Service Agreement

1. Parties and effective date

1.1 Date and parties. This Service Agreement (the "Agreement") is dated **[Date of the agreement: _____]** (the "Effective Date") and is made between:

(a) **[Client's full legal name: _____]**, [Client's legal form and registration: _____], whose registered office or principal place of business is at [Client's registered office or business address: _____] (the "Client"); and

(b) **[Supplier's full legal name: _____]**, [Supplier's legal form and registration: _____], whose registered office or principal place of business is at [Supplier's registered office or business address: _____] (the "Supplier"),

each a "Party" and together the "Parties".

1.2 Signature on different days. If the Parties sign on different days, this Agreement takes effect on the Effective Date. If the Supplier carried out any of the Services before the Effective Date at the Client's written request, this Agreement governs that work as if it had been carried out after the Effective Date.

1.3 Authority. Each Party enters into this Agreement through a person acting under its authority. Each signatory confirms that he or she is authorised to sign for the Party named above. On request, a Party will give the other a copy of the board minute, resolution or other document that shows that authority within 5 Business Days.

1.4 Company particulars. Where a Party is a company or limited liability partnership, it will show its registered name on every invoice and order form it issues under this Agreement, and its registered number, registered office address and the part of the United Kingdom in which it is registered on its business letters, order forms and website.

2. Background

(A) The Supplier carries on business as [Supplier's business: _____] and has the skills, personnel and equipment to provide services of that kind.

(B) The Client carries on business as [Client's business: _____] and wishes to appoint the Supplier to provide the services described in this Agreement and in each Statement of Work.

(C) The Client enters into this Agreement for the purposes of its trade, business or profession and not as a consumer. The Parties have agreed these terms on that basis.

(D) The Parties wish to record in writing the terms on which the Supplier will provide those services and the Client will pay for them. These recitals explain the background and may be used to interpret this Agreement, but they do not themselves create obligations.

3. Definitions and interpretation

3.1 Defined terms. In this Agreement, unless the context requires otherwise:

(a) "Acceptance Criteria" means the tests and standards for a Deliverable set out in the relevant Statement of Work or, if none are set out, reasonable conformity of the Deliverable with its description in that Statement of Work;

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(b) "Applicable Law" means all laws, statutes, regulations and codes of practice in force in the United Kingdom from time to time that apply to a Party or to the Services;

(c) "Background IP" means any Intellectual Property Rights owned by or licensed to a Party before the Effective Date, or created by or for that Party outside the scope of this Agreement, including any improvements to them that are not specific to the Client;

(d) "Business Day" means a day other than a Saturday, a Sunday or a bank or public holiday in [Place whose bank holidays count: _____];

(e) "Change" means any change to the scope, Deliverables, timetable, Charges or other terms of a Statement of Work, and "Change Request" means a written request for a Change in the form set out in Schedule 3 or a form substantially similar to it;

(f) "Charges" means the charges for the Services set out in Schedule 2 and in each Statement of Work, as varied under clause 9;

(g) "Client Materials" means all documents, data, information, software, equipment, premises access and other materials that the Client provides or makes available to the Supplier for the Services;

(h) "Client Dependencies" means the obligations of the Client set out in clause 8 and in the relevant Statement of Work;

(i) "Confidential Information" has the meaning given in clause 18.1;

(j) "Data Protection Legislation" means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all other Applicable Law about the processing of personal data, in each case as amended or replaced from time to time;

(k) "Deliverables" means all documents, reports, designs, drawings, software, data, materials and other output that the Supplier or its Personnel create for the Client under this Agreement, as described in a Statement of Work;

(l) "Good Industry Practice" means the exercise of the degree of skill, care, diligence, prudence and foresight that would reasonably be expected from a skilled and experienced supplier engaged in the same type of undertaking in the United Kingdom under the same or similar circumstances;

(m) "Intellectual Property Rights" means copyright and related rights, moral rights, patents, rights in inventions, trade marks, business names and domain names, rights in get-up and goodwill, rights to sue for passing off, rights in designs, database rights, rights in computer software, rights in confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered, including all applications and rights to apply for them and all similar rights anywhere in the world;

(n) "Key Personnel" means the individuals named as key personnel in a Statement of Work;

(o) "Personnel" means all employees, workers, officers, agents and consultants of the Supplier and of its subcontractors who take part in providing the Services;

(p) "Relief Event" has the meaning given in clause 10.3;

(q) "Services" means the services described in each Statement of Work, together with any services that are reasonably incidental to them;

(r) "Service Levels" and "Service Credits" have the meanings given in clause 11;

(s) "Statement of Work" means a statement of work in the form set out in Schedule 1, agreed and

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signed by both Parties under clause 4; and

(t) "UK GDPR" has the meaning given in section 3(10) of the Data Protection Act 2018.

3.2 Interpretation. In this Agreement: (a) clause, Schedule and paragraph headings do not affect interpretation; (b) the Schedules form part of this Agreement; (c) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes subordinate legislation made under it; (d) words in the singular include the plural and the reverse; (e) "including" and similar words mean "including without limitation"; (f) "writing" or "written" includes email but not any other form of electronic message; and (g) a reference to a Party includes its successors and permitted assigns.

4. Engagement, statements of work and order of precedence

4.1 Appointment. The Client appoints the Supplier to provide the Services, and the Supplier agrees to provide them, on the terms of this Agreement. Each Statement of Work forms a separate contract on these terms, which are incorporated into it.

4.2 Statements of Work. The Parties may agree Statements of Work from time to time. A Statement of Work binds the Parties only when it has been signed by an authorised representative of each Party. Neither Party is obliged to agree any Statement of Work, and no purchase order, acknowledgement or other document issued by the Client or the Supplier adds to or changes these terms, even if it is signed or accepted.

4.3 Content of a Statement of Work. Each Statement of Work will set out, as a minimum: the Services and Deliverables; the start date, milestones and any completion date; the Acceptance Criteria; the Charges and the method of calculating them; the Key Personnel; any Service Levels and Service Credits; the Client Dependencies; and whether the Supplier will process personal data for the Client.

4.4 Order of precedence. If there is a conflict or inconsistency between the documents that make up this Agreement, they take priority in the following order: (a) the clauses of this Agreement; (b) Schedule 4 (Data processing particulars); (c) the relevant Statement of Work; (d) Schedule 2 (Charges and payment); and (e) any other Schedule. A Statement of Work may override a clause of this Agreement only if it identifies the clause by number and states expressly that it overrides it for that Statement of Work alone.

4.5 Non-exclusive appointment. Unless a Statement of Work states otherwise, the Supplier's appointment is non-exclusive, as set out in clause 26.

5. Services and standard of performance

5.1 Provision of the Services. The Supplier will provide the Services and the Deliverables in accordance with this Agreement and each Statement of Work.

5.2 Standard of performance. The Supplier will perform the Services:

(a) with reasonable care and skill and in accordance with Good Industry Practice;

(b) in accordance with the timetable in the relevant Statement of Work or, where no time is fixed, within a reasonable time;

(c) in accordance with all Applicable Law;

(d) in accordance with the Client's reasonable policies on health and safety, site security and

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information security that the Client has given to the Supplier in writing before the relevant work starts; and

(e) using Personnel who are suitably skilled, qualified and experienced for the tasks given to them.

5.3 Implied terms. The express terms of this Agreement add to the terms implied by law about the care and skill of the Services, the time for performance and the charge for them. Nothing in this Agreement is intended to exclude those implied terms except to the extent that an express term of this Agreement is inconsistent with them.

5.4 Reporting. The Supplier will report to the Client representative named in the Statement of Work on the progress of the Services [How often the supplier reports: _____], and will attend progress meetings at reasonable intervals. Each report will state work done, work planned, risks and issues, any actual or expected delay and the status of any Change Requests.

5.5 Licences and permits. The Supplier will obtain and maintain all licences, permits and consents that it needs to provide the Services, except those that the Statement of Work states the Client will obtain.

5.6 Client premises. When on the Client's premises, the Supplier will ensure that its Personnel comply with the Client's site rules notified in advance, and will not cause unreasonable disruption to the Client's business.

6. Supplier personnel and key personnel

6.1 Supplier personnel. The Supplier is responsible for the selection, supervision, management and payment of all Personnel. The Supplier will ensure that all Personnel have the right to work in the United Kingdom and have passed any background checks that the Statement of Work requires.

6.2 Key Personnel. The Supplier will use reasonable endeavours to ensure that the Key Personnel perform the Services for which they are named. The Supplier will not remove or replace any of the Key Personnel without the Client's prior written consent (not to be unreasonably withheld or delayed), except where the individual becomes ill, dies, takes parental or other statutory leave, resigns or is dismissed.

6.3 Replacements. Where a Key Person must be replaced, the Supplier will promptly propose a replacement with equivalent skills and experience, and will bear the cost of any reasonable handover period needed to bring the replacement up to speed.

6.4 Removal at the Client's request. The Client may, on reasonable grounds given in writing, ask the Supplier to remove any individual from the Services. Reasonable grounds include misconduct, a breach of the Client's site rules or persistent poor performance. The Supplier will comply promptly and provide a suitable replacement. The Client will not make such a request on any ground that is unlawful under the Equality Act 2010.

6.5 Substitution. Except for Key Personnel, the Supplier decides which individuals perform the Services and may substitute any individual with another suitably qualified individual, as long as the substitution does not affect the quality or timetable of the Services.

7. Deliverables, acceptance and correction

7.1 Delivery. The Supplier will deliver each Deliverable to the Client by the date and in the format set out in the Statement of Work, together with a written notice that the Deliverable is ready for review.

7.2 Review and testing. Within [Review period for deliverables (Business Days):

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_____] Business Days after receiving a Deliverable (the "Review Period"), the Client will review and, where the Statement of Work provides for it, test the Deliverable against the Acceptance Criteria.

7.3 Acceptance. The Client will, within the Review Period, either: (a) give written notice that it accepts the Deliverable; or (b) give written notice that it rejects the Deliverable, describing in reasonable detail each way in which it fails to meet the Acceptance Criteria (a "Rejection Notice").

7.4 Correction. If the Client gives a valid Rejection Notice, the Supplier will correct the failures described in it and resubmit the Deliverable within [Time to correct a rejected deliverable (Business Days): _____] Business Days, at no extra charge, and clauses 7.2 and 7.3 will apply again to the resubmitted Deliverable.

7.5 Repeated failure. If a Deliverable fails to meet the Acceptance Criteria on its second resubmission, the Client may, by written notice, choose to: (a) allow the Supplier a further period to correct it; (b) accept the Deliverable subject to a reasonable reduction in the Charges for it, agreed between the Parties or, failing agreement, determined under clause 33; or (c) treat the failure as a material breach that cannot be remedied, for the purposes of clause 28.2(a), in relation to the affected Statement of Work.

7.6 Deemed acceptance. A Deliverable is treated as accepted on the earliest of: (a) the Client's written acceptance; (b) the end of the Review Period without a valid Rejection Notice; and (c) the Client's use of the Deliverable in live operation or for any purpose other than review and testing, other than use that the Statement of Work expressly allows before acceptance.

7.7 Effect of acceptance. Acceptance does not limit the Supplier's warranties in clause 22 or the Client's rights for defects that a reasonable review would not have revealed.

8. Client obligations and dependencies

8.1 Client Dependencies. The Client will:

(a) co-operate with the Supplier in all matters relating to the Services;

(b) appoint a representative with authority to take day-to-day decisions about the Services, and tell the Supplier promptly of any change of representative;

(c) provide the Client Materials, information, instructions and decisions that the Supplier reasonably asks for, within [Time for the client to answer requests (Business Days): _____] Business Days of the request or by the dates in the Statement of Work, and ensure that they are accurate and complete in all material respects;

(d) give the Supplier's Personnel safe access to the Client's premises, systems and staff as reasonably required for the Services; and

(e) obtain any licences, permits and third-party consents that the Statement of Work lists as the Client's responsibility.

8.2 Client Materials. The Client warrants that it has the right to provide the Client Materials to the Supplier and that their use by the Supplier in accordance with this Agreement will not infringe the rights of any third party. The Client Materials remain the property of the Client, and the Supplier will use them only to perform the Services.

8.3 Effect of a Client failure. If the Supplier's performance of its obligations is prevented or delayed by any act or omission of the Client or its agents, subcontractors or employees, including a failure to

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meet a Client Dependency, clause 10.3 applies.

9. Change control

9.1 Requesting a Change. Either Party may request a Change by sending a Change Request to the other Party's representative.

9.2 Impact assessment. Within [Time to assess a change request (Business Days): _____] Business Days after sending or receiving a Change Request, the Supplier will give the Client a written assessment of the Change's effect on the Services, the Deliverables, the timetable, the Service Levels and the Charges, and of any other effect on this Agreement.

9.3 Agreeing a Change. A Change binds the Parties only when both Parties' authorised representatives have signed the Change Request, including the agreed changes to the timetable and the Charges. Until then, the Supplier will continue to perform the Services as they stood before the Change Request.

9.4 Changes required by law. If a change in Applicable Law after the Effective Date requires a change to the Services, the Parties will agree the change under this clause 9. Neither Party may unreasonably refuse a Change that is needed to comply with Applicable Law, and the Charges will be adjusted fairly to reflect any additional or reduced cost.

9.5 No informal Changes. The Supplier is not entitled to extra Charges for work outside the Statement of Work unless a Change Request for that work has been signed under clause 9.3, except for urgent work that the Client requested in writing to prevent harm to persons or property, which the Client will pay at the rates in Schedule 2.

10. Timetable, delay and relief events

10.1 Timetable. The Supplier will use all reasonable endeavours to meet the milestones and completion dates in each Statement of Work. Time for performance is not of the essence unless the Statement of Work expressly says so for a particular milestone.

10.2 Notice of delay. The Supplier will notify the Client in writing as soon as it becomes aware that a milestone may be missed, stating the cause, the expected length of the delay and the steps it is taking to reduce it.

10.3 Relief Events. The Supplier is not liable for any failure or delay in performing its obligations, and is entitled to a fair extension of time and to payment of its reasonable, demonstrable additional costs, to the extent that the failure or delay is caused by: (a) a failure by the Client to meet a Client Dependency; (b) a Change requested by the Client; (c) inaccurate or incomplete Client Materials; or (d) any other breach of this Agreement by the Client (each a "Relief Event"). The Supplier must give notice under clause 10.2 within a reasonable time after it becomes aware of the Relief Event to rely on this clause, and must take reasonable steps to keep the effect of the Relief Event to a minimum.

10.4 Force majeure. Delays caused by a Force Majeure Event are dealt with under clause 31.

11. Service levels and service credits

11.1 Service Levels. Where a Statement of Work sets out service levels (the "Service Levels"), the Supplier will meet or exceed them and will measure and report its performance against them in each progress report under clause 5.4.

11.2 Service Credits. If the Supplier fails to meet a Service Level, the Supplier will credit the Client with the amount set out in the Statement of Work for that failure (a "Service Credit"). Service Credits

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will be shown as a deduction on the next invoice or, after the end of this Agreement, paid within 30 days.

11.3 Nature of Service Credits. The Parties agree that the Service Credits are a price adjustment that reflects the reduced value of the Services, set at a level proportionate to the Client's legitimate interest in the proper performance of the Services. They are not a penalty.

11.4 Cap on Service Credits. The total Service Credits in any month will not exceed [Monthly cap on service credits (per cent of charges): _____] per cent of the Charges for that month under the relevant Statement of Work.

11.5 Other remedies. Service Credits are without prejudice to the Client's other rights and remedies, but any damages that the Client recovers for a Service Level failure will be reduced by the Service Credits paid for the same failure.

11.6 Exceptions. The Supplier is not responsible for a Service Level failure to the extent it is caused by a Relief Event or a Force Majeure Event, or occurs during planned maintenance agreed in advance with the Client.

12. Charges, invoicing and payment

12.1 Charges. In return for the Services, the Client will pay the Charges set out in Schedule 2 and in each Statement of Work. The Charges are the full price for the Services, and no other charge is payable unless this Agreement or an agreed Change provides for it.

12.2 Basis of the Charges. The Charges are calculated on the basis stated in Schedule 2 (fixed price, time and materials, retainer or milestone payments). Where the Charges are on a time and materials basis, the Supplier will keep accurate time records and give them to the Client with each invoice.

12.3 Invoicing. The Supplier will invoice the Client [When the supplier invoices: _____]. Each invoice will include: a unique invoice number; the Supplier's name, address and, where applicable, its company registration number and VAT registration number; the Client's name and address; the Client's purchase order number, if the Client has given one; a description of the Services supplied; the date of supply and the date of the invoice; the amount charged; the VAT rate and amount, if any; and the total amount due. Invoices will be sent to [Email address for invoices: _____].

12.4 Payment. The Client will pay each undisputed invoice in full and in cleared funds within [Payment period in days after invoice: _____] days after the date on which it receives the invoice, by bank transfer to the account named in Schedule 2. Time for payment is of the essence.

12.5 Price review. The Supplier may increase its rates for time and materials work once in each 12-month period from the first anniversary of the Effective Date by giving the Client at least [Notice for a rate increase (days): _____] days' written notice. An increase will not exceed the percentage increase in the Consumer Prices Index (CPI) published by the Office for National Statistics for the previous 12 months, and will not apply to fixed-price work already agreed in a Statement of Work.

12.6 No set-off. The Client will pay all amounts due under this Agreement without any deduction, set-off or counterclaim, except for Service Credits and any amount withheld in good faith under clause 14.4.

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13. Expenses

13.1 Reimbursable expenses. The Client will reimburse the Supplier for the reasonable travel, accommodation and other out-of-pocket expenses that the Supplier properly incurs in providing the Services, but only if: (a) the Statement of Work or Schedule 2 lists them as reimbursable, or the Client has approved them in writing in advance; and (b) they comply with the Client's travel and expenses policy given to the Supplier in writing.

13.2 Approval limit. The Supplier will obtain the Client's prior written approval for any single expense above [Single expense that needs prior approval: _____], and for total expenses in any month above any limit stated in the Statement of Work.

13.3 Evidence. The Supplier will charge expenses at cost, without mark-up, and will support each claim with receipts or other reasonable evidence. Where the Supplier is VAT-registered and recovers input VAT on an expense, it will recharge the expense net of that VAT and add VAT to the recharge where required.

14. Late payment, disputed invoices and suspension

14.1 Statutory interest. If the Client fails to pay any amount by the due date, the Supplier may claim interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998. The Parties do not agree a different rate of interest, so that statutory interest at 8 per cent a year above the Bank of England base rate applies to the overdue amount from the day after the due date until payment.

14.2 Recovery costs. In addition to statutory interest, the Supplier may claim the fixed sum that the Act allows for the cost of recovering the debt, and any further reasonable costs of recovery that the fixed sum does not cover.

14.3 Reminder. Before charging interest, the Supplier will send the Client a payment reminder that states the amount overdue and the due date. This reminder is a courtesy only and does not delay the start of interest.

14.4 Disputed invoices. If the Client disputes any part of an invoice in good faith, it will give the Supplier written notice of the dispute, with reasons and supporting information, before the due date. The Client will pay the undisputed part by the due date. The Parties will try to resolve the dispute under clause 33. Any amount found to be payable will be paid within 10 Business Days after the dispute is resolved, with statutory interest from the original due date.

14.5 Suspension. If any undisputed amount remains unpaid for more than [Days overdue before the supplier may suspend: _____] days after its due date, the Supplier may, after giving the Client at least 7 days' further written notice that it intends to do so, suspend all or part of the Services until the overdue amount is paid in full. A suspension does not limit the Supplier's other rights. The Supplier is entitled to a fair extension of time for the period of suspension and its reasonable costs of demobilising and remobilising.

14.6 Insolvency of the Client. Clause 14.5 does not apply where its use is prevented by section 233B of the Insolvency Act 1986 because the Client has become subject to a relevant insolvency procedure. In that case the Supplier will not make continued supply conditional on payment of amounts owed for supplies before the insolvency procedure began.

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15. VAT and taxes

15.1 VAT. The Charges and expenses are stated exclusive of value added tax ("VAT"). Where the Supplier is registered for VAT, the Client will pay, in addition to the Charges and on receipt of a valid VAT invoice, VAT at the rate in force at the time of the supply.

15.2 Supplier's VAT status. The Supplier's VAT registration number is [Supplier's VAT registration number: _____]. If the Supplier is not registered for VAT on the Effective Date, it will tell the Client in writing within 10 Business Days if it becomes registered, and VAT will be added to Charges for supplies made after the date of registration.

15.3 Other taxes. Each Party is responsible for its own income tax, corporation tax, national insurance contributions and other taxes on its income and profits arising from this Agreement. Neither Party will make any deduction for tax from a payment under this Agreement unless Applicable Law requires it, including where the Client is required to make deductions under clause 16.5.

16. Status of the supplier, IR35 and no employment

16.1 Independent contractor. The Supplier provides the Services as an independent contractor in business on its own account. Nothing in this Agreement makes the Supplier or any of its Personnel an employee or worker of the Client.

16.2 Control and method. The Supplier decides how, when and where it performs the Services, subject only to the timetable, the Service Levels and the specific requirements in the Statement of Work and clause 5. The Supplier provides its own equipment, except where the Statement of Work states otherwise.

16.3 Supplier's responsibilities. The Supplier is solely responsible for the pay, tax, national insurance contributions, pension contributions, holiday pay and other benefits of its Personnel, and for meeting its obligations under employment law to its Personnel.

16.4 Off-payroll working (IR35). This clause applies where the Services are provided by an individual worker through an intermediary (such as the worker's own personal service company) and the off-payroll working rules in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 may apply. The Client states that, for the purposes of those rules, it is: **[Client's size for the IR35 rules: _____]**.

16.5 Status determination. If the Client is a medium or large client, or a public authority, the Client will take reasonable care to determine the worker's employment status for tax purposes before the Services begin, will give the worker and the Supplier a status determination statement that sets out its conclusion and the reasons for it, and will review that statement promptly if the worker or the Supplier disagrees with it. If the Client is a small client outside the public sector, the Supplier, as the worker's intermediary, is responsible for deciding the worker's status and for any tax and national insurance that follow from that decision.

16.6 Information. Each Party will give the other the information it reasonably needs to comply with the off-payroll working rules, including any change in the Client's size status or in the way the Services are provided that may affect a status determination.

16.7 Tax indemnity. The Supplier will indemnify the Client against any income tax, national insurance contributions and related interest and penalties that HM Revenue & Customs lawfully claims from the Client in respect of the Supplier or its Personnel, except to the extent that the liability

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arises from the Client's own failure to comply with its obligations under clause 16.5 or the off-payroll working rules.

17. Subcontracting

17.1 Consent. The Supplier may not subcontract any part of the Services without the Client's prior written consent, which will not be unreasonably withheld or delayed. Subcontractors approved at the Effective Date are listed in the Statement of Work.

17.2 Flow-down. The Supplier will ensure that each subcontract contains terms that are consistent with, and no less protective of the Client than, clauses 18 (Confidentiality), 19 (Data protection and security), 20 (Intellectual property) and 32 (Compliance).

17.3 Responsibility. The Supplier remains responsible for all acts and omissions of its subcontractors as if they were its own. A subcontract does not relieve the Supplier of any of its obligations under this Agreement.

18. Confidentiality

18.1 Meaning. "Confidential Information" means all information of a confidential nature, in any form, that one Party (the "Discloser") or its group companies discloses to the other Party (the "Recipient") in connection with this Agreement, including information about the Discloser's business, customers, suppliers, finances, plans, processes, products, know-how, software and personnel, and the terms of this Agreement.

18.2 Exceptions. Confidential Information does not include information that: (a) is or becomes publicly available other than through a breach of this clause; (b) the Recipient can show was lawfully in its possession before the Discloser disclosed it; (c) the Recipient receives from a third party who is free to disclose it; or (d) the Recipient develops independently without using the Discloser's Confidential Information.

18.3 Obligations. The Recipient will: (a) keep the Discloser's Confidential Information secret; (b) use it only to perform its obligations or exercise its rights under this Agreement; (c) disclose it only to its employees, officers, Personnel, professional advisers, insurers and subcontractors who need to know it for those purposes and who are bound by duties of confidentiality no less strict than this clause; and (d) protect it with at least the degree of care it uses for its own confidential information, and never less than reasonable care.

18.4 Required disclosure. The Recipient may disclose Confidential Information to the extent required by law, by a court or by a governmental or regulatory authority, as long as it gives the Discloser as much prior notice as the law allows and discloses no more than is required.

18.5 Return or destruction. On the Discloser's written request, and in any event when this Agreement ends, the Recipient will return or securely destroy the Discloser's Confidential Information and confirm in writing that it has done so. The Recipient may keep copies that it must keep by law or that are held in routine back-up systems, as long as this clause continues to apply to them.

18.6 Duration. This clause continues to apply for [Years confidentiality lasts after the end: _____] years after this Agreement ends and, for trade secrets, for as long as the information remains a trade secret.

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19. Data protection and security

19.1 Roles. The Parties acknowledge that, where the Supplier processes personal data on behalf of the Client in providing the Services, the Client is the controller and the Supplier is the processor. Schedule 4 sets out the subject matter and duration of the processing, its nature and purpose, the type of personal data and the categories of data subjects.

19.2 Compliance. Each Party will comply with the Data Protection Legislation. This clause is in addition to, and does not relieve either Party of, its obligations under the Data Protection Legislation.

19.3 Processor obligations. Where the Supplier acts as processor, it will:

(a) process the personal data only on the documented instructions of the Client, including with regard to transfers of personal data outside the United Kingdom, unless Applicable Law requires otherwise, in which case it will inform the Client of that legal requirement before processing unless the law prohibits this;

(b) ensure that all persons it authorises to process the personal data are bound by a duty of confidentiality;

(c) implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including at least the measures set out in Schedule 4;

(d) not engage another processor without the Client's prior specific or general written authorisation, give the Client notice of any intended addition or replacement so that the Client can object, and impose on each sub-processor by written contract the same data protection obligations as this clause 19;

(e) taking into account the nature of the processing, assist the Client by appropriate measures, as far as possible, to respond to requests from data subjects exercising their rights;

(f) assist the Client in meeting its obligations on security, personal data breach notification, data protection impact assessments and prior consultation with the Information Commissioner;

(g) notify the Client without undue delay, and in any event within [Hours to report a personal data breach: _____] hours, after becoming aware of a personal data breach affecting the Client's personal data, with the information the Client reasonably needs to meet its own obligations;

(h) at the Client's choice, delete or return all the personal data to the Client at the end of the Services, and delete existing copies, unless Applicable Law requires storage of the personal data; and

(i) make available to the Client all information necessary to demonstrate compliance with this clause, and allow for and contribute to audits, including inspections, conducted by the Client or an auditor mandated by the Client, on reasonable notice and no more than once in any 12-month period except after a personal data breach.

19.4 Instructions that breach the law. The Supplier will immediately inform the Client if, in its opinion, an instruction infringes the Data Protection Legislation.

19.5 International transfers. The Supplier will not transfer the Client's personal data outside the United Kingdom unless the Client has given prior written consent and the transfer complies with the Data Protection Legislation.

19.6 Information security. Whether or not it processes personal data, the Supplier will comply with the information security requirements in the Statement of Work and will not knowingly introduce any virus or other malicious code into the Client's systems.

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20. Intellectual property in deliverables and moral rights

20.1 Client Materials. The Client owns, or its licensors own, all Intellectual Property Rights in the Client Materials. The Client grants the Supplier a non-exclusive, royalty-free, non-transferable licence to use the Client Materials during the term of this Agreement only to provide the Services.

20.2 Assignment of Deliverables. Subject to clause 20.3, in return for the payment of the Charges, the Supplier, with full title guarantee, assigns to the Client all Intellectual Property Rights in the Deliverables, other than the Supplier's Background IP and any third-party materials. To the extent that any such rights do not yet exist, this clause 20.2 operates as an assignment of future rights, which will vest in the Client as each Deliverable, or any part of it, is created or, if later, at the time stated in clause 20.3.

20.3 Timing of transfer. The assignment in clause 20.2 takes effect [When copyright passes to the client: _____]. Until it takes effect, the Supplier grants the Client a non-exclusive, royalty-free licence to use the Deliverables for the purposes set out in the Statement of Work.

20.4 Moral rights. The Supplier will obtain from each individual author of any part of the Deliverables, including its Personnel and any subcontractor's personnel, a written waiver, signed by that individual, of all moral rights that the individual has in the Deliverables, unconditionally and in favour of the Client, its licensees and successors in title. Where the Supplier is an individual, the Supplier, by signing this Agreement, unconditionally waives all moral rights it has in the Deliverables. Neither the Supplier nor any such individual asserts the right to be identified as author of the Deliverables.

20.5 Personnel and subcontractors. The Supplier will ensure that all Intellectual Property Rights in the Deliverables created by its Personnel or subcontractors vest in the Supplier, or are assigned to the Supplier in signed writing, so that the Supplier can assign them to the Client under clause 20.2.

20.6 Further assurance. The Supplier will, at the Client's reasonable request and cost, sign all documents and do all things reasonably needed to give full effect to this clause 20, including signing a confirmatory assignment in any form the Client reasonably requires.

20.7 Records. The Supplier will keep records of the creation of the Deliverables and deliver to the Client, with each Deliverable, the source files, source code and other materials that a skilled person would need to understand, maintain and modify it, unless the Statement of Work states otherwise.

21. Supplier background IP and licence

21.1 Background IP. Each Party keeps ownership of its Background IP. Nothing in this Agreement assigns any Background IP from one Party to the other.

21.2 Licence of Supplier Background IP. To the extent that any of the Supplier's Background IP is incorporated into a Deliverable or is needed to use it, the Supplier grants the Client and its group companies a non-exclusive, perpetual, irrevocable, worldwide, royalty-free licence (with the right to sub-license to contractors acting for the Client) to use, copy, modify and maintain that Background IP as part of, or in connection with, the Deliverables. The Supplier's existing Background IP that it expects to use is listed in the Statement of Work.

21.3 Third-party materials. The Supplier will not incorporate any third-party materials, including open-source software, into a Deliverable without the Client's prior written approval. Where the Client approves them, the Supplier will tell the Client the licence terms that apply, and the Client's use of those materials will be subject to those terms.

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21.4 Know-how. Nothing in this Agreement prevents either Party from using general skills, knowledge, experience, ideas and techniques retained in the unaided memory of its personnel, as long as it does not disclose the other Party's Confidential Information or infringe its Intellectual Property Rights.

22. Warranties

22.1 Mutual warranties. Each Party warrants that: (a) it has full power and authority to enter into and perform this Agreement; (b) entering into this Agreement does not breach any other agreement that binds it; and (c) it will comply with Applicable Law in performing this Agreement.

22.2 Supplier warranties. The Supplier warrants that:

(a) the Services will be performed with reasonable care and skill and in accordance with clause 5.2;

(b) for [Warranty period after acceptance (days): _____] days after acceptance, each Deliverable will conform in all material respects to its description and the Acceptance Criteria in the Statement of Work;

(c) the Deliverables and their use by the Client in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party;

(d) it has, and will maintain, all the Personnel, skills, licences and resources needed to perform the Services; and

(e) it is not aware of any matter that would materially affect its ability to perform its obligations under this Agreement.

22.3 Remedy for defects. If a Deliverable does not meet the warranty in clause 22.2(b), the Supplier will, at its own cost and within a reasonable time after written notice, correct the defect or re-perform the relevant Services. If the Supplier cannot do so within a reasonable time, the Client may recover the Charges paid for the defective Deliverable, without limiting its other rights.

22.4 Exceptions. The warranty in clause 22.2(b) does not apply to the extent a defect is caused by: (a) Client Materials; (b) a modification of the Deliverable made by anyone other than the Supplier or its Personnel; or (c) use of the Deliverable other than in accordance with its documentation or the Statement of Work.

22.5 Other terms. Except as expressly set out in this Agreement and subject to clause 5.3, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law, as long as this clause does not exclude the implied term that the Services will be performed with reasonable care and skill.

23. Indemnities and conduct of claims

23.1 IP indemnity. The Supplier will indemnify the Client against all losses, damages, costs (including reasonable legal fees) and expenses that the Client suffers or incurs as a result of any claim that the receipt or use of the Services or Deliverables in accordance with this Agreement infringes the Intellectual Property Rights of a third party (an "IP Claim").

23.2 Exclusions. Clause 23.1 does not apply to an IP Claim to the extent that it arises from: (a) Client Materials; (b) a modification of the Deliverables not made by or for the Supplier; (c) use of the Deliverables in combination with materials not supplied or approved by the Supplier, where the IP Claim would not have arisen without that combination; or (d) the Supplier's compliance with the Client's specific written instructions.

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23.3 Client indemnity. The Client will indemnify the Supplier against all losses, damages, costs (including reasonable legal fees) and expenses that the Supplier suffers or incurs as a result of any claim that the Supplier's use of the Client Materials in accordance with this Agreement infringes the rights of a third party.

23.4 Conduct of claims. A Party claiming under an indemnity (the "Indemnified Party") will: (a) notify the other Party (the "Indemnifying Party") in writing of the claim promptly and in any event within 10 Business Days after becoming aware of it; (b) make no admission or settlement of the claim without the Indemnifying Party's prior written consent; (c) allow the Indemnifying Party to conduct the defence and settlement of the claim at its own cost, as long as it keeps the Indemnified Party informed and consults it on material decisions; and (d) give the Indemnifying Party reasonable assistance, at the Indemnifying Party's cost.

23.5 Mitigation of IP Claims. If an IP Claim is made or is reasonably likely, the Supplier may, at its own cost and option: (a) obtain for the Client the right to continue using the affected Deliverable; (b) modify or replace it so that it is no longer infringing, as long as its functions and performance are not materially reduced; or (c) if neither (a) nor (b) is reasonably available, take back the affected Deliverable and refund the Charges paid for it, less a reasonable sum for the Client's use of it.

23.6 Duty to mitigate. Each Indemnified Party will take reasonable steps to mitigate its losses under this clause 23. The indemnities in this clause 23 are subject to clause 24 except where clause 24.4 states otherwise.

24. Limitation and exclusion of liability

24.1 Liability that is not limited. Nothing in this Agreement limits or excludes either Party's liability for: (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited or excluded by law.

24.2 Excluded losses. Subject to clause 24.1, neither Party is liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of or damage to goodwill; or (f) indirect or consequential loss, in each case arising under or in connection with this Agreement.

24.3 Liability cap. Subject to clauses 24.1, 24.2 and 24.4, each Party's total liability to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this Agreement in each Contract Year is limited to the greater of: (a) [Fixed liability cap per contract year: _____]; and (b) [Cap as a percentage of annual charges: _____] per cent of the total Charges paid and payable in that Contract Year. "Contract Year" means each period of 12 months starting on the Effective Date or an anniversary of it.

24.4 Separate caps and exceptions. The cap in clause 24.3 does not apply to: (a) the Client's obligation to pay the Charges and expenses properly due; (b) the Supplier's liability under the IP indemnity in clause 23.1; (c) either Party's liability for a breach of clause 18 (Confidentiality); or (d) either Party's liability under the indemnities in clause 30 (Employment and TUPE). Each Party's total liability for breach of clause 19 (Data protection and security) is limited to [Separate cap for data protection claims: _____] in aggregate, and that amount is separate from and in addition to the cap in clause 24.3.

24.5 Reasonableness. Each Party confirms that it has had the opportunity to take legal advice on this clause 24, that the limits on liability reflect the Charges, the insurance cover available to each Party

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under clause 25 and the resources available to each Party to meet a liability, and that it regards them as fair and reasonable in the circumstances known to the Parties when this Agreement was made.

24.6 Time limit for claims. Neither Party may start proceedings for a claim under this Agreement after the end of the limitation or prescription period that applies to it under the governing law in clause 40, and nothing in this Agreement shortens that period.

25. Insurance

25.1 Required cover. During the term of this Agreement and for [Years insurance continues after the end: _____] years after it ends, the Supplier will maintain, with reputable insurers authorised to do business in the United Kingdom:

(a) professional indemnity insurance with a limit of not less than [Professional indemnity cover per claim: _____] for each claim;

(b) public liability insurance with a limit of not less than [Public liability cover per occurrence: _____] for each occurrence;

(c) employer's liability insurance as required by the Employers' Liability (Compulsory Insurance) Act 1969, where the Supplier employs anyone; and

(d) any other insurance stated in the Statement of Work, such as cyber liability insurance.

25.2 Evidence. The Supplier will give the Client a copy of the certificate of insurance or a broker's letter confirming the cover within 10 Business Days of a written request, and will tell the Client promptly if any of the policies is cancelled, not renewed or materially reduced.

25.3 No limit on liability. The Supplier's insurance does not limit its liability under this Agreement, except to the extent that clause 24 limits it.

26. Non-solicitation and non-exclusivity

26.1 Non-solicitation. During the term of this Agreement and for [Non-solicitation period (months): _____] months after it ends, neither Party will, without the other Party's prior written consent, directly or indirectly solicit or entice away, or try to solicit or entice away, any employee of the other Party who was involved in the Services in the 12 months before the solicitation.

26.2 General advertising. Clause 26.1 does not prevent a Party from employing a person who responds to a general recruitment advertisement that is not aimed specifically at the other Party's employees.

26.3 Remedy. If a Party breaches clause 26.1 and employs or engages the person concerned, it will pay the other Party, as a reasonable pre-estimate of the cost of recruiting and training a replacement, a sum equal to [Recruitment fee for breach (per cent of salary): _____] per cent of the person's gross annual salary at the time of the solicitation. The Parties consider this sum proportionate to their legitimate interest in keeping a stable workforce.

26.4 Non-exclusivity. Unless a Statement of Work states otherwise, the Client may obtain services similar to the Services from other suppliers, and the Supplier may provide services to other clients, including competitors of the Client, as long as it complies with clause 18 and does not let those services affect its performance of this Agreement.

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27. Term and renewal

27.1 Term. This Agreement starts on the Effective Date and continues until [End date of the agreement: _____], unless it is terminated earlier under clause 28.

27.2 Renewal. [Renewal wording: _____]

27.3 Statements of Work after expiry. If this Agreement ends while a Statement of Work is still in progress, this Agreement continues to apply to that Statement of Work until it is completed or terminated, unless the Parties agree otherwise in writing.

28. Termination

28.1 Termination for convenience. The Client may terminate this Agreement or any Statement of Work for convenience by giving the Supplier at least [Notice for termination for convenience (days): _____] days' written notice. The Client will then pay the Supplier for all Services performed and expenses properly incurred up to the date of termination, and for any non-cancellable commitments that the Supplier reasonably made for the Services before receiving the notice and cannot use elsewhere.

28.2 Termination for cause. Without limiting its other rights, either Party may terminate this Agreement, or the affected Statement of Work, with immediate effect by written notice to the other Party if the other Party:

(a) commits a material breach of this Agreement that cannot be remedied, or that can be remedied but is not remedied within [Cure period for a material breach (days): _____] days after receiving written notice that identifies the breach and requires it to be remedied;

(b) repeatedly breaches this Agreement in a way that reasonably shows that it does not intend, or is unable, to comply with it;

(c) suspends or threatens to suspend payment of its debts, is unable to pay its debts as they fall due, or admits inability to pay its debts;

(d) enters into a moratorium, administration, liquidation, company voluntary arrangement, restructuring plan, scheme of arrangement or other insolvency procedure, has a receiver or administrative receiver appointed over any of its assets, or, if an individual, is made bankrupt or becomes subject to an individual voluntary arrangement or, in Scotland, sequestration; or

(e) suffers any event in another jurisdiction that has an effect equivalent or similar to any event in (c) or (d).

28.3 Supplier's rights on the Client's insolvency. The Supplier's rights to terminate or suspend under clauses 14.5, 28.2 and 28.4 apply only so far as section 233B of the Insolvency Act 1986 allows, including where the right arose because of an event that happened before the Client became subject to a relevant insolvency procedure. Where that section applies, the Supplier may terminate because of the Client's insolvency only with the consent of the office-holder or the Client (as the case may be) or with the permission of the court on the ground of hardship.

28.4 Termination for non-payment. Subject to clause 28.3, the Supplier may terminate this Agreement by written notice if any undisputed amount remains unpaid for more than 30 days after the Supplier has given written notice of the non-payment.

28.5 Termination for prolonged force majeure or change of control. Either Party may terminate this Agreement under clause 31.4. The Client may terminate this Agreement by giving at least 30

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days' written notice within 3 months after the Supplier undergoes a change of control that the Supplier did not notify to the Client in advance.

29. Consequences of termination, exit and survival

29.1 Payment on termination. On termination for any reason, the Client will pay the Supplier, within the time set out in clause 12.4, all Charges and expenses properly due for Services performed up to the termination date. Where the Client terminates under clause 28.2, it may withhold payment for any Deliverable that has not been accepted and set off its reasonable additional costs of completing the Services through another supplier.

29.2 Delivery of work. Within 10 Business Days after termination, the Supplier will deliver to the Client all Deliverables, whether or not complete, and all Client Materials and Confidential Information of the Client in its possession, and clause 20 will apply to all Deliverables paid for.

29.3 Exit assistance. For up to [Exit assistance period (days): _____] days after termination, the Supplier will give the Client and any replacement supplier the reasonable assistance the Client asks for to ensure an orderly transfer of the Services, including handing over documents, data and knowledge. The Client will pay for this assistance at the rates in Schedule 2, except where the Client terminated under clause 28.2 because of the Supplier's breach.

29.4 Accrued rights. Termination does not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the termination date, including the right to claim damages for any breach that existed at or before that date.

29.5 Survival. Clauses 1, 3, 12 to 15 (as to amounts due), 16.7, 18, 19, 20, 21, 23, 24, 25, 26.1 to 26.3, 29, 30 and 33 to 40, and any other provision that is expressly or by implication intended to continue after termination, survive termination or expiry.

30. Employment and TUPE

30.1 Meaning of TUPE. In this clause 30, "TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended, and, where the Assigned Staff are situated in Northern Ireland, the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (SR 2006/177), as amended, and any other legislation that implements the transfer of undertakings rules in the relevant part of the United Kingdom, and "Employment Liabilities" means all claims, demands, awards, fines, costs and expenses (including reasonable legal fees) relating to the employment of any person or the termination of that employment, including claims for wages, holiday pay, pension contributions, redundancy pay, unfair dismissal, discrimination and failure to inform or consult. "Assigned Staff" means the employees of the Supplier or of any subcontractor who are wholly or mainly assigned to the Services immediately before the Services, or any part of them, end or move to the Client or a replacement supplier.

30.2 Position at the start. The Parties record their position on TUPE at the Effective Date as follows: [TUPE position at the start: _____]. Where the Parties have recorded that no person transfers to the Supplier, but a person claims, or it is found, that his or her contract of employment has transferred to the Supplier or a subcontractor because of the start of the Services, the Supplier may, within 1 month after becoming aware of it, terminate that person's employment, and the Client will indemnify the Supplier against the Employment Liabilities arising from that employment and its termination, provided that the Supplier has acted reasonably and promptly and has taken reasonable steps to reduce the Employment Liabilities.

30.3 Employee information. Within [Months before expiry for staff information:

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_____] months before the expiry of this Agreement or of a Statement of Work, within 20 Business Days after either Party gives notice of termination, and otherwise within 20 Business Days after the Client's reasonable written request (no more than once in any 6 months), the Supplier will give the Client, and will ensure that its subcontractors give the Client, accurate information about each person who is or may be Assigned Staff. The information will be anonymised and will include each person's role, length of service, age, pay and benefits, working hours, notice period, pension arrangements, and any disciplinary or grievance action and any claim brought or threatened in the previous 2 years. The Supplier will update the information promptly when it changes and give final information at least 28 days before the Services end. The Client may disclose the information to any person tendering to provide replacement services, who must keep it confidential, and will process it in line with clause 19.

30.4 No changes before exit. From the earlier of the date on which either Party gives notice of termination and the date [Months before expiry for staff information: _____] months before expiry, the Supplier will not, and will ensure that its subcontractors will not, without the Client's prior written consent (which will not be unreasonably withheld or delayed): (a) change the number or identity of the Assigned Staff, other than by a dismissal for gross misconduct or a voluntary resignation; (b) change the terms and conditions of employment of any Assigned Staff, including pay, benefits and working hours; (c) assign to the Services any person who was not previously assigned to them; or (d) assign any of the Assigned Staff to other work so that they are no longer wholly or mainly assigned to the Services.

30.5 Allocation of Employment Liabilities. Where the end of this Agreement, or of any Statement of Work, or the move of any of the Services to the Client or a replacement supplier is a relevant transfer under TUPE:

(a) the Supplier will bear, and will indemnify the Client against, all Employment Liabilities that relate to the Assigned Staff and that arise from any act, omission or event in the period up to and including the transfer date, including any such Employment Liabilities that the Client must pay to a replacement supplier, including any failure by the Supplier or a subcontractor to inform and consult under regulation 13 of TUPE;

(b) the Client will bear, and will indemnify the Supplier against, all Employment Liabilities that relate to the Assigned Staff and that arise from any act or omission of the Client or the replacement supplier after the transfer date, and any failure by the Client or the replacement supplier to give the Supplier the information it needs to comply with regulation 13 of TUPE;

(c) the Supplier will indemnify the Client against all Employment Liabilities (including any that the Client must pay to a replacement supplier) relating to any person who is not Assigned Staff but who claims that his or her employment has transferred to the Client or the replacement supplier, provided that the Client or the replacement supplier terminates that person's employment within 1 month after becoming aware of the claim; and

(d) each Party will bear the wages, salaries, tax, national insurance contributions, pension contributions and other employment costs of the Assigned Staff for its own period, apportioned on a daily basis at the transfer date.

30.6 Conduct and enforcement. The Party claiming under an indemnity in this clause 30 will give the other Party prompt written notice of any claim, and clause 23 will apply to the conduct of that claim. The Client may require any replacement supplier to give the Supplier undertakings that match clause 30.5(b), and the Supplier will give any replacement supplier the same information and cooperation that it gives the Client under this clause 30. The cap in clause 24.3 does not apply to the

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indemnities in this clause 30.

30.7 Non-solicitation. Clause 26 does not apply to any person whose employment transfers to the Client or a replacement supplier under TUPE or who is employed in line with clause 30.2 or 30.5.

31. Force majeure

31.1 Meaning. A "Force Majeure Event" means an event or circumstance beyond a Party's reasonable control, including acts of God, flood, storm, fire, epidemic or pandemic, war, terrorism, riot, civil commotion, government action, failure of a public utility or transport network, and strikes or industrial action that do not involve the affected Party's own workforce. A lack of funds, or a failure by a subcontractor that is not itself caused by a Force Majeure Event, is not a Force Majeure Event.

31.2 Relief. A Party is not in breach of this Agreement, and is not liable for any failure or delay in performing its obligations, to the extent that the failure or delay results from a Force Majeure Event. This clause does not excuse any obligation to pay money that was due before the Force Majeure Event.

31.3 Duties of the affected Party. The affected Party will: (a) promptly notify the other Party in writing of the Force Majeure Event, the date it began, its likely duration and its effect on its ability to perform; (b) use all reasonable endeavours to mitigate its effect, including by following any business continuity plan required by the Statement of Work; and (c) resume full performance as soon as reasonably possible.

31.4 Prolonged event. If a Force Majeure Event prevents, hinders or delays a Party's performance of its material obligations for a continuous period of more than [Force majeure days before termination is allowed: _____] days, the other Party may terminate this Agreement or the affected Statement of Work by giving 10 Business Days' written notice. The Client will pay for Services performed up to the date of termination.

32. Anti-bribery, anti-fraud and modern slavery

32.1 Anti-bribery. Each Party will: (a) comply with the Bribery Act 2010 and all other Applicable Law about bribery and corruption; (b) not engage in any activity, practice or conduct that would be an offence under sections 1, 2 or 6 of that Act if carried out in the United Kingdom; (c) maintain throughout this Agreement its own policies and procedures, including adequate procedures, designed to prevent persons associated with it from bribing another person; and (d) promptly report to the other Party any request or demand for an undue financial or other advantage that it receives in connection with this Agreement.

32.2 Anti-fraud. Each Party will not commit, and will take reasonable steps to ensure that its employees, agents, subsidiaries and subcontractors do not commit, any fraud offence intended to benefit it or any person to whom it provides services in connection with this Agreement. Each Party will maintain reasonable procedures to prevent such fraud and will co-operate with any reasonable request from the other Party for information about those procedures.

32.3 Modern slavery. The Supplier will: (a) comply with the Modern Slavery Act 2015; (b) not use, or allow any subcontractor to use, forced, bonded or compulsory labour or human trafficking; (c) take reasonable steps to ensure that there is no slavery or human trafficking in its supply chains; and (d) where it is required by section 54 of that Act to publish a slavery and human trafficking statement, publish it and give the Client a copy on request.

32.4 Other compliance. Each Party will comply with the Equality Act 2010, health and safety law,

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sanctions and export control law and the Criminal Finances Act 2017 to the extent that they apply to the performance of this Agreement.

32.5 Breach. A breach of this clause 32 is a material breach that cannot be remedied for the purposes of clause 28.2(a).

33. Dispute resolution

33.1 Escalation. If a dispute arises under or in connection with this Agreement (a "Dispute"), either Party may give the other written notice of it. The Parties' representatives will meet within 10 Business Days after the notice to try to resolve the Dispute in good faith. If they cannot resolve it within 10 Business Days of meeting, the Dispute will be referred to [Client's senior person for escalation: _____] of the Client and [Supplier's senior person for escalation: _____] of the Supplier, who will meet within a further 10 Business Days to try to resolve it.

33.2 Mediation. If the Dispute is not resolved under clause 33.1, the Parties will try to settle it by mediation under the model mediation procedure of [Mediation provider: _____]. Either Party may start the mediation by written notice to the other. The mediation will take place in [Place of mediation: _____], and each Party will bear its own costs of it and half of the mediator's fees.

33.3 Final resolution. If the Dispute is not resolved within 30 days after the mediator is appointed, or if either Party refuses to take part in the mediation, the Dispute will be finally resolved [Final forum for disputes: _____].

33.4 Arbitration option. Where clause 33.3 provides for arbitration, this clause 33 is an arbitration agreement in writing, the seat of the arbitration is [Seat of any arbitration: _____], the tribunal consists of one arbitrator, the language is English, and the law that applies to this arbitration agreement is the law of [Law of the arbitration agreement: _____].

33.5 Construction operations. If any of the Services are construction operations, or architectural, design or surveying work in relation to construction operations, within the meaning of the Housing Grants, Construction and Regeneration Act 1996, either Party may refer a dispute to adjudication at any time under a procedure that complies with section 108 of that Act. Clauses 33.1 to 33.3 do not limit that right, and an adjudicator's decision binds the Parties until the dispute is finally determined under clause 33.3 or by agreement.

33.6 Urgent relief. Nothing in this clause 33 prevents a Party from seeking an injunction, interdict or other urgent interim relief from a court at any time.

33.7 Performance during a Dispute. The Parties will continue to perform their obligations under this Agreement while a Dispute is being resolved, subject to the Supplier's right of suspension in clause 14.5.

34. Notices

34.1 Form. A notice under this Agreement must be in writing and delivered by hand, sent by pre-paid first-class post or recorded delivery, or sent by email, to the address below (or another address a Party notifies under this clause):

(a) Client: [Client's address and email for notices: _____]; and

(b) Supplier: [Supplier's address and email for notices: _____].

34.2 Deemed receipt. A notice is treated as received: (a) if delivered by hand, when it is left at the

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address; (b) if sent by first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; and (c) if sent by email, at the time of transmission or, if that time is outside 9.00 am to 5.00 pm on a Business Day, at 9.00 am on the next Business Day.

34.3 Notices of breach and termination. A notice of breach, termination or a Dispute sent by email must also be sent by hand or post within 2 Business Days, but its deemed receipt is still determined by the email.

34.4 Legal proceedings. This clause does not apply to the service of proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

35. Assignment and receivables

35.1 Assignment of the Agreement. Neither Party may assign, transfer, novate, mortgage, charge or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld or delayed.

35.2 Receivables. Clause 35.1 does not restrict the Supplier's right to assign the right to be paid any amount under this Agreement, for example to a factor or invoice discounter, to the extent that the Business Contract Terms (Assignment of Receivables) Regulations 2018 make such a restriction ineffective. The Supplier will tell the Client in writing of any such assignment and of the new payment details, and the Client may pay the assignee from the date it receives that notice.

35.3 Group transfers. The Client may assign this Agreement to a member of its group of companies on written notice to the Supplier, as long as the assignee is able to meet the Client's payment obligations.

36. Third-party rights

36.1 England, Wales and Northern Ireland. A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

36.2 Scotland. Nothing in this Agreement contains an undertaking that a Party will do, or not do, something for the benefit of a person who is not a Party that the Parties intend to be enforceable by that person under the Contract (Third Party Rights) (Scotland) Act 2017.

36.3 Variation without consent. The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.

37. Entire agreement and non-reliance

37.1 Entire agreement. This Agreement, including its Schedules and each Statement of Work, is the entire agreement between the Parties and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

37.2 Non-reliance. Each Party acknowledges that, in entering into this Agreement, it does not rely on, and will have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

37.3 Fraud. Nothing in this clause 37 limits or excludes any liability for fraud or fraudulent misrepresentation.

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38. Variation, waiver, severability, no partnership and costs

38.1 Variation. No variation of this Agreement is effective unless it is in writing and signed by or on behalf of each Party. A Change agreed under clause 9 is a valid variation of the relevant Statement of Work.

38.2 Waiver. A failure or delay by a Party to exercise any right or remedy under this Agreement or by law is not a waiver of that or any other right or remedy, and does not prevent or restrict its further exercise. A waiver is effective only if it is in writing.

38.3 Rights and remedies. Except as this Agreement provides otherwise, the rights and remedies under it are in addition to, and not exclusive of, any rights or remedies provided by law.

38.4 Severability. If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it is treated as modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the provision is treated as deleted. A modification or deletion under this clause does not affect the validity and enforceability of the rest of this Agreement.

38.5 No partnership or agency. Nothing in this Agreement creates a partnership or joint venture between the Parties, or makes either Party the agent of the other. Neither Party has authority to act in the name of, or to bind, the other Party.

38.6 Further assurance. Each Party will, at the request of the other, sign the documents and do the things reasonably needed to give full effect to this Agreement.

38.7 Costs. Each Party will pay its own costs and expenses in connection with the negotiation, preparation and signature of this Agreement.

39. Counterparts and electronic signature

39.1 Counterparts. This Agreement may be signed in any number of counterparts, each of which is an original when signed, and all the counterparts together form one agreement.

39.2 Electronic signature. Each Party agrees that this Agreement, each Statement of Work and each Change Request may be signed by electronic signature (including by typing a name, using a scanned signature or using an electronic signature platform), and that an electronic signature has the same effect as a handwritten signature.

39.3 Electronic exchange. Transmission of a signed counterpart by email in PDF form, or through an electronic signature platform, is an effective way of delivering it.

39.4 Assignment and waiver documents. The Parties intend the electronic signature of the Supplier to be a signature in writing for the purposes of the assignment of copyright in clause 20.2 and of any waiver of moral rights under clause 20.4.

40. Governing law and jurisdiction

40.1 Governing law. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, are governed by the law of **[Governing law: _____]**.

40.2 Jurisdiction. Subject to clause 33, each Party irrevocably agrees that the courts of **[Courts with jurisdiction: _____]** have 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.

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40.3 Time limits. The Parties acknowledge that claims under this Agreement are subject to the limitation or prescription periods of the governing law chosen in clause 40.1. Where this Agreement is executed as a deed under the execution wording below, the longer limitation period that applies to a deed under that law will apply to claims under it.

This Agreement has been entered into on the date stated at the beginning of it. Each Party signs in the way shown below. **Delete the deed wording if the Parties sign under hand.** If the Parties choose to execute this Agreement as a deed, it is delivered as a deed on the Effective Date.

Signed for and on behalf of [Client's full legal name: _____] by a person authorised to sign:
Signature:
Name: [Name of the client's signatory: _____]
Position: [Position of the client's signatory: _____]
Date:

Signed for and on behalf of [Supplier's full legal name: _____] by a person authorised to sign:
Signature:
Name: [Name of the supplier's signatory: _____]
Position: [Position of the supplier's signatory: _____]
Date:

Deed option for a company (England and Wales or Northern Ireland). Executed as a deed by the company named below, acting by two authorised signatories (two directors, or a director and the company secretary), or by one director in the presence of a witness who attests the signature:

Company: [Supplier's full legal name: _____]
Director signature:
Name of director:
Second director or secretary signature (or witness section below):
Name of second signatory:
Witness signature:
Witness name:
Witness address:
Witness occupation:

Company: [Client's full legal name: _____]
Director signature:
Name of director:
Second director or secretary signature (or witness section below):
Name of second signatory:
Witness signature:
Witness name:
Witness address:
Witness occupation:

41. Schedule 1: Statement of work

SCHEDULE 1: STATEMENT OF WORK NO. [Statement of Work number: _____]

This Statement of Work is entered into under, and is governed by, the Service Agreement between

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[Client's full legal name: _____] and [Supplier's full legal name: _____] dated [Date of the agreement: _____].

S1.1 Project name: [Project name: _____]

S1.2 Description of the Services: [Description of the services: _____]

S1.3 Deliverables, formats and due dates: [Deliverables, formats and due dates: _____]

S1.4 Excluded from the Services: [Work not included: _____]

S1.5 Location of the Services: [Where the services are performed: _____]

S1.6 Start date, milestones and completion date: [Start date, milestones and completion date: _____]

S1.7 Acceptance Criteria and tests: [Acceptance criteria and tests: _____]

S1.8 Service Levels and Service Credits (if any): [Service levels and service credits: _____]

S1.9 Key Personnel: [Key personnel: _____]

S1.10 Client Dependencies: [Client dependencies: _____]

S1.11 Client representative: [Client representative: _____]

S1.12 Supplier representative: [Supplier representative: _____]

S1.13 Approved subcontractors: [Approved subcontractors: _____]

S1.14 Supplier Background IP expected to be used: [Supplier background IP to be used: _____]

S1.15 Will the Supplier process personal data for the Client? [Will the supplier process personal data for the client?: _____]. If yes, Schedule 4 applies to this Statement of Work.

S1.16 Special terms that override the Agreement (clause numbers stated): [Special terms that override the Agreement: _____]

Signed for the Client: Signature, name, position and date:
Signed for the Supplier: Signature, name, position and date:

42. Schedule 2: Charges and payment

SCHEDULE 2: CHARGES AND PAYMENT

S2.1 Pricing method: [Pricing method: _____]

S2.2 Fixed price or estimate for the Statement of Work: [Fixed price or estimate: _____] (exclusive of VAT)

S2.3 Day rates and hourly rates by role: [Day and hourly rates by role: _____]

S2.4 Milestone payments:
Milestone 1: [Milestone 1: _____], amount [Milestone 1 amount: _____]
Milestone 2: [Milestone 2: _____], amount [Milestone 2 amount: _____]
Milestone 3: [Milestone 3: _____], amount [Milestone 3 amount: _____]

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S2.5 Reimbursable expenses: [Reimbursable expenses: _____]

S2.6 Payment terms: within [Payment period in days after invoice: _____] days after the Client receives a valid invoice, as set out in clause 12.4.

S2.7 Supplier's bank account for payments: [Supplier's bank account: _____]

S2.8 Invoice requirements. Each invoice must contain the details listed in clause 12.3 and quote the Statement of Work number and any purchase order number. The Client may return an invoice that does not, stating what is missing, within 5 Business Days after receiving it.

S2.9 Late payment. Clause 14 applies. Statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 run from the day after the due date.

43. Schedule 3: Change request form

SCHEDULE 3: CHANGE REQUEST FORM

Change Request number:Statement of Work number:Requested by (Party and name):Date of request:

1. Description of the Change requested:

2. Reason for the Change:

3. Effect on the Services and Deliverables (Supplier to complete):

4. Effect on the timetable and milestones (Supplier to complete):

5. Effect on the Charges (Supplier to complete), with a breakdown of any extra cost or saving:

6. Effect on Service Levels, Key Personnel, data processing or other terms:

7. Date by which the Change must be agreed for the quoted terms to apply:

Approval. This Change Request is agreed and forms part of the Statement of Work named above when signed by both Parties under clause 9.3.

Signed for the Client: Signature, name, position and date:
Signed for the Supplier: Signature, name, position and date:

44. Schedule 4: Data processing particulars

SCHEDULE 4: DATA PROCESSING PARTICULARS

This Schedule applies to each Statement of Work under which the Supplier processes personal data on behalf of the Client, and forms part of the contract required by Article 28(3) of the UK GDPR.

S4.1 Subject matter of the processing: [Subject matter of the processing: _____]

S4.2 Duration of the processing: for the term of the relevant Statement of Work and until the personal data is deleted or returned under clause 19.3(h).

S4.3 Nature and purpose of the processing: [Nature and purpose of the processing: _____]

S4.4 Type of personal data: [Types of personal data: _____]

S4.5 Special category or criminal offence data (if any): [Special category or criminal offence data:

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_____]

S4.6 Categories of data subjects: [Categories of data subjects: _____]

S4.7 Documented instructions of the Client: the Supplier will process the personal data only to perform the Services described in the Statement of Work and in accordance with any further written instructions given by the Client's representative.

S4.8 Approved sub-processors and their locations: [Approved sub-processors and locations: _____]

S4.9 Locations where the personal data will be processed or stored: [Where the data is processed or stored: _____]

S4.10 Minimum technical and organisational security measures: [Minimum security measures: _____]

S4.11 Retention and return or deletion at the end of the Services: [Retention and return or deletion: _____]

S4.12 Contact details for personal data breach notifications: [Contact for data breach notifications: _____]

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