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IT SERVICES 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") **OR**
- (2) <<Name of Sub-Contractor>> ("the Sub-Contractor")

WHEREAS:

- (A) The Service Provider provides IT support services to the Client. The Service Provider 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 under a contract dated <<insert date>> (the "Main Contract") which is attached as Schedule 1.
- (B) The Sub-Contractor has relevant qualifications and experience in the field of IT support services and offers their services to the Service Provider as a sub-contractor of the Service Provider in relation to its obligations under the Main Contract.
- (C) In reliance upon such skill, knowledge, qualifications and experience, the Service Provider wishes to engage the Sub-Contractor to provide certain parts of the IT support services to the Client as a sub-contractor under the Main Contract as described herein.
- (D) The Sub-Contractor wishes to provide IT support services to the Client subject to, and in accordance with, the terms and conditions of management and shall provide the IT support services to the Client as a sub-contractor of the Service Provider as described herein and in accordance with the conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, the following expressions have the following meanings:

"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, <<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 is made as set out in Schedule 1 to this Agreement;

"Confidential Information"

information disclosed by either Party, information which is confidential to either Party by the other Party pursuant to a confidentiality agreement with this Agreement (whether written or oral, in any other medium, and whether the confidentiality is expressly stated to be in writing or otherwise as such);

“Data Protection Legislation”

[“Equipment”

[“Intellectual Property Rights”

[“Software”

“Sub-Contractor’s Fees”

“Sub-Contracted Services”

“Support Services”

“Worker”

1.2 Unless the context of

1.2.1 “writing”, and
communicat

1.2.2 a statute or
provision as

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the legislation in force from time to time in the United 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 it); the Privacy and Electronic Communications Regulations 2003 as amended;

IT equipment in relation to which the Sub-Contractor is to provide any or all of the Sub-Contracted Services, as detailed in Schedule 3;]

any intellectual property rights, including but not limited to, patents, rights to inventions, copyright and related rights, rights in designs, database rights, topography, rights in confidential information (including know-how and trade secrets) in each case whether registered or unregistered, and including all renewals or extensions of, such

software operating on the hardware to which the Sub-Contractor is to provide any or all of the Sub-Contracted Services, as detailed in Schedule 4;]

payable by the Service Provider to the Sub-Contractor in consideration of the Sub-Contracted Services, as fully described in Schedule 3;

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

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

either self-employed or employed by the Sub-Contractor, with suitable skill, knowledge and experience who is nominated and engaged by the Sub-Contractor to carry out any or all of the Sub-Contracted Services on the Sub-Contractor’s behalf.

reference in this Agreement to:

the word “transmission”, includes a reference to any transmission;

there is a reference to that statute or regulation in force at the relevant time;

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1.2.3 "this Agreement" shall mean this Agreement and each of the Schedules attached hereto at the relevant time;

1.2.4 a Schedule means a Schedule attached to this Agreement;

1.2.5 a Clause or Paragraph means a Clause or Paragraph of this Agreement (other than a Clause or Paragraph of the relevant Schedule); and

1.2.6 a "Party" or "Parties" means the Parties to this Agreement.

1.3 The headings used herein are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. Commencement Date

2.1 Subject to sub-Clause 2.2, this Agreement shall come into effect on the Commencement Date.

2.2 In the event that this Agreement does not come into effect by the Commencement Date, it shall come into effect only on and from the date on which the Service Provider receives written notice from the Service Provider that the Main Contract has come into effect.

2.3 The Service Provider shall confirm in writing to the Sub-Contractor immediately in writing when the Main Contract comes into effect if it is not already in effect on the Commencement Date.

3. Engagement of the Sub-Contractor

3.1 The Service Provider shall engage the Sub-Contractor to provide the Sub-Contracted Services in accordance with the terms and conditions of this Agreement.

3.2 The appointment of the Sub-Contractor shall be exclusive, that is to say, the Sub-Contractor or other person engaged by the Service Provider and client shall not provide the Sub-Contracted Services or employ any other person to provide similar to the Sub-Contracted Services by the Sub-Contractor or any other sub-contractor or employee of the Sub-Contractor. The Service Provider does not adversely affect the Sub-Contracted Services fully and

3.3 The Sub-Contractor shall, at its discretion, at its own expense, and on one or more occasions) to provide the Sub-Contracted Services. The Sub-Contractor may engage any Worker(s) in addition to the Sub-Contractor [or addition(s)] in any case, provided that the Worker has the requisite skill, knowledge and experience. The Sub-Contractor shall consult with the Service Provider beforehand but whether or not the Sub-Contractor shall in a

5. Sub-Contractor's Obligations

- 5.1 The Sub-Contractor shall endeavour to ensure that the Sub-Contracted Services are provided in accordance with the material respects in accordance with Schedule 2.
- 5.2 The Sub-Contractor shall ensure that the Sub-Contracted Services are provided by it and any Worker(s) with due skill and care.
- 5.3 The Sub-Contractor shall endeavour to ensure that deadlines agreed between the Sub-Contractor and the Service Provider from time to time in accordance with the terms of the Agreement between the Service Provider and the Client are met. Time shall be of the essence of this Agreement.
- 5.4 The Sub-Contractor shall endeavour to act, and to ensure that any Worker(s) comply with, in accordance with all reasonable instructions given to the Sub-Contractor by the Service Provider provided such instructions are consistent with the terms of the Sub-Contracted Services as set out in Schedule 2.
- 5.5 The Sub-Contractor shall ensure that any Worker(s) comply with, in accordance with all reasonable regulations, byelaws, standards, codes of conduct and any other applicable laws, rules, regulations, or relevant to the provision of the Sub-Contracted Services.
- 5.6 [The Sub-Contractor shall ensure that any Worker(s) comply with, in accordance with all reasonable agreements which the Sub-Contractor is required to interact with in the provision of the Sub-Contracted Services.]
- 5.7 [The Sub-Contractor shall ensure that any Worker(s) comply with, in accordance with all reasonable guarantee and free of charge, any Intellectual Property Rights in any products or materials, any and all end user licence the Sub-Contractor in the course of the Sub-Contracted Services in any media, including computer software, reports and specifications.]
- 5.8 [The Sub-Contractor shall ensure that any Worker(s) comply with, in accordance with all reasonable changes to the Sub-Contracted Services that may be required as a result of a request by the Service Provider to change the Support Services, subject to the Service Provider agreeing any Fees that are appropriate to take proper account of such changes.]

6. Service Provider's Obligations

- 6.1 The Service Provider shall ensure that the Client shall, as appropriate:
- 6.1.1 Allow the Sub-Contractor to have access to the relevant Workers access to the relevant [Equipment] reasonably required by the Sub-Contractor in the provision of the Sub-Contracted Services;
- 6.1.2 Provide adequate facilities for the Sub-Contractor and any Worker(s), sub-contractors, consultants (or) as reasonably required by the Sub-Contractor;
- 6.1.3 Co-operate with the Sub-Contractor upon the Sub-Contractor's reasonable request in the event of any defect or malfunction in the Sub-Contracted Services;
- 6.2 The Service Provider shall ensure that the Client allows the Sub-Contractor to have access to the relevant Workers access to the relevant [Equipment] reasonably required by the Sub-Contractor in the provision of the Sub-Contracted Services;

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- and requests the decision, approval, or communication from the Client in respect of the Services (or any part thereof), the Client uses reasonable endeavours to do so in a timely manner.

- ensure that the Client uses all Contractor of all health and safety premises.

for the provision of the following

- the provision of its own equipment

in relation to the Support Services Insurance with a minimum limit of occurrence. The Sub-Contractor

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Contracted Services, a like policy limit of indemnity for any one or.

- in relation to the Support Services
personal indemnity insurance with a
>>> for any one occurrence. [Such
the extent evidenced in the policy
6] **OR** [The Sub-Contractor must
acted Services, a like policy (with
indemnity for any one occurrence)

Services, the Service Provider shall subcontract in accordance with

- Services, the Service Provider shall pay the Sub-Contractor in accordance with the terms of the Sub-Contractor's Agreement with the Service Provider for the Sub-Contractor's services, as set forth in Schedule 5.
- The Sub-Contractor's Fees due within <<insert>> days from the Sub-Contractor's invoice date shall be paid by the Service Provider under this Agreement shall be deposited in cleared funds, to such bank in the United States, which may from time to time nominate in writing.
- If payment falls due on a day that is not a Business Day, then payment shall be made on the following Business Day.
- The Sub-Contractor shall retain any other rights open to it, if the Sub-Contractor within the time period set out in the Sub-Contractor's Agreement shall pay interest on the overdue sum at a rate of _____ per annum above the base lending rate of the Federal Reserve Bank of New York. Such interest shall accrue on a daily basis until payment is made in full to the Sub-Contractor before or after judgment. The interest shall be paid together with the overdue sum.
- The Sub-Contractor shall be paid in full without any set-off, except such amount (if any) of tax that may be withheld by the Service Provider.
- The Sub-Contractor shall not set off against sums due to the Sub-Contractor from the Service Provider from the Sub-Contractor's Agreement with the Service Provider any payment to any Worker in respect of the Sub-Contractor's services, or any pocket and any other expenses incurred by the Sub-Contractor in connection with the Sub-Contracted Services, or any amount payable from the Service Provider. All such amounts shall be deemed to be covered by the Sub-Contractor's Agreement with the Service Provider.

10. Indemnity

- 10.1 The Sub-Contractor shall indemnify the Service Provider against all losses, claims, demands, costs and expenses incurred or suffered by the Service Provider which are caused in whole or in part by any negligent act or omission of or on the part of the Sub-Contractor.
- 10.2 The Service Provider shall give the Sub-Contractor notice in writing as soon as possible after it becomes aware of a dispute arising between the Service Provider and the Client in relation to the Contracted Services to which sub-Clause 10.1 applies.
- 10.3 The Sub-Contractor shall indemnify the Service Provider in full for any dispute arising between the Service Provider and the Client in relation to the Contracted Services to which sub-Clause 10.1 applies, provided that the Service Provider gives written notice to the Sub-Contractor as required under sub-Clause 10.2, where the dispute is caused in whole or in part by the authority and responsibility of the Sub-Contractor.

11. Liability

- 11.1 This Clause 11 sets out the financial liability of the Parties to each other for any loss, damage, injury, death, statement, or tortious act, including but not limited to, negligence and breach of statutory duty arising out of or in connection with this Agreement.
- 11.2 Subject to sub-Clause 11.3, the Party shall be liable to the other, whether in contract, tort (including negligence or innocent) for any loss, damage, injury, death, statement, or tortious act, including but not limited to, negligence and breach of statutory duty arising out of or in connection with this Agreement, loss of profit, loss of revenue, loss of opportunity, loss of time, failure to achieve the purpose of the Agreement, loss of data, corruption of data recorded on any computer or data storage system, or any special, commercial, economic, or other loss, damage, injury, death, statement, or tortious act that may be suffered by the other Party that arises out of or in connection with this Agreement.
- 11.3 Nothing in this Clause shall limit the liability of the Parties under the provisions of this Agreement shall:
- 11.3.1 limit the liability of the Parties for fraud or fraudulent misrepresentation, or for death or personal injury;
- 11.3.2 exclude or limit the liability of the Parties under or in respect of the indemnity provided by sub-Clause 10.1.
- 11.4 Subject to Clause 11.3, the liability of the Parties arising out of or in connection with this Agreement, or breach of statutory duty, shall be limited to £<<ins>[insert amount]>> the entire term of the Agreement.

12. Confidentiality

- 12.1 Each Party undertakes to keep confidential the information authorised in writing by the other Party during the term of this Agreement and for a period of [insert number of years] after its termination:
- 12.1.1 keep confidential the information;

14. Force Majeure

- 14.1 Neither Party to the Agreement shall be liable for any failure or delay in performing its obligations under the Agreement that is beyond the control of that Party ("Force Majeure"). Such Force Majeure causes shall be limited to: power failure, internet failure, industrial action, civil unrest, fire, flood, storms, acts of terrorism, acts of war, governmental action or any other dissimilar event or circumstance of force majeure.
- 14.2 [In the event that a Party cannot perform its obligations hereunder as a result of a Force Majeure event for a continuous period of <<insert period>>, the other Party may terminate this Agreement by giving written notice at the discretion of the Client. In the event of such termination, the Parties shall agree on a reasonable payment for all work carried out correctly or completely prior to the date of termination. Such payment shall be based on the proportion of prior contractual commitments entered into in reliance on the Agreement and the value of the work completed by the Sub-Contractor.]

15. Term and Termination

- 15.1 This term of this Agreement shall commence from the Commencement Date until the Parties have completed their obligations under this Agreement.
- 15.2 If the Main Contract is terminated for any reason, this Agreement shall terminate thereupon automatically without any further action being required by the Parties, subject to the provisions of Clause 16.
- 15.3 [Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> days' notice, to expire on or at any time after <<insert minimum term>> months.]
- 15.4 Either Party may terminate this Agreement immediately by giving written notice to the other Party if:
- 15.4.1 any sum owed by that other Party under any of the provisions of this Agreement is not paid within <<insert period>> Business Days after being given written notice;
 - 15.4.2 that other Party is in breach of any of the provisions of this Agreement and is incapable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice giving it the opportunity to be remedied;
 - 15.4.3 an encumbrance is placed on any of the property or assets of that other Party, or where that other Party is a company, a charge is created over any of the property or assets of that other Party;
 - 15.4.4 that other Party enters into an arrangement with its creditors or is placed into an administration order (within the meaning of the Insolvency Act 1986);
 - 15.4.5 that other Party is a sole trader or firm, has a bankruptcy order made against it or goes into liquidation (except for the purposes of reconstruction or re-construction and in such

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a manner that
bound by or
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therefrom effectively agrees to be
imposed on that other Party under

15.4.6 anything and
jurisdiction of

foregoing under the law of any
other Party;

15.4.7 that other Party

to cease, to carry on business; or

15.4.8 control of the
persons not
Agreement.
"connected"
Sections 112

red by any person or connected
other Party on the date of this
this Clause 15, "control" and
the meanings ascribed thereto by
of the Corporation Tax Act 2010.

15.5 For the purposes of
of remedy if the Party
respects.

each shall be considered capable
with the provision in question in all

15.6 The rights to term
prejudice any other
concerned (if any) of

ven by this Clause 15 shall not
er Party in respect of the breach

16. Effects of Termination

Upon the termination of this

on:

16.1 any sum owing by
Agreement shall be

under any of the provisions of this
and payable;

16.2 all Clauses which, e
the expiry or termin

ir nature, relate to the period after
shall remain in full force and effect;

16.3 termination shall no
which the terminati
termination or any
may have in respec
before the date of te

right to damages or other remedy
spect of the event giving rise to the
or other remedy which any Party
s Agreement which existed at or

16.4 subject as provided
rights neither Party

except in respect of any accrued
r obligation to the other; and

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

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

17. Data Protection

17.1 All personal data th
held in accordance
the rights of the oth
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will be collected, processed, and
the Data Protection Legislation and
er(s) or other third party under the

17.2 For complete deta
retention of persona
personal data is use
of the other Party a
them, and persona
respective Privacy P
<<insert location>>
location>>].

ection, processing, storage, and
limited to, the purpose(s) for which
es for using it, details of the rights
er third party and how to exercise
(applicable), please refer to the
ailable from the Sub-Contractor at
the Service Provider at <<insert

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18.6.4.2 Affected legal

enforceable rights and effective

18.6.4.3 The Data protection

es with its obligations under the providing an adequate level of onal data so transferred; and

18.6.4.4 The given proce

s with all reasonable instructions ta Controller with respect to the ta.

18.6.5 Assist the D to any and compliance security, bre with supervi the Informat

ta Controller's cost, in responding ta subjects and in ensuring its tion Legislation with respect to t assessments, and consultations ators (including, but not limited to, e);

18.6.6 Notify the D breach;

undue delay of a personal data

18.6.7 On the Da dispose of) o the Data C required to r

instruction, delete (or otherwise a and any and all copies thereof to of this Agreement unless it is data by law; and

18.6.8 Maintain cor technical an demonstrate the Data Co

rds of all processing activities and ures implemented necessary to ause 18 and to allow for audits by designated by the Data Controller.

18.7 [The Data Process to the processing of

any of its obligations with respect Clause 18.]

OR

18.7 [The Data Process processor with resp 18 without the prior be unreasonably w sub-processor, the

t any of its obligations to a sub- f personal data under this Clause ta Controller (such consent not to at the Data Processor appoints a

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

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

18.7.2 Ensure that that agreem

lies fully with its obligations under on Legislation.]

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

st <<insert period, e.g. 30 calendar o provisions of this Agreement, ocessing clauses or similar terms scheme. Such terms shall apply ent.])

19. No Waiver

No failure or delay by either law or under this Agreeme and no waiver by either Pa

f its rights or remedies provided by e a waiver of that right or remedy, ovision of this Agreement shall be

- deemed to be a waiver of a
- 20. Further Assurance**
- Each Party shall execute deeds, documents and things as may be necessary to carry the Agreement into full force and effect.
- 21. Costs**
- Subject to any provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental to the preparation, execution and carrying into effect of this Agreement.
- 22. Assignment and Sub-Contracting**
- 22.1 [Subject to sub-Clause 22.2, the Agreement is personal to the Parties. Neither Party may assign, sub-assign, sub-charge (otherwise than by floating charge) or sub-licence any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.
- 22.2 [Subject to Clause 22.1, the Contractor shall be entitled to perform any of the obligations hereunder through any Worker(s) who are suitably qualified and skilled for the purposes of this Agreement. The use of such Worker(s) shall, for the purposes of this Agreement, not be an act or omission of the Sub-Contractor.
- 23. Time**
- [The Parties agree that all time periods specified in this Agreement shall be of the essence of this Agreement.]
- OR**
- [The Parties agree that the time periods specified in this Agreement are for guidance only and are not intended to be of the essence of this Agreement and may be varied by mutual agreement between the Parties.]
- 24. Relationship of the Parties**
- Nothing in this Agreement shall constitute or give rise to a partnership, joint venture, agency, employment relationships between the Parties, or any employment relationship between any Worker and the Service Provider, or any other fiduciary relationship, unless expressly provided for in the Agreement.
- 25. Third Party Rights**
- 25.1 No one other than a Party to the Agreement, its assignees, shall have any right to enforce any of its terms and accordingly the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 25.2 Subject to this Clause 25, the Agreement shall continue and be binding on the Parties and their transferees, successors or assigns.
- 26. Notices**
- 26.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by the Party or its duly authorised officer of that Party.
- 26.2 Notices shall be deemed to have been duly given by a Party to the other Party:

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26.2.1 when delivered by a registered messenger

26.2.2 when sent, if by registered mail

26.2.3 on the fifth business day after the date of the ordinary first class postage paid.

In each case notices shall be notified by that other Party.

27. Entire Agreement

27.1 [Subject to Clause 27.2] This Agreement contains the entire agreement between the Parties and supersedes any prior agreement between the Parties. The Parties acknowledge they have entered into this Agreement.

27.2 This Agreement may be executed by the Parties or their duly authorised representatives. No Worker shall be deemed to be a duly authorised representative of the Sub-Contractor for this purpose unless the Sub-Contractor expressly provides in a notice to the Parties.

27.3 Each Party acknowledges that it enters into this Agreement on any statement, condition, warranty or other provision expressly provided in this Agreement, and that all conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by law.

28. Counterparts

This Agreement may be executed in multiple counterparts and by the Parties to it on separate occasions. Each counterpart shall be an original, but all counterparts when so executed and delivered together shall constitute one and the same instrument.

29. Severance

If one or more of the provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, the remaining provisions of this Agreement shall be valid and enforceable.

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 them.

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

30.3 [If the ADR procedure under Clause 30.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the matter, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution (ADR) procedure.]

30.4 The seat of the arbitration shall be England and Wales.

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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 the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

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

either Party or its affiliates from applying to a court for an injunction.

30.6 The Parties hereby agree that the dispute resolution under this Agreement shall be final and binding on both Parties.

and outcome of the final method of dispute resolution under this Agreement [not] be final and binding on both Parties.

31. Law and Jurisdiction

31.1 This Agreement (including any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement) shall be governed by, and construed in accordance with, the law of England and Wales.

any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement) shall be governed by, and construed in accordance with, the law of England and Wales.

31.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement) shall fall within the exclusive jurisdiction of the courts of England and Wales.

dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement) shall fall within the exclusive jurisdiction of the courts of England and Wales.

SIGNED [for and on behalf of the Service Provider]

SIGNED [for and on behalf of the Service Provider]

<<Name of Service Provider or name of authorised signatory>>
[Director]

<<Name of Service Provider or name of authorised signatory>>
[Director]

[Authorised] Signature

Date: _____

SIGNED by <<Full name of Sub-Contractor>>
(the Sub-Contractor)

SIGNED by <<Full name of Sub-Contractor>>
(the Sub-Contractor)

Signature

Date: _____

The Main Contract

<<Attach a complete copy of the 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 (rel

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Sub-Contractor's Fees

<<Insert full details of fees and payment terms>>

[Expenses]

<<If any expenses of the Sub-Contractor are to be reimbursable by the Service Provider, insert here details of the types, amounts, and frequency of what will be reimbursable, and how such expenses should be applied to the contract.>>]

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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

type(s) 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:

<<Insert full details>>]]

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