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IT CONSULTANCY AGREEMENT

**THIS AGREEMENT** is made the  
**BETWEEN:**

- (1) <<Name of Service Provider>> incorporated in <<Country of Registration>> under number <<Company Registration Number>> [of] <<insert Address>> ("the Service Provider")
- (2) <<Name of Sub-Contractor>> incorporated in <<Country of Registration>> under number <<Company Registration Number>> [of] <<insert Address>> ("the Sub-Contractor")

**WHEREAS:**

- (1) The Service Provider provides IT support services to the Client, has reasonable skill, knowledge, qualifications and experience in the field of IT support services and has been engaged by the Client to provide such IT support services pursuant to a contract dated <<insert date>> (the "Main Contract") which is attached as Schedule 1.
- (2) The Sub-Contractor has relevant qualifications and experience as a consultant in the field of IT support services and wishes to offer its services to the Client as a consultant subcontractor to the Service Provider.
- (3) In reliance upon such skill, knowledge, qualifications and experience, the Service Provider wishes to engage the Sub-Contractor as a consultant subcontractor to provide certain parts of the IT support services to the Client on its behalf as described herein.
- (4) The Sub-Contractor wishes to provide the IT support services to the Client subject to, and in accordance with, the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the meanings set out below:

**"Business Day"**

any day other than Saturday or Sunday) on which the Client's offices are open for their full range of business hours at <<insert location>>;

**"Client"**

the Service Provider's client under the Main Contract, named <<insert name of Client>> [a company incorporated in <<insert country of registration>> under registration number <<insert registration number>> whose registered office is at] OR [of] <<insert address>>;

**"Commencement Date"**

the date on which this Agreement shall come into effect, and subject to, Clause 2;

**"Confidential Information"**

information of either Party, information which is disclosed by one Party to the other Party pursuant to this Agreement (whether orally or in writing or by any other medium, and whether the disclosure is expressly stated to be confidential or not as such);

**“Consultant”**

**“Data Protection Legislation”**

**“Equipment”**

**“Software”**

**“Sub-Contractor’s Fees”**

**“Sub-Contracted Services”**

**“Support Services”**

1.2 Unless the context of

1.2.1 “writing”, and  
communication or  
similar means

1.2.2 a statute or  
provision as

1.2.3 “this Agreement”  
Schedules and

1.2.4 a Schedule in

1.2.5 a Clause or  
(other than  
and

1.2.6 a “Party” or

1.3 The headings used

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al, either self-employed or  
Sub-Contractor [or any company]  
knowledge, and experience who is  
engaged by the Sub-Contractor to  
Contracted Services;

the legislation in force from time to  
Kingdom applicable to data  
protection including, but not limited to,  
the retained EU law version of the  
General Data Protection Regulation ((EU) 2016/679),  
the law of England and Wales,  
the law of Northern Ireland by virtue of section 3  
of the European Union (Withdrawal) Act 2018); the  
Data Protection Act 2018 (and regulations made  
under the Privacy and Electronic  
Communications Regulations 2003 as amended;

IT equipment in relation to which  
the Client is to provide the Sub-Contracted  
Services as detailed in Schedule 3;

the software operating on the  
equipment to which the Sub-Contractor is  
engaged to provide the Sub-Contracted Services as detailed in

payable by the Service Provider to  
the Sub-Contractor in consideration of the Sub-  
Contracted Services as fully described in Schedule 5;

the Support Services to be  
provided by the Sub-Contractor; and

the services to be provided by the  
Sub-Contractor to the Client under the Main  
Contracted Services form

reference in this Agreement to:

the word “writing”, includes a reference to any  
communication in electronic or facsimile transmission or

the word “statute” is a reference to that statute or  
provision as in force at the relevant time;

the word “this Agreement” means this Agreement and each of the  
Schedules attached thereto at the relevant time;

the word “Schedule” means a Schedule to this Agreement;

the word “Clause” means a Clause of this Agreement  
or a paragraph of the relevant Schedule;

the word “Parties” means the parties to this Agreement.

the headings used are for convenience only and shall have



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the direction of the  
of the Consultants  
determine, supervise  
to supervise, direct  
on the Sub-Contract  
to do so.

the activities and working methods  
sively for the Sub-Contractor to  
the Service Provider shall not seek  
ractor or any Consultant engaged  
the Service Provider have any right

3.5 Subject to the exp  
Contract, the Sub-C  
and entitled to org  
Services are perfor  
that due account is  
of the Sub-Contract  
any other sub-contr

the Client as detailed in the Main  
sively responsible for organising,  
n what order the Sub-Contracted  
h the Service Provider to ensure  
nts and the impact of the provision  
ivities of the Service Provider and  
the Service Provider.

3.6 The Sub-Contractor  
every Consultant, fo  
of the Sub-Contract  
care and skill, and f  
Consultants as if su  
the Sub-Contractor.

quality of the work undertaken by  
onsultant performing all or any part  
mpetently and with all reasonable  
es undertaken or committed by the  
were undertaken or committed by

3.7 The Sub-Contractor  
unsatisfactory work

for the rectification of any

3.8 The Sub-Contractor  
the performance of  
the Sub-Contractor  
Contractor under th  
does not create any  
the Sub-Contractor  
services. No contin

any services available except for  
s Agreement. The engagement of  
of the appointment by the Sub-  
out the Sub-Contracted Services  
he part of the Service Provider or  
further contract, appointment or  
reby be created or implied.

#### 4. Status of the Sub-Contract

4.1 The Sub-Contractor  
contractor. The S  
contributions (includ  
where applicable)  
Contractor under or

Provider is that of an independent  
responsible for all taxes and  
income tax and national insurance,  
nts paid or payable to the Sub-  
nent.

4.2 The Sub-Contractor  
respect of any claim  
Service Provider in  
interest and penalti  
Service Provider un

demnify the Service Provider in  
the relevant authorities against the  
kes and/or contributions, including  
ontracted Services provided to the

4.3 The Sub-Contractor  
applicable, VAT.

for all of its expenses and, where

#### 5. Sub-Contractor's Obligat

5.1 The Sub-Contractor  
Contracted Service  
material respects.

ndeavours to ensure that the Sub-  
ordance with Schedule 2 in all

5.2 The Sub-Contractor  
provided by all Cons

the Sub-Contracted Services are  
skill and care.

5.3 The Sub-Contractor  
agreed from time

deavours to ensure that deadlines  
with those agreed between the

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Service Provider and the Client shall be of the essence of this Agreement.

5.4 The Sub-Contractor shall endeavour to act, and to ensure that every Consultant complies with all reasonable instructions given to the Sub-Contractor by the Service Provider provided such instructions are compatible with the Contracted Services as set out in Schedule 2.

5.5 The Sub-Contractor shall ensure for ensuring that it and all Consultants comply with the provisions, byelaws, standards, codes of conduct and any other applicable provisions of the Sub-Contracted Services.

5.6 [The Sub-Contractor shall endeavour to comply with, and to ensure that all Consultants comply with any and all end user licence agreements which may be applicable to the Sub-Contracted Services.]

5.7 [The Sub-Contractor shall endeavour to accommodate any reasonable changes to the Sub-Contracted Services that may be required as a result of a request by the Client for the Service Provider to change the Support Services, subject to the Client's reasonable changes to the Sub-Contractor's Fees therefor.]

## 6. Service Provider's Obligations

6.1 The Service Provider shall ensure that the Client shall (as appropriate):

6.1.1 Allow each Consultant to use the Equipment and all relevant Software as may be necessary to enable the Sub-Contractor to provide the Sub-Contracted Services;

6.1.2 Provide adequate facilities for each Consultant (and Consultants and employees of the Sub-Contractor); and

6.1.3 Cooperate with the Sub-Contractor upon the Sub-Contractor's request for repair of any defect or malfunction in the Equipment or Software.

6.2 The Service Provider shall ensure that the Client allows each Consultant the use of any Equipment and Software as may be necessary to enable the Sub-Contractor to provide the Sub-Contracted Services.

6.3 The Service Provider shall ensure that the Client makes freely available to the Sub-Contractor for the provision of the Sub-Contracted Services:

6.3.1 any and all data and information stored with the Software;

6.3.2 any and all data and information stored with the Equipment;

6.3.3 original Software;

6.3.4 current data and information;

6.3.5 <<insert additional information>>.

6.4 The Service Provider shall ensure that the Client shall (as appropriate) provide the Sub-Contractor with pertinent information to the Sub-Contractor's provision of the Sub-Contracted Services and shall endeavour to ensure the

- accuracy and comp
- 6.5 The Service Provider shall, from time to time, issue to the Sub-Contractor the scope of the Support Services set out in Schedule 2.
- 6.6 In the event that the Service Provider or any other form of communication from the Client in order to continue providing the Support Services (or any part thereof), the Service Provider shall use reasonable endeavours to ensure that the Client uses, as appropriate, reasonable and safety rules and
- 6.7 The Service Provider shall ensure that the Client uses, as appropriate, reasonable and safety rules and
- 7. Provision of Equipment**
- [7.1] The Service Provider shall provide the following equipment:
- <<insert equipment>>
- <<insert equipment>>
- <<add further equipment>>
- AND/OR**
- [7.2] The Sub-Contractor shall provide the provision of its own equipment which shall include:
- <<insert equipment>>
- <<insert equipment>>
- <<add further equipment>>
- 8 Insurance**
- 8.1 The Service Provider shall provide the Support Services with a minimum limit of indemnity of £<<insert amount>> per occurrence. The Sub-Contractor must have in place, in relation to the Support Services, a like policy (with like terms and conditions) which shall cover the Support Services with a minimum limit of indemnity in any one occurrence.
- [8.2] The Service Provider shall provide the Support Services with a minimum limit of indemnity of £<<insert amount>> per occurrence. [Such insurance shall cover the Support Services with a minimum limit of indemnity in any one occurrence.] OR [The Sub-Contractor must have in place, in relation to the Support Services, a like policy (with like terms and conditions) which shall cover the Support Services with a minimum limit of indemnity in any one occurrence.]
- 9 Fees and Payment**
- 9.1 In consideration of the Support Services, the Service Provider shall pay the Sub-Contractor in accordance with Schedule 5 and this
- 9.2 The Sub-Contractor shall pay the Service Provider for Sub-Contractor's Fees due in accordance with Schedule 5.

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on any computer or  
indirect or consequent  
Party that arises out

any special commercial, economic,  
that may be suffered by the other  
this Agreement.

11.3 Nothing in this Clause

visions of this Agreement shall:

11.3.1 limit the liability  
misrepresentation  
personal injury

the other for fraud or fraudulent  
wilful misconduct, or for death or

11.3.2 exclude or limit  
the indemnity

Sub-Contractor under or in respect of

11.4 Subject to Clause  
connection with  
negligence), restitution  
otherwise) shall be  
Agreement.

of either Party arising out of or in  
either in contract, tort (including  
statutory duty or misrepresentation or  
um>> for the entire term of this

## 12 Confidentiality

12.1 Each Party undertakes  
authorised in writing  
continuance of this  
termination:

provided by sub-Clause 12.2 or as  
it shall, at all times during the  
[<insert period>> years] after its

12.1.1 keep confidential

information;

12.1.2 not disclose

information to any other party;

12.1.3 not use any  
contemplated

information for any purpose other than as  
terms of this Agreement;

12.1.4 not make any  
any Confidential

in any way or part with possession of

12.1.5 ensure that  
contractors or  
be a breach

officers, employees, agents, sub-  
contractors, which, if done by that Party, would  
be a breach of Clauses 12.1.1 to 12.1.4 above.

12.2 Either Party may:

12.2.1 disclose any

information to:

12.2.1.1 any

supplier of that Party;

12.2.1.2 any

government authority or regulatory body; or

12.2.1.3 any  
affiliated

entity of that Party or of any of the  
parties or bodies;

to such extent  
this Agreement  
(Services), or  
inform the  
Information  
such body or  
such body)  
confidentiality  
should be a  
keep the Confidential  
purposes for

for the purposes contemplated by  
limited to, the provision of the  
in each case that Party shall first  
in question that the Confidential  
information is to any  
2 or any employee or officer of any  
entity to the other Party a written  
party in question. Such undertaking  
in the terms of this Clause 12, to  
confidential and to use it only for the  
made; and

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continue in force in accordance with  
of this Agreement for any reason.

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...[with the written consent of the other Party] for a period of <<insert period>> after its termination of the services of any person who, at the time of his or her hiring or was employed or otherwise associated with the Party.

...[with the written consent of the other Party] for a period of <<insert period>> after its termination from the other Party any customer information or agreement would cause damage to the other Party.

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liable for any failure or delay in  
re or delay results from any cause  
that Party ("Force Majeure"). Such  
limited to: power failure, internet  
civil unrest, fire, flood, storms,  
governmental action, or any other  
that is beyond the control of the

ent cannot perform its obligations  
r a continuous period of <<insert  
tion terminate this Agreement by  
the event of such termination, the  
ole payment for all work completed  
t shall take into account any prior  
liance on the performance of this

the Commencement Date (subject to the provisions in force from that date until the provisions hereunder, subject to the

For any reason, this Agreement shall terminate without any further action required by the Parties.

6.

by giving to the other not less than  
to expire on or at any time after

his Agreement by giving written

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|------|--|
| 15.5 | For the purposes of the right of remedy if the Parties respects.                             |
| 15.6 | The rights to term shall not prejudice any other rights of the Parties concerned (if any) of |

## 16

Upon the termination of this

- 16.1 any sum owing by the Party in breach of the Agreement shall be payable by the Party in breach of the Agreement.
- 16.2 all Clauses which, by their nature, shall survive the expiry or termination of the Agreement shall survive the expiry or termination of the Agreement.
- 16.3 termination shall not constitute an admission of liability on the part of the Party in breach of the Agreement, and the Party in breach of the Agreement shall not be liable for termination or any damages, including but not limited to, lost profits, which may have in respect of the Agreement, in whole or in part, before the date of termination of the Agreement.
- 16.4 subject as provided in Clause 16.3, the Party in breach of the Agreement shall not be liable for termination or any damages, including but not limited to, lost profits, which may have in respect of the Agreement, in whole or in part, before the date of termination of the Agreement.

16.5 each Party shall (e  
cease to use, either  
shall immediately re  
control which conta

ferred to in Clause 12) immediately  
any Confidential Information, and  
any documents in its possession or  
Confidential Information.

## 17 Data Protection

17.1 All personal data that is held in accordance with the rights of the other Data Protection Legislation

will be collected, processed, and stored in accordance with the Data Protection Legislation and will not be disclosed to any third party under the

17.2 For complete details regarding the retention of personal information, the Contractor shall specify in which personal data processing activities the rights of the other party shall be exercised, and the respective Privacy Policy of the Contractor at <<insert location>>

ection, processing, storage, and not limited to, the purpose(s) for or bases for using it, details of the nt or other third party and how to where applicable), please refer to Party [available from the Sub-able from the Service Provider at

## 18 [Data Processing

18.1 In this Clause 18 a “data controller”, “data processor” and “personal data” shall have the meaning defined in

personal data”, “data subject”, “data  
al data breach” shall have the  
R.

18.2 [All personal data to be subject to this Agreement and a Data Processing Agreement, if personal data is processed]

Party on behalf of the other Party  
ed in accordance with the terms of  
he Parties shall enter before any

**OR**

18.2 [Both Parties shall  
out in the Data Pro  
provisions of this A  
out in the Data Pro  
those obligations.

the data protection requirements set forth in this Clause 18 nor any other obligations set forth in this Agreement. Neither Party of any obligations set forth in this Agreement shall not remove or replace any of

18.3 For the purposes of this Agreement, the [Sub-Contract]

isolation and for this Clause 18 and the Provider] is the “Data Controller” and the “Data Processor”.

18.4 The type(s) of personal data processed, the purposes for which the data is processed, and the retention period of the data in relation to this Agreement.

the, nature and purpose of the  
ing shall be set out in Schedule 7

18.5 The Data Controller and notices require Processor for the p

is in place all necessary consents  
transfer of personal data to the Data  
Schedule 7 to this Agreement.

## 18.6 The Data Processor

any personal data processed by it in  
ations under this Agreement:

18.6.1 Process the Controller upon request of such person to the Data Controller by law;

the written instructions of the Data Processor is otherwise required to process the Data, the Data Processor shall promptly notify the Data Controller unless prohibited from doing so.

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18.6.2 Ensure that appropriate technical and organisational measures (as determined by the Data Controller) to protect the personal data from unlawful processing, accidental loss, damage or destruction, and from disclosure in an unauthorised manner, shall be proportionate to the potential harm from the processing of the personal data, taking into account the current state of the art, the cost of implementing the measures and the nature and scope of the processing. Those measures shall be agreed between the Data Controller and the Data Processor and set out in Schedule 7 to this Agreement.

18.6.3 Ensure that the Data Processor and any sub-processors to whom it discloses the personal data (whether or not they are acting as Data Processors) are contractually obliged to keep the personal data confidential and to comply with the obligations of confidentiality set out in Clause 18.2.

18.6.4 Not transfer the personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

18.6.4.1 The Data Processor or the Data Processor has/have implemented appropriate safeguards for the transfer of personal data;

18.6.4.2 The Data Processor or the Data Processor has/have enforceable rights and obligations which are enforceable in law;

18.6.4.3 The Data Processor or the Data Processor has/have implemented appropriate safeguards for the transfer of personal data, providing an adequate level of protection of the personal data so transferred; and

18.6.4.4 The Data Processor or the Data Processor has/have implemented appropriate safeguards for the transfer of personal data, providing an adequate level of protection of the personal data, and the Data Controller has given its prior written consent to the transfer of the personal data.

18.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to data subject rights, impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

18.6.6 Notify the Data Controller of any breach of the personal data without undue delay of a personal data breach;

18.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to which the Data Controller is not entitled under this Agreement unless it is required to retain the personal data by law; and

18.6.8 Maintain complete and accurate records of all processing activities and the measures implemented necessary to ensure compliance with Clause 18 and to allow for audits by the Data Controller or any other person designated by the Data Controller.

18.7 [The Data Processor shall comply with any of its obligations with respect to the processing of the personal data set out in Clause 18.]

OR

18.7 [The Data Processor shall not transfer any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 18 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld) and the Data Processor appoints a

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sub-processor, the

18.7.1 Enter into a  
impose upon  
upon the Data  
the Data P  
obligations;

on the sub-processor, which shall  
same obligations as are imposed  
use 18 and which shall permit both  
Data Controller to enforce those

18.7.2 Ensure that  
that agreem

lies fully with its obligations under  
on Legislation.]

18.8 Either Party may, a  
days'>> notice, a  
replacing them with  
that form part of a  
when replaced by a

st <<insert period, e.g. 30 calendar  
n provisions of this Agreement,  
rocessing clauses or similar terms  
scheme. Such terms shall apply  
ment.]

## 19 No Waiver

No failure or delay by either  
shall be deemed to be a wa  
of any provision of this Agr  
breach of the same or any

of its rights under this Agreement  
waiver by either Party of a breach  
to be a waiver of any subsequent

## 20 Further Assurance

Each Party shall execute  
may be necessary to carry

deeds, documents and things as  
reement into full force and effect.

## 21 Costs

Subject to any provisions  
own costs of and incident  
into effect of this Agreement

ty to this Agreement shall pay its  
eparation, execution and carrying

## 22 Assignment and Sub-Con

22.1 [Subject to sub-Cl  
Neither Party may  
charge) or sub-lice  
sub-contract or othe  
written consent of  
withheld.

reement is personal to the Parties.  
arge (otherwise than by floating  
te any of its rights hereunder, or  
s obligations hereunder without the  
consent not to be unreasonably

22.2 [Subject to Clause  
one or more Consu  
entitled to perform a  
or through any one  
Any act or omission  
Agreement, be dee

performing of its obligations though  
s of the Sub-Contractor, it shall be  
ugh any other member of its group  
or other independent Consultants.  
nt shall, for the purposes of this  
sion of the Sub-Contractor.

## 23 Time

[The Parties agree that all  
the essence of this Agree  
referred to in this Agree  
Agreement and may be va

d to in this Agreement shall be of  
s agree that the times and dates  
and are not of the essence of this  
t between the Parties.]

## 24 Relationship of the Partie

Nothing in this Agreement  
partnership, joint venture,  
Parties, or any employe

ned to constitute or give rise to a  
yment relationships between the  
any Consultant and the Service

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- Provider, or any other fiduciary, shall not be bound by any provision of this Agreement, except as expressly provided for in the Agreement.
- 25 Third Party Rights**
- 25.1 No one other than the Parties, their transferees, successors or assigns, shall have any right or interest in the Contracts (Rights of Third Parties) Act 1999. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 25.2 Subject to this Clause, the Agreement shall continue and be binding on the transferee, successors and assigns of the Party as required.
- 26 Notices**
- 26.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the authorised officer of the Party giving the notice.
- 26.2 Notices shall be delivered by one of the following methods:
- 26.2.1 when delivered by hand to the recipient or by registered mail;
- 26.2.2 when sent, in the case of e-mail, by a return receipt is generated; or
- 26.2.3 on the fifth business day after the date of mailing, if mailed by national or international registered mail.
- In each case notice shall be deemed to have been given to the most recent address or e-mail address notified to the Party.
- 27 Entire Agreement**
- 27.1 [Subject to Clause 27.2] This Agreement contains the entire agreement between the Parties in relation to the subject matter and supersedes any prior agreement between the Parties. The Parties acknowledge they have entered into this agreement.
- 27.2 This Agreement may be signed by the duly authorised representatives of the Parties. No Consultant or representative of the Sub-Contractor shall be deemed to have authorised for this purpose unless the Consultant or Sub-Contractor expressly authorises that in writing. The Consultant or Sub-Contractor shall be deemed to have authorised the Consultant or Sub-Contractor referring to this Sub-Contractor.
- 27.3 Each Party acknowledges that it is entering into this Agreement, it does not rely on any representation or warranty made by the other Party except as expressly provided in this Agreement. The Parties shall be bound by the terms, conditions, warranties or other terms provided in the fullest extent permitted by law.
- 28 Counterparts**
- This Agreement may be executed in any number of counterparts and by the Parties to it on separate occasions. Each counterpart when so executed and delivered shall be an original, but all counterparts together shall constitute one and the same instrument.
- 29 Severance**
- The Parties agree that, if any provision of this Agreement is found to be invalid or unenforceable, that / those provisions shall be severed from the Agreement and the remaining provisions shall remain in full force and effect.

provision(s) shall be deemed to be the remainder of this Agreement.

remainder of this Agreement. The remainder of this Agreement shall be deemed to be the remainder of this Agreement. The remainder of this Agreement shall be deemed to be the remainder of this Agreement.

### 30 Dispute Resolution

30.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through their appointed representatives who have the authority to bind the Parties.

dispute arising out of or relating to this Agreement through their appointed representatives who have the authority to bind the Parties.

30.2 If negotiations under paragraph 30.1 do not resolve the matter within <<insert period>> days, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution (ADR) procedure.

If negotiations under paragraph 30.1 do not resolve the matter within <<insert period>> days, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution (ADR) procedure.

30.3 If the ADR procedure under paragraph 30.2 does not resolve the matter within <<insert period>> days, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

If the ADR procedure under paragraph 30.2 does not resolve the matter within <<insert period>> days, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

30.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of rules, the Rules for Arbitration of the International Chamber of Commerce (ICC) may, upon giving written notice to the other Party, be applied by the Deputy President of the London Court of International Arbitration (LCIA) for the appointment of arbitrators and for any decision on rules of procedure.

The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of rules, the Rules for Arbitration of the International Chamber of Commerce (ICC) may, upon giving written notice to the other Party, be applied by the Deputy President of the London Court of International Arbitration (LCIA) for the appointment of arbitrators and for any decision on rules of procedure.

30.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an interim injunction or other relief.

Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an interim injunction or other relief.

30.6 The Parties hereby agree that the award and outcome of the final method of dispute resolution under this Clause shall be final and binding on both Parties.

The Parties hereby agree that the award and outcome of the final method of dispute resolution under this Clause shall be final and binding on both Parties.

### 31 Law and Jurisdiction

31.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

31.2 Subject to the provisions of paragraph 31.1, any dispute, controversy, proceedings or claim between the Parties arising out of or relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

Subject to the provisions of paragraph 31.1, any dispute, controversy, proceedings or claim between the Parties arising out of or relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the Supplier  
<<Name and Title of person signing for Supplier>>  
[Director]

<<Name and Title of person signing for Supplier>>

\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_



SIGNED for and on behalf of the S  
<<Name and Title of person signing>>  
Director

\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_

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## The Main Contract

<<Attach a complete copy of the M

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M  
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### **The Sub-Contracted Services**

<<Insert a detailed specification of the services to be provided by the Sub-Contractor>>

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## Equipment

<<Insert details of the Client's (rele

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## Software

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**Sub-Contractor's Fees**

<<Insert full details of fees and pay

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## Insurance

<<Insert evidence of insurance ref. [2]>>]

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Pursuant to Clause 18.4, the following details of the nature and purpose of the process

of personal data, the scope, nature and purpose of the processing:

<<Insert full details>>]

[Pursuant to Clause 18.6.2, the following details of the technical and organisational measures agreed:

cal and organisational measures

<<Insert full details>>]]

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