law, inform the Disclosing Party of the full circumstances of the disclosure and the Confidential Information that has been disclosed as soon as reasonably practicable after such disclosure has been made.
- 18.5 The Receiving Party will use its best endeavours to resist disclosure and to assist the Disclosing Party in resisting the requirement for disclosure and to maintain the confidentiality of any Confidential Information.
- 18.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Agreement are granted to the other party, or to be implied from this Agreement.
- 18.7 The Receiving Party shall indemnify and keep the Disclosing Party fully indemnified at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses (including any direct, indirect or consequential losses), loss of profit, loss of reputation and all interest, penalties and any other reasonable costs and expenses suffered or incurred by the Disclosing Party, arising from any breach of the Receiving Party's obligations of confidentiality, or the acts or omissions of the Receiving Party's Representatives.

19. Data protection

- 19.1 Both parties will comply with all applicable requirements of the **Data Protection Legislation**. This Clause 19.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the **Data Protection Legislation**.

- 19.2 The parties acknowledge that for the purposes of the **Data Protection Legislation**, the Client is the Data Controller and the Supplier is the Data Processor. [Schedule 2](#) sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of **Personal Data** and categories of **Data Subject** (as defined in the **Data Protection Legislation**).
- 19.3 Without prejudice to the generality of Clause 19.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the **Personal Data** to the Supplier for the duration and purposes of this Agreement.
- 19.4 Without prejudice to the generality of Clause 19.1, the Supplier shall, in relation to any **Personal Data Processed** in connection with the performance of its obligations under this Agreement:
- (a) **Process** that **Personal Data** solely in accordance with the Client's documented instructions, unless Applicable Law requires the Supplier to **Process** the **Personal Data** other than in accordance with the Client's instructions, or, if the Supplier is relying on laws of a member of the European Union or European Union law as the basis for **Processing** the **Personal Data**, in which case the Supplier shall promptly notify the Client of any such requirement before **Processing** the **Personal Data**, unless such **Applicable Laws** specifically prohibit the Supplier from doing so;
 - (b) ensure that it does not **Process** the **Personal Data** for any other purpose or in any way that does not comply with this Agreement or the **Data Protection Legislation**;
 - (c) ensure that it has in place at all times appropriate technical and organisational measures to protect against unauthorised or unlawful **Processing**, access, disclosure, copying, modification, storage, reproduction, display or distribution of **Personal Data** and against accidental loss, destruction, alteration, disclosure or damage of **Personal Data** and shall regularly assess and evaluate the effectiveness of the technical and organisational measures adopted by it, having regard to the state of technological development and the cost of implementing any measures;
 - (d) ensure that all personnel who have access to or process **Personal Data** are informed of the confidential nature of the **Personal Data** and are obliged to keep the **Personal Data** confidential and that such personnel are aware of the Supplier's duties and obligations under the **Data Protection Legislation** and this Agreement;
 - (e) provide all co-operation and assistance reasonably required by the Client in responding to any request or complaint received from a **Data Subject** or the exercise of any rights by the **Data Subject** under the **Data Protection Legislation**;
 - (f) provide such co-operation and assistance as reasonably required by the Client, at the Client's cost and expense, in responding to any **Data Subject Request**, notification or complaint received, or otherwise ensuring compliance with the Client's obligations under the **Data Protection Legislation**, including in relation to security, **Security Incident** and breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (g) immediately notify the Client on becoming aware of a **Security Incident**, of any request, notification or complaint received in relation to the **Processing** of **Personal Data**, or the exercise of any rights by the **Data Subject** under Data Protection Laws, or request for disclosure of **Personal Data** to any law enforcement authority (unless otherwise prohibited by law);
 - (h) at the written direction of the Client, return or delete any **Personal Data** stored and all copies thereof to the Client on termination or expiry of this Agreement. Unless requested by law to store the **Personal Data** in which case the Supplier shall promptly notify the Client accordingly and shall only store the **Personal Data** to the extent required by the applicable law in question;
 - (i) maintain complete and accurate records of all **Processing** activities carried out on behalf of the Client under this Agreement and reasonable evidence of compliance with **Data Protection Legislation**;

- (j) allow for audits or inspections by the Client or the Client's designated auditor during normal Business Hours and upon reasonable prior notice being given, for the purpose of enabling the Client to verify that the Supplier is complying with its obligations under this Clause 19.4; and
 - (k) maintain the confidentiality of all **Personal Data** and not disclose **Personal Data** to third parties unless the Client or this Agreement specifically authorises the disclosure, or as required by law. If a law, court, regulator or supervisory authority requires the Supplier to **Process** or disclose the **Personal Data**, the Supplier must first inform the Client of the legal or regulatory requirement and give the customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- 19.5 The Supplier shall promptly comply with any Client request or instruction requiring it to amend, transfer, delete or otherwise **Process Personal Data**, or to stop, mitigate or remedy any unauthorised **Processing**.
- 19.6 The Client acknowledges that **Personal Data** may be transferred or stored outside the European Economic Area in order for the Supplier to provide the **Services** and to carry out its other obligations under this Agreement. In any event, the Supplier shall not transfer any **Personal Data** outside the European Economic Area unless the following conditions are fulfilled:
- (a) the Client or the Supplier has provided appropriate safeguards permitted by the **Data Protection Legislation** in relation to the transfer;
 - (b) the **Data Subject** has enforceable rights and effective legal remedies;
 - (c) The Supplier complies with its obligations under the **Data Protection Legislation** by providing an adequate level of protection to any **Personal Data** that is transferred; and
 - (d) The Supplier complies with all reasonable instructions notified to it in advance by the Client with respect to the **Processing of Personal Data**.
- 19.7 The Client consents to the Supplier engaging the **Sub-Processors** set out in [Schedule 2](#) and the Supplier shall ensure that a written Agreement is in place with the **Sub-Processor** that contains identical obligations in all material respects to those set out in this Clause 19. As between the Supplier and the Client, the Supplier shall be liable for the acts or omissions of the **Sub-Processors** as if they were its own.

20. Limitation of liability

- 20.1 Nothing in this Agreement shall limit or exclude either party's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) any other liability which cannot be limited or excluded by applicable law.
- 20.2 Subject to Clause 20.1 and to the fullest extent permitted by applicable law:
- (a) The Supplier shall not in any circumstances be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, misrepresentation or otherwise, arising under or in connection with this Agreement, for any loss (whether direct or indirect) of profits, sales or business, business opportunities, agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, any direct or indirect loss of use or corruption of software, data or information; or any indirect or consequential loss;

- (b) The Supplier shall have no liability for any damage caused by errors or omissions in any information or instructions provided to it by the Client in connection with the provision of the **Services**; and
- (c) The Supplier's total liability to the Client, whether in contract, tort (including negligence and for breach of statutory duty or otherwise), misrepresentation (whether innocent or negligent), restitution or otherwise, arising under or in connection with the performance of this Agreement, or any collateral agreement shall be limited to the total **Charges** paid by the Client (excluding any third party costs, disbursements and **VAT**) during the twelve month period preceding the date on which the claim arose, or, if the claim arose during any period before **twelve (12)** months had elapsed from the **Commencement Date**, during that shorter period, subject to a maximum cap of **£X,000**.

20.3 If any third party makes any claim against either party in respect of which that party wishes to be indemnified by the other under any express provision of this Agreement ("*Claim*"), the party wishing to receive the benefit of the indemnity ("*the Indemnified Party*") shall:

- (a) as soon as a reasonably practicable, give written notice of the Claim to the other party ("*the Indemnifying Party*"), specifying the nature of the Claim in reasonable detail;
- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c) provide the Indemnifying Party and its professional advisors access at reasonable times (on reasonable prior notice) to its premises and officers, directors, employees, agents, representatives or advisors, and to any relevant assets, accounts, documents and records within their power or control, so as to enable the Indemnifying Party and its professional advisers to examine them and take copies of them for the purpose of assessing the Claim; and
- (d) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Indemnifying Party (such approval not to be unreasonably withheld).

21. Termination

21.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of ten (10) **Business Days** after receipt of a notice from the terminating party identifying the breach in question and requiring it to be remedied;
- (b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
 - (g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
 - (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 21.11.1(c) to 21.11.1(i) (inclusive); or
 - (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 21.2 Without affecting any other right or remedy available to it, the Supplier may terminate this Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after receipt of notice from the Supplier to make such payment in accordance with Clause 11 or if there is a change of **Control** of the Client.
- 21.3 If the **Services** includes **Support Services**, the Client may terminate the **Support Services** by giving at least ninety (90) days' notice to the Supplier.
- 21.4 In the event of the termination by it of this Agreement pursuant to Clause 21.1 or 21.2, the Supplier may also, but shall not be obliged, to terminate the **Service Level Agreement** with immediate effect by giving notice to the Client irrespective of whether the express terms of the **Service Level Agreement** prohibit termination.

22. Consequences of termination

- 22.1 On termination or expiry of this Agreement for any reason the Client shall:
- (a) immediately cease all use of the **Services**; and
 - (b) immediately pay to the Supplier all outstanding unpaid invoices and interest and, in respect of the **Services** supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt.
- 22.2 On termination or expiry of this Agreement for any reason the Supplier shall:
- (a) on request return any of the **Client Materials** not used up in the provision of the **Services**; and
 - (b) promptly refund such portion of the **Charges** as relates to the period after expiry or termination on a pro rata basis.

- 22.3 If the Client shall, following or in anticipation of the termination or expiry of this Agreement request that the Supplier provide assistance with the transfer to a third party of the continuing performance of the **Services**, and **Support Services** or performance of the Supplier's obligations under any **Service Level Agreement**, the Supplier may provide such assistance at its discretion but shall be under no obligation to do so. To the extent that the Supplier provides such assistance, the Client shall pay the Supplier for the same at the Supplier's standard rates then in force.
- 22.4 On termination or expiry of the Agreement, each party shall:
- (a) return all of the other party's equipment and materials within a reasonable time, failing which, the other party may enter the relevant premises and take possession of them. Until these have been returned or repossessed, the party in possession of such items shall be solely responsible for their safekeeping;
 - (b) promptly return, or destroy (as directed in writing by the other party) to the extent legally and technically possible all documents and materials, whether stored in paper or electronic form (including any information stored on its computers, communication systems and devices used by it), containing, reflecting, incorporating or based on the other party's Confidential Information and certify in writing to the other party that it has complied with the requirements of this Clause; and
 - (c) permanently delete any proprietary software belonging to the other party and not the subject of a current licence granted by the other party from its IT network and hard disks or other storage means associated with any computer equipment owned or controlled by the other party. Each party shall provide written confirmation (in the form of a letter signed by the **Client Representative** or **Supplier Representative** (as the case may be) no later than five (5) **Business Days** after termination of this Agreement that this software has been deleted.
- 22.5 Notwithstanding its obligations in Clause 22.2(a) and Clause 22.2(b) each party shall be entitled to retain any documents or materials containing the other party's Confidential Information if it is required by any law, regulation, or government or regulatory body.
- 22.6 On termination of the **Licence**, the Client shall, at the Supplier's option either return to the Supplier or, destroy all material copies of the **Licensed Software** and **Documentation**, and shall ensure that any copies of the **Licensed Software** on hard discs or other storage means associated with any computer equipment owned or controlled by the Client are permanently deleted.
- 22.7 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 22.8 Other than as set out in this Agreement, neither party shall have any further obligation to the other under this Agreement after its termination or expiry.
- 22.9 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

23. Variation & third-party rights

- 23.1 Subject to Clause 10, no variation of this Agreement shall be effective unless it is in writing and signed by the parties.
- 23.2 This Agreement does not confer any rights on any person or party (other than the Supplier and the Client and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999. The rights of the parties to rescind or vary the terms of this Agreement are not subject to the consent of any other person.

24. Force majeure

- 24.1 Neither party ("*the affected party*") shall be in breach of this Agreement nor liable for any failure to perform, or delay in performing, any of its obligations under this Agreement to the extent that such delay or failure is caused by any event, matter or circumstance beyond its reasonable control.
- 24.2 If the performance by the affected party of its obligations is prevented or delayed on thirty (30) or more days in any period of ninety (90) consecutive days, the other party shall have the right to terminate the Agreement with immediate effect by giving notice to the affected party.

25. No partnership or agency

- 25.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of 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 or otherwise to bind the other in any way.

26. Assignment

- 26.1 The Supplier may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, provided that it gives prior written notice of such dealing to the Client.
- 26.2 The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the Supplier.

27. Waiver

- 27.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

28. Severance

- 28.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Agreement.

29. Entire agreement

- 29.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 29.2 Each party agrees that it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement by way of express provision.
- 29.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

30. Rights & remedies

- 30.1 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and are not exclusive of any rights or remedies provided by law.

31. Notices

- 31.1 Any notice given to a party under this Agreement shall be in writing and shall be delivered personally by hand (including by means of courier service) or sent by pre-paid first class post or recorded delivery to the other party at its address set out in the heading to this Agreement, or such other address as may have been notified by that party for such purposes, or sent by electronic mail to such email address of the other party as each party shall notify to the other from time to time.
- 31.2 Subject to Clause 31.3 any notice served in accordance with Clause 31.1 shall be deemed to have been received:
- (a) if delivered personally by hand, when left at the address referred to in Clause 31.1;
 - (b) if sent by pre-paid first class post or recorded delivery, at 9.00am on the second **Business Day** after the day on which it is posted;
 - (c) if delivered by commercial courier, on the date and the time that the courier's delivery receipt is signed; or
 - (d) if sent by email on the **Business Day** following the day of transmission.
- 31.3 If under Clause 31.2 the deemed date of service is not a **Business Day** or if the actual time of delivery is after 16.00 local time, the notice is deemed to have been served on the next following **Business Day**.
- 31.4 The provisions of this Clause 31 shall not apply to the services of any proceedings or other documents in any legal action, or where applicable, any arbitration or other method of dispute resolution.

32. Governing law & jurisdiction

- 32.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 32.2 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Signatures

Signature
Director for and on behalf of:
Panlogic Limited
Dated:
DD Month Year

Signature
[Director] for and on behalf of:
XXX
Dated:
DD Month Year

SCHEDULE 1: Statement of Work

PART 1: SERVICES AND SOFTWARE DETAILS

Services [including, the Software]:

Title	Service	In scope	Not in scope
ServiceName	ServiceDetail	- XXX - XXX - XXX	- XXX - XXX - XXX
ServiceName	ServiceDetail	- XXX - XXX - XXX	- XXX - XXX - XXX
Etc.	Etc.	Etc.	Etc.

Support Services [including, the Software]:

Title	Service	In scope	Not in scope
ServiceName	- ServiceDetail - Billing period (monthly/quarterly/bi-annually/annually) - Billing in advance/arrears	- XXX - XXX - XXX	- XXX - XXX - XXX
ServiceName	- ServiceDetail - Billing period (monthly/quarterly/bi-annually/annually) - Billing in advance/arrears	- XXX - XXX - XXX	- XXX - XXX - XXX
Etc.	Etc.	Etc.	Etc.

Software & documentation [including some/all of the following]:

Element	Definition	Details
'Bespoke Software'	- means the software products (if any) developed by the Supplier specifically for the Client as part of the Services as specified. - proprietary to the Supplier (except where otherwise stated in this Schedule)	- XXX - XXX - XXX
'Licensed Software'	means the Software licensed to the Client as specified (excluding the Open Source Software and the Third Party Software) and all subsequent amendments and updates to, or new versions of, such Software as may be provided under this Agreement.	- XXX - XXX - XXX
'Licensed Users'	means the employees and agents of the Client who use the Licensed Software up to the maximum number specified.	(inc. maximum) - XXX - XXX
'Modified Software'	means the standard software programs proprietary to the Supplier and/or third parties listed, which have been modified or are to be modified by the Supplier under this Agreement.	- XXX - XXX - XXX
'Open Source Software'	any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (opensource.org/docs/definition.php) or any	- XXX - XXX - XXX

	libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at gnu.org/licenses/gpl.html), or anything similar, included or used in, or in the development of, the Software, or with which the Software is compiled or to which it is linked.	
'Supplier Standard Software'	- means software programs proprietary to the Supplier listed in the Statement of Work which are to be used by the Supplier without modification for the purposes of providing the Services. - proprietary to the Supplier (except where otherwise stated in this Schedule)	- XXX - XXX - XXX
'Site'	means the location(s) if any at which the Software is to be provided or used as specified in the Statement of Work. [Note: can be removed if it is not relevant in the context of the Agreement or if the Software is to be provided remotely.]	- XXX - XXX - XXX
'Software Module'	means any one of the individual software programs in the Software.	- XXX - XXX - XXX
'Supported Software'	means the Software programmes listed as Supported Software and all subsequent amendments and updates to and New Releases of such programs.	- XXX - XXX - XXX
'Third Party Software'	means the software programs proprietary to third parties, listed, which are to be provided to the Client without modification under the terms of this Agreement.	- XXX - XXX - XXX

PART 2: CHARGES

Charges for Services:

Requirement	Day rate	Days	Totals (exc. VAT)
XXX - XXX - XXX - XXX	[if appropriate]	[if appropriate]	EX,XXX
XXX - XXX - XXX - XXX	[if appropriate]	[if appropriate]	EX,XXX
Etc.	[if appropriate]	[if appropriate]	EX,XXX
Total			EX,XXX

Charges for Support Services:

Requirement	Day rate	Days	Totals per month (exc. VAT)
XXX - XXX - XXX - XXX	[if appropriate]	[if appropriate]	EX,XXX

XXX	[if appropriate]	[if appropriate]	EX,XXX
• XXX			
• XXX			
• XXX			
Etc.	[if appropriate]	[if appropriate]	EX,XXX
Total			EX,XXX

[Add Costs from Proposal]

Bespoke modifications, change requests and other ad-hoc work will be charged according to the agreed prevailing rate card or for any additional specialist roles (not on the rate card), at an agreed rate:

Role	Day rate (exc. VAT)
Programme Director	£1,200
Senior Agile Scrum-Master (Project Manager)	£850
Information Architect / Senior Web Developer	£900
Technical Architect	£900
Senior Content Designer	£900
DevOps Consultant	£850
Senior Software Developer	£850
Software Developer	£750
Designer	£700
Junior Sys. Admin	£700
Junior Tester	£650

PART 3: IMPLEMENTATION PLAN

Dates & Term

Element	Definition	Details
'Acceptance Date'	• means the date on which the Software pass the Acceptance Tests in accordance with Clause 8.6.	• XXX
'Commencement Date'	• means the date on which this Agreement becomes effective as specified	• XXX
'Services Start Date'	• means the date on which the provision by the Supplier of the Services is scheduled to commence, as specified	• XXX
'Software Delivery Date'	• means the estimated delivery date specified in this Implementation Plan on which the Supplier shall deliver a Software Module to the Client.	• XXX
'Term'	• means the term of this Agreement as specified	• XXX

[Add Schedule from Proposal]

Obligations

Element	Definition	Details
'Client Equipment'	• means any equipment, including and not limited to tools, systems, cabling or facilities, provided by the Client, its agents, subcontractors or consultants to the Supplier which is used directly or indirectly in the supply of the Services including any such items specified	• XXX • XXX • XXX

'Client Materials'	means all documents, information, items and materials in any form, including any software owned or licenced to the Client whether owned by the Client or a third party, which are provided by the Client to the Supplier in connection with the supply of the Services including any such items specified	- XXX - XXX - XXX
Client premises	Access to any relevant Client premises, office accommodation, data and other facilities	- XXX - XXX - XXX
'Client Representative'	means the individual identified as the person responsible for managing the provision of the Services on behalf of the Client as stated, or any replacement individual appointed by the Client as notified to the Supplier from time to time.	- XXX - XXX - XXX
'Supplier Equipment'	means any equipment, including and not limited to Tools, systems, cabling or facilities, provided by the Supplier to the Client and used directly or indirectly in the supply of the Services including any such items specified	- XXX - XXX - XXX
'Supplier Representative'	means the individual identified as the person responsible for managing the Services on behalf of the Supplier as stated, or any replacement individual appointed by the Supplier as notified to the Client from time to time.	- XXX - XXX - XXX

Process & methodology

Element	Definition	Details
'Change Order'	means a document setting out the proposed changes and the effect that those changes will have on the provision of the Services, the existing Charges, the Implementation Plan, and any other terms of this Agreement.	- XXX - XXX - XXX
'Acceptance Tests'	means the tests of the Services carried out by the Client after the Software Delivery Date as described in Clause 8, designed to demonstrate whether the Software meets the criteria set out in the Technical Specification, or in the absence of such specification, any such criteria as notified to the Client in writing by the Supplier acting reasonably.	- XXX - XXX - XXX
Agile methodology provisions	If the Supplier and the Client have agreed, that the Services will be provided in accordance with Agile methodology, the Client may propose changes to the Statement of Work and the Supplier shall, subject to prior agreement being reached between the Supplier and the Client as to any consequential variations to the Charges or to the timescale for the performance of the Services, amend the deliverables and timings accordingly.	- XXX - XXX - XXX

Documentation

Element	Definition	Details
'Documentation'	- means the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable or machine-readable forms supplied by the Supplier to the Client in connection with this Agreement. - proprietary to the Supplier (except where otherwise stated in this Schedule)	- XXX - XXX - XXX
'Technical Specification'	means the Technical Specification for the Software environment agreed by both parties.	- XXX - XXX - XXX

SCHEDULE 2: Personal data processing purposes and details

The **Processing of Personal Data** under this Agreement shall be conducted in accordance with the following provisions:

- 1. Subject Matter:**
The subject matter of the **Processing of Personal Data** is the **Processing of Personal Data** for the purpose of or in connection with the Provision of the **Services** to the Client under the terms of this Agreement.
- 2. Duration:**
As between the **Processor** and the Client, **Processing of Personal Data** under this Agreement shall be carried out until the expiration or termination of the Agreement in accordance with its terms.
- 3. Purpose:**
The purpose of the **Processing of Personal Data** under this Agreement is the provision of the **Services** to the Client and the performance of the **Processor's** obligations under this Agreement or as otherwise agreed by the parties from time to time.
- 4. Categories of Data Subject:**
Individual employees, officers or workers of the Client with whom the Supplier reasonably requires to interact in order to perform its obligations under this Agreement.
- 5. Types of Personal Data:**
First names and surnames.
- 6. Transfer of Personal Data outside the EEA:**
Personal Data is transferred to countries outside the EEA, in accordance with the provisions of Clause 19.6.
- 7. Authorised Sub-Processors**

[Note: In order to meet the GDPR requirement of transparency, the identity of any Sub-Processors and the reasons for appointing such Sub-Processors should be disclosed to the Client.]

Name of Sub-Processor	Address of Sub-Processor	Reason for Sub-Processing	If located outside EEA, lawful basis of transfer
To go here	To go here	To go here	To go here
To go here	To go here	To go here	To go here
Etc.	Etc.	Etc.	Etc.

SCHEDULE 3: Service Level Agreement (SLA)



Template SLA
v9.1.dotx