

S  
A  
M  
P  
L  
E

**THIS AGREEMENT** is dated <<insert Date>>

**BETWEEN:**

- (1) <<Name of Service Provider>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Service Provider")
- (2) <<Name of Client>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Client")

**WHEREAS:**

- (1) The Service Provider provides <<insert description of services>> services to business clients.
- (2) The Client wishes to engage the Service Provider to provide the services set out in this Agreement, subject to the terms and conditions set out in this Agreement.
- (3) The Service Provider agrees to provide the services set out in this Agreement to the Client, subject to the terms and conditions set out in this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

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

**"Applicable Laws"**

statutes, regulations, and similar laws, rules, and regulations in force at the time in force applicable to the Client, the Service Provider, and to this Agreement;

**"Business Day"**

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

**"Business Hours"**

from <<insert start time, e.g., 9:00 a.m.>> to <<insert end time, e.g., 5:00 p.m.>> on a Business Day;

**["Change Order"**

any written order issued pursuant to Clause 7 setting out proposed changes to the scope of the Services, the effect of such changes on the price of the Services, the provision of the Services, and the terms of this Agreement;]

“Client Equipment”	means any and all equipment including computer hardware, systems, <<insert relevant examples>> owned or otherwise made available by the Client to the Service Provider in relation to the provision of the Services (whether directly or indirectly) including, but not limited to, any such equipment set out in Schedule 1;
“Client Materials”	means any and all information, documents, and other materials provided or otherwise made available by the Client to the Service Provider in relation to the provision of the Services including, but not limited to, such materials set out in Schedule 1;
“Client’s Premises”	means the Client’s premises at <<insert address>>;
“Client’s Representative”	means the individual identified in Clause 6 (Client’s Representative), who shall represent the Client and have the authority to legally bind the Client in respect of all aspects of the Services;
“Commencement Date”	means the date on which this Agreement shall enter into effect, as set out in Clause 2 (Commencement Date);
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or treated as such);
[“Data Protection Legislation”]	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made under it); and the Privacy and Electronic Communications Regulations 2003 as amended;]
“Deliverables”	means the deliverables resulting from the Service Provider’s provision of the Services [including, but not limited to, <<insert examples>>] OR [namely, <<list specific deliverables>>] as specified in Schedule 1 [and any further materials or documents provided by the Service Provider to the Client in the course of providing the Services];
“Fees”	means the sums payable by the Client to the Service Provider in consideration of the Services, as set out in Clause 8 (Fees and Payment) and Schedule 2;

**“Intellectual  
Rights”**

**“IP Claim”**

**[“Key Person”**

**“Mandatory”**

**“Services”**

**[“Service Provider  
Equipment”**

**“Service Provider  
Representative”**

**“Term”**

1.2 Any reference to  
any document

1.3 Unless otherwise  
referenced, any  
reference to time

S

A

M

P

L

E

s patents, rights to inventions, copyright and related rights, [moral rights,] trade marks, [service marks,] business names, domain names, rights in get-up and trade dress, goodwill and the right to passing off, design rights, database rights, [rights relating to software,] rights to use confidential information and the right to protect the same, and any and all other intellectual property rights, whether registered or unregistered, including applications and the right to apply for (and be granted) renewals or extensions of, and rights to claim priority from, any such rights and any and all equivalent rights or other forms of protection subsisting now or in the future anywhere in the world;

is a third-party claim made against the Client for infringement of Intellectual Property Rights against which the Client requires the Service Provider to indemnify it pursuant to sub-Clause 10.5 (Intellectual Property Rights);

is the Service Provider’s personnel identified in sub-Clause 5 and appointed pursuant to sub-Clause 4.3 (Service Provider’s Representative and Personnel);]

is the Client’s [<<insert brief summary>>] policies set out in Schedule 3;

is the services to be provided by the Service Provider to the Client in accordance with this Agreement, as specified in Schedule 1, and subject to the terms of this Agreement;

is any and all equipment including computer hardware, systems, <<insert relevant examples>> owned and used by the Service Provider in relation to the provision of the Services (whether directly or indirectly) including, but not limited to, any such equipment set out in Schedule 1;]

is the individual identified in sub-Clause 4.1 (Service Provider’s Representative and Personnel) who shall represent the Service Provider and shall have the authority to legally bind the Service Provider in respect of all aspects of the Services; and

is the term of this Agreement, as set out in sub-Clause 2 (Commencement and Duration) (unless and otherwise terminated in accordance with the provisions of Clause 19 (Termination)).

and any similar expression, includes a reference to any document, whether or not by fax or] email.

otherwise, legislation or a provision thereof is a reference to the current provision as amended or re-enacted from time to time.

S

A

M

P

L

E

- 1.4 Unless otherwise, legislation or a provision thereof, shall include the provision made from time to time under that legislation or provision.
- 1.5 A reference to "this Agreement" is a reference to this Agreement and each of the Schedules, as amended or supplemented at the relevant time.
- 1.6 A reference to "a schedule to this Agreement" is a reference to a schedule to this Agreement and all schedules to this Agreement, as if set out in the main body thereof.
- 1.7 A reference to "a Clause, or Paragraph" is a reference to a clause or paragraph of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.8 A reference to "the Parties" refer to the parties to this Agreement.
- 1.9 A reference to "this Agreement or document" is a reference to that Agreement or document, as amended or supplemented at the relevant time.
- 1.10 Any obligation on a party not to do a particular thing includes an obligation to ensure that the thing is not done.
- 1.11 The headings of the Schedules are for convenience only and shall have no effect on the interpretation of this Agreement.
- 1.12 Words in the singular number shall include the plural and vice versa.
- 1.13 References shall include any other gender.
- 1.14 References shall include natural persons, corporate, or unincorporated entities, whether or not the same have a separate legal personality.
- 1.15 References shall include companies, corporations, or other legal entities, wherever incorporated or established.

## 2. Commencement

This Agreement shall commence on the Commencement Date of <<insert date>> and shall continue in force for a period of <<insert duration>> until <<insert date>>, unless terminated or renewed in accordance with the provisions of Clause 19 (Termination).

## 3. Provision of Services

### Service Provider's Obligations

- 3.1 With effect from the Commencement Date, the Service Provider shall, throughout the Term of this Agreement, provide the Services to the Client in accordance with the terms of this Agreement.
- 3.2 The Service Provider shall ensure that the Services and the Deliverables conform with the specifications set out in Schedule 1.
- 3.3 The Service Provider shall provide the Services with reasonable skill and care, and in accordance with the highest standards and best practice in the <<insert profession>> [industry] OR [trade] OR [profession]
- 3.4 The Service Provider shall ensure that all Deliverables are prepared with reasonable skill and care, and are free from defects in workmanship and materials, standards, and techniques employed in the preparation of the Deliverables and the Deliverables shall be of high quality and

- free for the Service Provider to ship, installation, and design (as applicable).
- 3.5 The Service Provider shall ensure that all Deliverables are fit for any purpose expressed or implied, known by the Client to the Service Provider.
- 3.6 The Service Provider shall act in accordance with all reasonable instructions given by the Client and shall cooperate with the Client with respect to the provision of the Services.
- 3.7 [In the event that any permits or consents are required to enable the Service Provider to provide the Services [and/or to [install and] use any required Service Provider Equipment], the Service Provider shall obtain the same before the provision of the Services is due to begin (as set out in the Schedule 5) and shall maintain the same to the extent required for the provision of the Services [and/or use of the Service Provider Equipment] through the term of the Services.
- 3.8 The Service Provider shall use any Client Materials provided by the Client from time to time only to the extent reasonably necessary for and only for the purposes of the provision of the Services [and only in accordance with the Client's written authorisation and instructions]. The Service Provider shall hold any such Client Materials in safe custody, at its own risk, and shall maintain the same until the Client's written instruction. The Service Provider shall return or dispose of the Client Materials at the Client's option and on the Client's written instruction.
- 3.9 The Service Provider shall use any Client Equipment provided (or made available) by the Client from time to time only to the extent reasonably necessary for the purposes of the provision of the Services [and only in accordance with the Client's written authorisation and instructions]. The Service Provider shall hold all such Client Equipment with care and in accordance with the Client's written instruction at all times. The Service provider shall return the Client Equipment on the Client's written instruction.
- 3.10 In the event that the Service Provider provides access to the Client's Premises and any other facilities [as agreed upon by the Parties [or as otherwise set out in the Schedule 5] to enable the Service Provider to provide the Services, the Service Provider shall use the same from time to time by the Service Provider] to enable the Service Provider to provide the Services, the Service Provider shall use the same from time to time by the Service Provider to the extent reasonably necessary for and only for the purposes of the provision of the Services and only in accordance with any written authorisation and (as further stated in sub-Clause 12.1(c)) all applicable laws, rules and regulations and security requirements and other such facilities.
4. **Service Provider and Personnel**
- 4.1 The Service Provider shall ensure that the Service Provider's Representative is <<insert name and contact details>> and shall ensure that the Service Provider's Representative has the authority to legally bind the Service Provider in respect of all matters relating to the Services [(including, but not limited to, the signing of Change Orders)].
- 4.2 The Service Provider shall ensure that any and all of its personnel involved in the provision of the Services are suitably skilled, qualified, and experienced to provide the Services to which they are assigned by the Service Provider.
- 4.3 [The Service Provider shall appoint the Key Personnel set out in Schedule 5. The Service Provider shall only use the Key Personnel for the provision of the Services.]

- the S  
work
- 4.4 In the  
awar  
inform  
provi  
for the
- 4.5 In the  
any  
chan  
[the  
prior  
with
5. **Client's Obligations**
- 5.1 The C
- a) s reasonably required by the Service Provider to  
vider to provide the Services;
- b) erials that are agreed upon by the Parties [or as  
required from time to time by the Service  
with any necessary written authorisation and  
o the Client Materials, to enable the Service  
e Services;
- c) ny and all Client Equipment (or access thereto)  
the Parties [or as otherwise reasonably required  
the Service Provider] together with any necessary  
nd instructions relating to the Client Equipment,  
Provider to provide the Services; and
- d) ss to and availability of and use of the Client's  
her facilities or resources that is or are agreed  
or as otherwise reasonably required from time to  
vider] to enable the Service Provider to provide  
l inform the Service Provider of any applicable  
s and regulations and security requirements.
- 5.2 The C  
Provi  
such  
in Sc
- 5.3 In the  
autho  
with  
shall
- 5.4 [In the  
Provi  
Servi  
on w  
Clau  
provi  
throu
- re that at least <<insert percentage>>% of their  
o the provision of the Services].
- ersonnel are absent, or the Service Provider is  
ates such absence, the Service Provider shall  
writing] and, if required to do so by the Client,  
with suitable skills, qualifications, and experience  
e.
- Provider [wishes to] **AND/OR** [needs to] change  
vice Provider shall notify the Client of any such  
insert period>> written notice of the change] **OR**  
ot make any such change without the Client's  
change, such approval not to be unreasonably
- time issue reasonable instructions to the Service  
ervice Provider's provision of the Services. Any  
npatible with the specification of Services set out
- Provider requires the decision, approval, consent,  
mmunication from the Client in order to continue  
ices (or any part thereof) at any time, the Client  
asonable and timely manner.
- s or consents are required to enable the Service  
ices [and/or to [install and] use any required  
the Client shall obtain the same before the date  
e Services is due to begin (as set out in sub-  
tain the same to the extent required for the  
nd/or use of the Service Provider Equipment]

- 5.5 [Any relief under the S or an] comply with the terms of this Agreement shall only of the obligation to comply with its obligations extent that it restricts or precludes performance of Provider and with effect from the date on which the Client in writing of that failure and its impact service Provider's provision of the Services.].
6. **Client's Representative**  
The Client's ensure that respect of a Change Order >>. The Client shall have the authority to legally bind the Client in es [(including, but not limited to, the signing of 7 (Change Orders)].
7. **[Change Order]**
- 7.1 Either no change agreed propose changes to the Services, provided that until a Change Order setting out that change is both Parties.
- 7.2 In the notify necessary wishes to propose a change to the Services, it shall writing, providing as much detail as is reasonably the Service Provider to draft a Change Order.
- 7.3 If the the S within es a notice from the Client under sub-Clause 7.2, respond to the Client with a draft Change Order Business Days of receipt.
- 7.4 In the Service Provider wishes to propose a change to the draft Change Order to the Client.
- 7.5 In the [safe a draft change shall] the Services is necessary in order to comply with requirements, the Service Provider shall submit Client. In such cases, provided that the proposed nature, scope, or price of the Services, the Client ld their consent.
- 7.6 When Change Order, each Party shall sign the Change Order shall be deemed amended effective from the time er has been signed by both Parties.
- 7.7 When Service Provider Party agree on a Change Order, or if for any reason the provide a draft Change Order to the Client, either agreement or failure for dispute resolution in e set out in Clause 37 (Dispute Resolution).]
8. **Fees and Payment**
- 8.1 The Client shall pay to the Service Provider, in consideration of the provision of the Services in accordance with the provisions of this Clause 8 and the Schedule of Fees.
- 8.2 The Client shall pay the following costs, which shall be invoiced to the Client in arrears:
- a) Travel, subsistence, and other such expenses incurred by the Service Provider for the provision of the Services to the Client's prior written approval where any



S

is likely to exceed £<<insert sum>> in any single

- b) any services procured by the Service Provider for services (as set out in Schedule 1 or as otherwise agreed in writing by the Client's prior written approval from time to time).

[Such sums shall be incurred and will only be invoiced to and payable by the Client if they are reasonably and necessarily incurred for the purposes of the Services.]

- 8.3 The Service Provider shall invoice the Client for the Fees and any sums due under this Agreement on a <<insert interval>> basis in accordance with the provisions of sub-Clause 8.6.

- 8.4 All payments made by either Party pursuant to this Agreement shall be made within a period of <<insert period>> of receipt of the relevant invoice unless otherwise agreed in writing in good faith in accordance with sub-Clause 8.6.

- 8.5 All payments made pursuant to this Agreement shall be made in <<insert currency>> to cleared funds to a bank account of the receiving Party as notified in writing by that Party.

- 8.6 If the Client disputes an invoice and reasonably believes that it is incorrect, it may withhold payment in good faith as follows:

- a) the Client shall notify the Service Provider in writing as soon as possible and in any event not later than <<insert period>> and practicable;

- b) the Client shall be deemed to be in breach of this Agreement for non-payment of disputed sums while such a dispute is ongoing;

- c) the Client shall pay any sum which is not in dispute by the due date for payment;

- d) in the event of the dispute, the Client shall pay the sum of the undisputed sums together with any interest charged on that sum by the Service Provider, as calculated in accordance with sub-Clause 8.7, by the due date for payment;

- e) the Service Provider is required to refund any sums to the Client if the Client is found to be in breach of this Agreement. Interest shall be added to such sums, as calculated in accordance with sub-Clause 8.7; and

- f) in the event of the dispute, in the event that either Party is required to make a balancing payment, that Party shall make such payment within <<insert period>> and, in the event that the Service Provider is required to issue a credit note, it shall issue the same within <<insert period>>.

- 8.7 Without prejudice to Clause 19.1(a) (termination for late payment), any sums due by the Client under this Agreement shall be paid by the due date for payment under this Agreement on a <<insert basis>> basis at a rate of <<insert percentage>>% per annum, or at the base rate of the Bank of England from time to time, or at the rate of <<insert rate>> annum for any period during which that base rate applies. Interest shall be payable for payment until payment is made in full of the sum due, whether before or after judgment.

## 9. Records and

Each Party shall

A

M

P

L

E

# SAMPLE

- |     |                                     |   |
|-----|-------------------------------------|---|
|     | 9.1                                 | keep such records and books of account as are necessary to determine the amount of any sums payable pursuant to this Agreement; calculated;   |
|     | 9.2                                 | at the request of the other Party (and during normal Business Hours) its [agent] OR [professional advisers] (on not less than three Business Days' notice) with access to such records and with access to its premises, systems, and personnel;   |
|     | 9.3                                 | to the extent that the same relate to the calculation of sums payable pursuant to this Agreement, allow the other Party or its [agent] OR [professional advisers] to take copies of such records and books;   |
|     | 9.4                                 | within the interval specified at the end of each <<insert interval>>, obtain at its own expense from the other Party an auditor's certificate as to the accuracy of the accounts of that Party pursuant to this Agreement during the preceding period;  |
| 10. | <b>Intellectual Property Rights</b> |   |
|     | 10.1                                | The Client (including its licensors) shall retain ownership of the Intellectual Property Rights subsisting in any and all Client Materials.   |
|     | 10.2                                | The Service Provider shall grant to the Client a non-exclusive, fully paid-up, [non-transferable,] [[non-]sub-licensable] licence to use, copy, modify, and distribute the Deliverables for the Term of this Agreement only to the extent necessary for and only for the purposes of the provision of the Services in accordance with the Client's written authorisation;       |
|     | 10.3                                | [The Client (including its licensors) shall retain ownership of Intellectual Property Rights subsisting in the Deliverables, and, where applicable, its licensors) shall retain ownership of the Intellectual Property Rights subsisting in the Client Materials to the extent that any Client Materials are deliverables; [and]  |
|     | a)                                  | [The Client (including its licensors) shall retain ownership of the Intellectual Property Rights subsisting in the Deliverables, and, where applicable, its licensors) shall retain ownership of the Intellectual Property Rights subsisting in the Client Materials to the extent that any Client Materials are deliverables; [and]  |
|     | b)                                  | The Service Provider hereby grants to the Client a non-exclusive, fully paid-up, [non-transferable,] [[non-]sub-licensable,] [non-transferable,] [non-]sub-licensable] licence] OR [licence for the Term of this Agreement only to use, copy, and modify the Deliverables to the extent necessary for using and receiving the Services and the course of business[.] OR [; and] |
|     | c)                                  | The Service Provider hereby grants to the Client the right to sub-licence the rights to use, copy, modify, and distribute the Deliverables under sub-Clause 10.3(b) to its [Affiliates] AND/OR [other third parties to the extent necessary for using and receiving services which are part of the Client's Services].]   |
|     | <b>OR</b>                           |   |
|     | 10.3                                | [The Client (including its licensors) shall retain ownership of Intellectual Property Rights subsisting in the Deliverables, and, where applicable, its licensors) shall retain ownership of the Intellectual Property Rights subsisting in the Client Materials to the extent that any Client Materials are deliverables; [and]  |

a) [redacted] hereby assigns to the Client all Intellectual Property Rights existing in the Deliverables with full title guarantee and all third-party rights;

b) [redacted] hereby waives (and shall obtain waivers of, as applicable) all rights in the Deliverables under Chapter IV of the Copyright Designs and Patents Act 1988 (or any similar legislation in any other applicable jurisdiction); and

c) [redacted] hereby undertakes to execute any such actions (or to procure that the same be performed) that the Client may from time to time require in order of ensuring that all right, title, and interest in the Intellectual Property Rights assigned to the Client hereunder are duly protected.]

10.4 The Service Provider warrants that the Client's receipt and use of the Deliverables in accordance with the provisions of this Agreement shall not constitute an infringement (but not limited to, Intellectual Property Rights) of any third party's Intellectual Property Rights.

10.5 The Service Provider shall indemnify the Client against any and all IP Claims, damages, losses, or damages (including, but not limited to, reasonable attorneys' fees and costs incurred by the Client arising out of or in connection with the receipt or use of the Deliverables (to the extent that the Client is not indemnified out of or in connection with any Client Materials or its own Intellectual Property Rights).

10.6 In the event of an IP Claim, the Service Provider shall:

a) notify the Client in writing as soon as reasonably possible of the IP Claim, liability, costs, expenses, loss, or damages;

b) consult with the Client as to the action to be taken in dealing with the IP Claim;

c) assist the Client, at its own cost, to conduct all negotiations and proceedings necessary to settle the matter;

d) provide the Client with all reasonable assistance in handling the IP Claim, as the Service Provider may reasonably require, at the Client's expense; and

e) indemnify the Client with any third party for the payment of any sum or damages in connection with the IP Claim, to the extent not covered by the agreement of the Service Provider, such as to the extent reasonably withheld.

## 11. Confidentiality

11.1 Each Party shall keep confidential all Confidential Information of the other Party (such authorisation not to be disclosed) and shall, at all times during the Term of this Agreement and after its termination or expiry:

a) not disclose Confidential Information;

b) not disclose Confidential Information to any other party;

- c) Confidential Information for any purpose other than as agreed; and
- d) (where applicable) none of its employees, directors, officers, or subcontractors does any act which, if done by that Party, would breach the provisions of this Clause 11.
- 11.2 Subject to the above, either Party may disclose any Confidential Information to:
- a) its subsidiaries, associates, subcontractors, agents, consultants, subcontractors, substitutes, or suppliers;
  - b) any governmental authority or regulatory body; [or]
  - c) any third parties if required>>; or]
  - d) any member of that Party or of any of the aforementioned entities.
- 11.3 Disclosure of Confidential Information under Clause 11.2 may be made only to the extent that it is necessary for the purposes contemplated by this Agreement, or as required by applicable law. The disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body referred to in Clause 11.2(b) or is an authorised employee or officer of the disclosing Party, the disclosing Party must submit to the other Party a written undertaking that the Confidential Information is confidential and to use it only for the purposes for which the disclosure is made.
- 11.4 Neither Party shall disclose Confidential Information for any purpose, or disclose it to any third party, if the Confidential Information is or becomes public knowledge to that Party.
- 11.5 Where Confidential Information under sub-Clause 11.4, the disclosing Party must ensure that it does not use that Confidential Information which is not public knowledge for any purpose.
- 11.6 The provisions of Clause 11 shall continue in force in accordance with the terms of the Agreement until the termination or expiry of this Agreement for any reason.
- 12. Law and Policy**
- 12.1 The Parties shall comply at all times and at its own expense when performing its obligations under this Agreement:
- a) with applicable Laws;
  - b) with applicable Mandatory Policies; and
  - c) with applicable health and safety rules and regulations and any other policies in place at the Client's Premises and any other location where the Service Provider has access that is or are agreed to by the Parties or as otherwise reasonably required from time to time by the Client or Service Provider].
- 12.2 Each Party shall notify the other Party as soon as reasonably possible and in writing, and shall be aware of any changes to the Applicable Laws.
- 12.3 The Parties shall provide <<insert period>> written notice to the Service Provider of any changes to the Mandatory Policies.

# SAMPLE

12.4 [In the event that the Client is not bound by the Applicable Laws or Mandatory Policies, Clause 7 (Change Orders) shall apply, and the Client shall submit the required Change Order to the Client as set forth in the Contract Documents.]

### 13. Data Protection

The Service Provider shall protect the Client's personal data as set out in the Service Provider's privacy policy, e.g., Privacy Notice>> [attached as Schedule 6]>>].

14. [Data Proce

[All personal data processed by the Service Provider on behalf of the Client under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties on <<insert date>> [pursuant to

**OR**

14.1 [In the United Kingdom, the terms “personal data”, “processing”, “data subject”, “controller”, “data breach”, “personal data breach” shall have the meanings defined in the applicable UK GDPR, and the terms “Data Processor” and “Data Controller” shall have the same meanings as “processor” and “controller” respectively. The term “domestic law” means the law of the United Kingdom.]

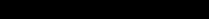
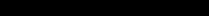
14.2 The Parties agree that they shall both comply with all applicable data protection laws and regulations, including but not limited to the Data Protection Legislation. This Clause shall not limit the liability of either Party of any obligations set out in the Data Protection Legislation. This Clause does not remove or replace any of those obligations.

14.3 For the purposes of the Data Protection Legislation and for this Clause 14, the Client is the “Data Controller”, and the Service Provider is the “Data Processor”.

14.4 The [REDACTED] purpose of the processing; the duration of the processing; the nature, scope, and context of the personal data; and the category or categories of data [REDACTED] Schedule 7.

14.5 The [REDACTED] without prejudice to the generality of sub-Clause 14.2) [REDACTED] shall place all necessary consents and notices required to enable [REDACTED] to transfer of personal data to] **AND/OR** [the lawful collection and processing by] [REDACTED] the Data Processor for the purposes described in this [REDACTED] duration thereof.

14.6 The [REDACTED] without prejudice to the generality of sub-Clause 14.2) [REDACTED] personal data processed by it in relation to its performance of its obligations under this Agreement:

- |   |  |
|---|--|
| <p>a)</p>  | <p>data only on the written documented instructions unless the Data Processor is otherwise required to process personal data by domestic law. The Data Processor shall inform the Data Controller before carrying out such processing which is prohibited from doing so by that law;</p> |
| <p>b)</p>  | <p>place appropriate technical and organisational measures (as required by the Data Controller) to protect the personal data.</p>  |

S

sed or unlawful processing, accidental loss, on. Such measures shall be appropriate and potential harm resulting from such events and to d context of the personal data and processing account the current state of the art in technology menting those measures. Measures to be taken e 7;

c) all persons with access to the personal data (ing purposes or otherwise) are contractually personal data confidential;

d) onal data outside of the UK without the prior ne Data Controller and only if the following d:

Controller and/or the Data Processor has/have appropriate safeguards for the transfer of personal

ta subjects have enforceable rights and effective dies;

rocessor complies with its obligations under the ction Legislation, providing an adequate level of o any and all personal data so transferred; and

Processor complies with all reasonable s given in advance by the Data Controller with he processing of the personal data;

e) oller, at the Data Controller's cost, in responding ests from data subjects and in ensuring its ata Protection Legislation with respect to impact y, breach notifications, and consultations with es or other applicable regulatory authorities ed to, the Information Commissioner's Office);

f) oller without undue delay of any personal data omes aware;

g) oller's written instruction, delete (or otherwise l personal data and any and all copies thereof to termination or expiry of this Agreement unless it y of the personal data by domestic law; [and]

h) l accurate records of all processing activities and sational measures implemented necessary to ce with this Clause 14 and to allow for audits, y by the Data Controller and/or any party a Controller. The Data Processor shall inform the diately if, in its opinion, any instruction infringes gislation[.] OR [; and]

i) ontroller against any loss or damage suffered by a result of any breach by the Data Processor of is Clause 14.]

14.7 [The to the t sub-contract any of its obligations with respect data under this Clause 14.]

OR

E

S

14.7 [The Service Provider shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 14 to another processor without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data Processor appoints another processor, the Data Processor shall:

- a) enter into an agreement with the other processor, which shall require the other processor to substantially the same obligations as the Data Processor by this Clause 14, which the other processor undertakes shall reflect the requirements of the applicable legislation at all times;
- b) ensure that the processor complies fully with its obligations under the applicable Data Protection Legislation; and
- c) remain jointly and severally liable to the Data Controller for the performance of that obligations and the acts or omissions thereof.]

14.8 [Either the Service Provider or the Data Controller may, from time to time, and on at least <<insert period, e.g., 30 days>> prior to the termination of this Clause 14, replacing it with any applicable terms or similar terms adopted by the Information Commissioner as part of an applicable certification scheme. Such replacement shall be made by attaching this Clause 14 by attachment to this Agreement.]

## 15. [TUPE on Entry]

Upon the completion of the Agreement, the provisions of Schedule 4 shall apply.]

## 16. Insurance

The Service Provider shall maintain, throughout the Term of this Agreement [and for a period of <<insert period>> after expiry]:

16.1 take out and maintain professional indemnity and public liability insurance with a reputable insurer, providing a minimum cover of [£<<insert sum>>] OR [£<<insert sum>> and £<<insert sum>>] to cover the liabilities which may arise under or in relation to this Agreement, at a level approved by the Client in advance]; and

16.2 on the request of the Client, provide the Client with copies of current certificates of insurance for the current <<insert period e.g., year's>> of insurance.

## 17. Liability

17.1 As a condition of the Agreement (and notwithstanding any limitation on the amount of any insurance), the Service Provider has obtained and maintained adequate insurance to its own liability for individual claims that do not exceed the limits to, and exclusions of, liability in the insurance cover that the Service Provider has been provided. The Service Provider shall be responsible for making its own arrangements for the recovery of any excess loss.

17.2 References in this Agreement to "liability" shall include every liability arising from the Agreement including, but not limited to, liability in contract, tort (including negligence), breach of statutory duty,

A

M

P

L

E

- misrepresentation or otherwise.
- 17.3 Nothing shall limit or exclude either Party's liability under or in relation to or any form of liability which cannot be limited or excluded, but not limited to:
- a) liability caused by negligence;
  - b) misrepresentation;
  - c) the act of either that Party or that of its employees or agents;
  - d) liabilities implied by section 12 of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 (in relation to the transfer of possession).
- 17.4 Neither Party shall have the right to benefit from any of the limitations or exclusions set out in this Clause 17 in respect of any liability under the Agreement which arises out of the deliberate default of either Party or its employees or agents.
- 17.5 Nothing shall limit or exclude either Party's payment obligations under the Agreement.
- 17.6 Nothing shall exclude or limit the Service Provider's liability under the Agreement under:
- a) Intellectual Property Rights indemnity; [or]
  - b) data processing indemnity);]
- in respect of which liability arising shall be unlimited.
- 17.7 [Nothing shall exclude or limit the Client's liability under or in relation to the Agreement under Clause 15 and Schedule 4 (TUPE on Entry), in respect of which liability arising shall be unlimited.]
- 17.8 Subject to the provisions of the law applicable to the Agreement, the total liability of the Service Provider to the Client under or in relation to this Agreement shall be limited to the sum of £<<insert sum>> in respect of all liabilities which cannot be limited or excluded by the law applicable to the Agreement, including (without limitation) the limitations or exclusions of liability in respect of the liabilities set out in sub-Clause 17.6 (liabilities under specific clauses), the liabilities set out in sub-Clause 17.7 (liabilities under specific clauses), the Client to the Service Provider under or in relation to this Agreement for any and all related or unrelated acts or omissions, whether in negligence, breach of statutory duty, or otherwise, including but not limited to the sum of £<<insert sum>>.
- 17.9 Subject to the provisions of the law applicable to the Agreement, the total liability of the Client to the Service Provider under or in relation to this Agreement shall be limited to the sum of £<<insert sum>> in respect of all liabilities which cannot be limited or excluded by the law applicable to the Agreement, including (without limitation) the limitations or exclusions of liability in respect of the liabilities set out in sub-Clause 17.4 (no limitations or exclusions of liability in respect of the Client to the Service Provider under or in relation to this Agreement for any and all related or unrelated acts or omissions, whether in negligence, breach of statutory duty, or otherwise, including but not limited to the sum of £<<insert sum>>).
- 17.10 The liability of the Service Provider set out in sub-Clause 17.8 shall not be reduced to be paid or awarded in accordance with:
- a) Intellectual Property Rights indemnity; [or]
  - b) data processing indemnity);]
- or by any court or arbitrator using their statutory or common law powers to award costs to the costs of proceedings or interest for late payment.



# SAMPLE

- 17.11 The liability set out in sub-Clause 17.9 shall not be reduced to be paid or awarded in accordance with Clause 17.5 (no limitations or exclusions of either TUPE on Entry) or] by any sums awarded by any court or tribunal or by any statutory or procedural powers in relation to the costs of late payment.
- 17.12 Subject to the provisions of this Clause 17, the Client's liabilities which cannot be limited or excluded by any limitations or exclusions of liability in respect of Clause 17.5 (no limitations or exclusions of either TUPE on Entry) or] sub-Clause 17.6 (liabilities under specific clauses),] the following categories of loss are wholly excluded by the Parties and neither Party shall be liable in relation to this Agreement for any such losses whether directly or indirectly, or whether immediate or consequential, including:
- a) loss of profits;
  - b) loss of business opportunity;
  - c) loss of contracts;
  - d) loss of data or information;]
  - e) loss of software;]
  - f) loss of goodwill; or
  - g) loss of financial loss.
- 17.13 Notwithstanding Clause 17.12 (categories of loss which are excluded), but subject to the limitation on the Service Provider's liability) and sub-Clause 17.5 (no limitations or exclusions of either TUPE on Entry) or] the following categories of loss are excluded from the Client's liability to the Service Provider under this Agreement in respect of the Services which is or are not provided in accordance with the terms of this Agreement;
- a) loss of profits incurred by the Client in procuring and implementing alternatives for or to services not provided in accordance with the terms of this Agreement including, but not limited to, loss of management and personnel time, consultancy costs, equipment costs; and
  - b) loss of business opportunity which arise out of or in connection with a penalty, fine, action, investigation, or other legal proceedings brought against the Client resulting from any act or omission of the Service Provider.
- 17.14 [In the event that a loss falls into one or more of the categories of loss set out in sub-Clause 17.12 (categories of loss which are excluded) and also falls into one or more of the categories of loss set out in sub-Clause 17.13 (categories of loss which are not excluded), that loss shall not be excluded.]
- 17.15 Subject to the provisions of this Clause 17, the Client's rights under this Agreement shall be in addition and not exclusive of, any common law rights or

## 18. Force Majeure

- 18.1 For the purposes of this Agreement, “Force Majeure Event” means, in relation to either Party, circumstances beyond that Party’s reasonable control including, but not limited to, [any strike, lockout, or other form of industrial action;] [any shortage of goods or raw materials;] [lack of, interruption to, or unavailability of, or lack of available facilities;] [non-performance by third parties;] [collapse of buildings, fire, explosion, accident, theft, sabotage, riot, drought, earthquake, epidemic, pandemic, or other natural disaster;] [lock, civil commotion or riots, war, civil war, threat of armed conflict, imposition of sanctions, embargo, or trade restrictions;] [relations; nuclear, chemical, or biological warfare;] [or] any law or action taken by a government or authority that is not limited to, imposing an export or import restriction on [the Party], or failing to grant a necessary licence or approval in similar circumstances].
- 18.2 If any Force Majeure Event occurs in relation to either Party which affects or impairs the performance of its obligations under this Agreement, the other Party shall, as soon as reasonably possible, notify the other Party of the nature and extent of the circumstances in question. The affected Party shall make reasonable endeavours to mitigate the effect of the Force Majeure Event on its performance of its obligations.
- 18.3 Subject to Sub-Clause 18.2, neither Party shall be deemed to be in breach of its obligations or shall otherwise be liable to the other by reason of non-performance or non-performance of any of its obligations under this Agreement to the extent that performance of that obligation was prevented, or delayed by a Force Majeure Event of either Party, and the time for that performance shall be extended accordingly.
- 18.4 If the Force Majeure Event prevents either Party of any of its obligations under this Agreement from being performed, or delayed by a Force Majeure Event for a period of <<insert period>>, [the Parties shall enter into negotiations to alleviate its effects, or to agreeing upon such terms and conditions as may be fair and reasonable] OR [the other Party shall terminate this Agreement [immediately] by giving written notice to the affected Party].

## 19. Termination

- 19.1 Without prejudice to any other right or remedy available to it, either Party may terminate this Agreement immediately by giving written notice to the other Party if:
- a) the other Party does not pay any sum due under this Agreement when due and such sum remains outstanding for at least 30 days after receiving written notification from the other Party;
  - b) the other Party commits a material breach of any term of this Agreement (which breach is capable of remedy) does not remedy the breach within <<insert period>> days after receiving written notice from the other Party to do so;

- c) ...ens to, or does, suspend payment of its debts as that it is unable to pay its debts, or (being a liability partnership) is deemed unable to pay its ...ing of section 123 of the Insolvency Act 1986 (as ... words "it is proved to the satisfaction of the ...ctions 123(1)(e) or 123(2) of the Insolvency Act ... in those sections), or (being an individual) is ...nable to pay its debts or as having no reasonable ...s debts, in either case, within the meaning of ...solvency act 1986, or (being a partnership) has ...ny of the foregoing applies;
- d) ... negotiations with any class or all of its creditors ...ing of any of its debts, or proposes any ...ements with any of its creditors or enters into the ...ing a company) solely for the purpose of a ...nt amalgamation of that other Party with one or ...s or for the solvent reconstruction of that other
- e) ...s to the court for, or obtains, a moratorium under ...cy Act 1986;
- f) ...tice is given, a resolution is passed, or an order ...se in connection with the winding up of the other ...ny, limited liability partnership, or a partnership) ...r the purpose of a scheme for the solvent ...other Party with one or more other companies or ...ruction of that Party;
- g) ...de to the court, or an order is made, for the ...ministrator, or a notice of intention to appoint an ...or an administrator is appointed, over the other ...y, limited liability partnership, or a partnership);
- h) ...ing floating charge over the assets of that other ...any or limited liability partnership) has become ...has appointed, an administrative receiver;
- i) ...ttitled to appoint a receiver over any or all of the ...rty, or a receiver is appointed over all or any of ...Party;
- j) ...g an individual) is the subject of a bankruptcy ...order;
- k) ...brancer of the other Party attaches or takes ...distress, execution, sequestration, or other such ...nforced on or sued against, the whole or part of ...sets and such attachment or process is not ...sert period>> days;
- l) ...proceeding is taken, with respect to the other ...n to which it is subject, that has a similar effect to ...set out above in sub-Clauses 19.1(c) to (k)
- m) ...s or suspends, or threatens to cease or suspend, ...stantial part of its business;

n) (an individual) dies, or due to illness or incapacity (physical), becomes incapable of managing their affairs as a patient under any mental health legislation;

o) the loss of control of the other Party (within the meaning of the Corporation Tax Act 2010).

19.2 For the purposes of clause 19.2(b), a breach shall be considered capable of being remedied if the Party in breach can comply with the provision in question in all material respects.

19.3 Without prejudice to the other rights or remedies available to it, [the Client] shall have the right to terminate this Agreement at any time by giving not less than 30 days' written notice to the [Service Provider] OR [other Party]. Any termination shall not take effect before <<insert date>>.

## 20. Effects of Termination

Upon the termination of this Agreement for any reason:

20.1 any sums payable by the other Party under any of the provisions of this Agreement shall become immediately due and payable;

20.2 [the Client] shall terminate the licence granted to the Client under sub-clause 10.1 (Property Rights) shall terminate, and the Client shall deliver to the Service Provider all Deliverables in its possession or control. The Client shall be fully and solely responsible for the return of the Deliverables until they are returned to the Service Provider. In the event that the Client fails to return the Deliverables [within <<insert period>> of the termination or expiry of this Agreement], the Service Provider shall have the right to enter the Client's Premises to take possession of them;]

OR

20.2 [the Service Provider] shall immediately deliver to the Client all Deliverables (whether tangible or intangible) in its possession. The Service Provider shall be fully and solely responsible for the Deliverables in its possession until they are delivered to the Client. In the event that the Service Provider fails to deliver the Deliverables to the Client within <<insert period>> of the termination or expiry of this Agreement, the Client shall have the right to enter the Service Provider's Premises to take possession of them;]

20.3 the Service Provider shall immediately return any and all Client Materials and Client Equipment in its possession to the Client and shall not use the same for any purpose other than that contemplated by this Agreement. In the event that the Service Provider fails to return any Client Materials or Client Equipment [within <<insert period>> of the termination or expiry of this Agreement], the Client shall have the right to enter the Service Provider's premises to take possession of them;]

20.4 the following clauses shall remain in full force and effect: Clause 1 (Definitions), Clause 9 (Records and Audit), Clause 10 (Intellectual Property), Clause 11 (Confidentiality), [Clause 15 (TUPE on Entry),] Clause 16 (Data Protection), Clause 17 (Governing Law), Clause 20 (Effects of Termination), Clause 21 (Entire Agreement).

S

A

M

P

L

E

(Inadequacy of Damages), Clause 23 (No Waiver), Clause 27 (Severance), Clause 28 (Dispute Resolution), and Clause 38 (Law and Jurisdiction).

20.5 termination or expiry of this Agreement shall not prejudice any right to damages or any other remedy which the Client may have in respect of the event giving rise to the termination or expiry of this Agreement or any other right to damages or any other remedy in respect of any breach of this Agreement which exists at the time of termination or expiry.

## 21. Inadequacy of Damages

21.1 Without prejudice to the other rights and remedies that the Client may have, the Service Provider acknowledges that damages alone would not constitute an adequate remedy for any breach by the Service Provider of any of the terms of this Agreement.

21.2 The Client shall be entitled to the remedies of injunction, specific performance, or other equitable relief in respect of any breach (threatened or actual) of the terms of this Agreement by the Service Provider.

## 22. Rights and Remedies

The rights and remedies provided for in this Agreement are in addition to, and shall not limit or exclude, the rights and remedies provided by law.

## 23. No Waiver

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement, and no waiver by either Party of a breach shall be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

## 24. Variation

[Subject to the terms of Clause 27 (Change Orders), no] OR [No] variation of this Agreement shall be made unless it is in writing and signed by the duly authorised representative of the Service Provider.

## 25. Entire Agreement

25.1 [Subject to the terms of Clause 14 (Data Processing), this] OR [This] Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

25.2 Each Party, in entering into this Agreement, it does not rely on any representation, warranty, assurance or other provision (made orally or in writing) other than that expressly provided in this Agreement.

## 26. Counterparts

This Agreement may be executed in any number of counterparts and by the Parties to it in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all the counterparts together shall constitute one and the same agreement.

- and the same
27. **Severance**
- In the event that any provision of this Agreement is found to be unlawful, invalid or unenforceable, that / those provision(s) shall be deemed severed from the Agreement. The remainder of this Agreement shall be valid and enforceable.
28. **Conflict**
- In the event of any inconsistency between any provision in the body of this Agreement and in a Schedule to this Agreement, the provisions contained in the body of the Agreement shall prevail.
29. **Further Assurances**
- Each Party shall execute all such further deeds, documents and things as may be necessary to give full effect to the provisions of this Agreement into full force and effect.
30. **Costs**
- Subject to a prior written agreement, each Party to this Agreement shall pay its own costs of negotiation, preparation, execution and carrying into effect of this Agreement.
31. **Assignment**
- 31.1 [Subject to the prior written consent of the other Party, the Parties shall not assign, mortgage, charge (otherwise than by floating charge) or otherwise delegate any of its rights or obligations hereunder or otherwise delegate any of its obligations hereunder without the prior written consent of the other Party, such consent not to be unreasonably withheld.]
- 31.2 [If the Party responsible for the performance of Clause 14 (Data Processing), the] **OR** [The] Party shall not be entitled to perform any of the obligations undertaken by it or through any other member of its group or through suitably qualified and experienced third parties, or any act or omission of such other member or sub-contractor, which may constitute a breach of this Agreement, be deemed to be an act or omission of the Party.]
32. **Relationship**
- Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or any other legal relationship between the Parties other than as expressly provided for in this Agreement.
33. **Time**
- 33.1 [The time and dates referred to in this Agreement shall be of the essence.]

- OR
- 33.2 [The names and dates referred to in this Agreement are part of the essence of this Agreement and may be varied between the Parties.]
34. **Non-Solicitation**
- 34.1 [Subject to Clause 15 and Schedule 4 (TUPE on Entry), neither Party shall, for the term of this Agreement and for a period of <<insert period>> after its termination or expiry, solicit or entice away the services of any person who is or was employed or engaged by either Party at any time in relation to this Agreement [without the consent of that Party].
- 34.2 Neither Party shall, for the term of this Agreement and for a period of <<insert period>> after its termination or expiry, solicit or entice away from the other Party as a customer or client of that other Party during the term of this Agreement or within a period of <<insert period>> after its termination or expiry, any such solicitation or enticement would cause damage to that Party [without the express written consent of that Party].
35. **Third Party Rights**
- 35.1 No provision of this Agreement is intended to confer rights on any third parties and the provisions of the (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 35.2 Subject to the provisions of this Agreement, this Agreement shall continue and be binding on the successors in title of both Parties and the assigns of either Party as required.
36. **Notices**
- 36.1 All notices shall be in writing and deemed duly given if delivered to the attention of a duly authorised officer of the Party giving the notice at the address below.
- 36.2 All notices shall be addressed to the most recent postal or email address given in this Agreement or as notified in writing by either Party to the other from time to time.
- 36.3 Notices shall be deemed to have been duly given:
- if delivered by courier or other messenger during the normal business hours of the recipient [, on signature of a delivery receipt];
  - if delivered by [fax or] email [and a successful confirmation of receipt is generated] during the normal business hours of the recipient or, if sent outside the recipient's normal business hours, at the time its normal business hours resume; or
  - if delivered by post, at 9.00 a.m.>> on the second Business Day after the date of posting, at the delivery time recorded by the relevant carrier, or, if mailed by first-class mail, postage prepaid [or by next business day delivery service].

- 36.4 For the purpose of Clause 36, “normal business hours” shall mean <<insert time, e.g., 5.00 p.m.>> to <<insert time, e.g., 5.00 p.m.>>, <<insert days>> on a day that is not a public or bank holiday.
37. **Dispute Resolution**
- 37.1 The Parties shall resolve any dispute arising out of or relating to this Agreement between their appointed representatives who have agreed to resolve such disputes.
- 37.2 [If negotiations under Clause 37.1 do not resolve the matter within 14 days of a written invitation to negotiate, the parties will attempt to resolve the matter in good faith through an agreed Alternative Dispute Resolution procedure.]
- 37.3 [If the matter under sub-Clause 37.2 does not resolve the matter within 14 days of the initiation of that procedure, or if either Party will not participate in the procedure, the dispute may be referred to arbitration.]
- 37.4 The seat of arbitration under sub-Clause 37.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration of the International Chamber of Commerce (ICC) as amended from time to time. In the event that the Parties are unable to agree on an arbitrator(s) or the Rules for Arbitration, either Party may, upon written request to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules of procedure.
- 37.5 Nothing in this Clause shall prohibit either Party or its affiliates from seeking interim or injunctive relief.
- 37.6 The decision and outcome of the final method of dispute resolution under Clause 37 shall [not] be final and binding on both Parties.
38. **Law and Jurisdiction**
- 38.1 This Agreement and any non-contractual matters and obligations arising out of or relating to it (whether or not (together with) shall be governed by, and construed in accordance with, the law of England and Wales.
- 38.2 Subject to Clause 37 (Dispute Resolution), any dispute, claim or controversy (whether or not (together with) shall fall within the jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the Service Provider by:  
<<Name and Title of the authorised signatory>>

\_\_\_\_\_  
Authorised Signatory

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



SIGNED for and on behalf of  
<<Name and Title of Client>>

\_\_\_\_\_  
Authorised Signatory

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

S  
A  
M  
P  
L  
E

S

## SCHEDULE 1

### The Services

#### Specification of Services

<<Insert a detailed description of the services to be provided by the Service Provider to the Client under this Agreement>>

#### Deliverables

<<Insert a detailed description of the deliverables to be provided by the Service Provider to the Client under this Agreement>>

#### Client Equipment

<<Insert a list of applicable Client Equipment>>

#### Client Materials

<<Insert a list of applicable Client Materials>>

#### Service Provider Equipment

<<insert a list of applicable Service Provider Equipment>>

#### Materials and Third Parties

<<Insert details of the materials and services to be procured by the Service Provider>>

A

M

P

L

E

S

## SCHEDULE 2

### Fees and Payment

#### Fees

<<Insert details of  
which the Fees are

eration of the Services including the method by

#### Payment Terms

<<Insert details of p

A

M

P

L

E

S

### SCHEDULE 3

#### **Mandatory Policies**

<<Insert a list of the (optionally) attach them to the Agreement>>

A

M

P

L

E

S

## SCHEDULE 4

### TUPE on Entry

#### 1. Definitions

1.1 In this Schedule, the following expressions have the following meanings:

“Effective Date” means the date of this Agreement;

“Employee” means those employees whose contracts of employment transfer to the Service Provider from the Client as at the Effective Date, specifically, those employees set out in Paragraph 3 of this Schedule;

“Employee Information” means, in respect of each Employee:

the identity and age of the Employee;

the particulars of employment which an employer is required to provide to the Employee under Section 1 of the Employment Rights Act 1996;

any information concerning any disciplinary action taken against the Employee and any grievances raised by the Employee, where a Code of Practice issued pursuant to Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating primarily or exclusively to the resolution of disputes or any other applicable code or statutory procedure applied, within the previous two years;

any information concerning any court or tribunal case, claim or action, either brought by the Employee against the Client within the previous two years or where the Client has reasonable grounds to believe that such an action may be brought against the Service Provider arising out of the Employee's employment with the Client; and

any information concerning any collective agreement which will have effect after the Effective Date in relation to the Employee pursuant to Regulation 5(a) of TUPE;

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*).

#### 2. TUPE on Entry

2.1 The Client warrants, and undertakes to the Service Provider that:

a) all the Employees are employed or engaged in the business;

A

M

P

L

E

- b) [redacted] has given or received any notice terminating [redacted] will be entitled to give such notice as a result of [redacted] of this Agreement;
- c) [redacted] terms of employment for all Employees (including [redacted] tives, bonuses, expenses, and other payments [redacted] nature payable other than the pension benefits of [redacted] ed in accordance with <<insert details>>) are set [redacted] his Schedule;
- d) [redacted] yment with any directors or employees of the [redacted] ntract for services with any individual) relating to [redacted] ot be terminated by three months' notice or less [redacted] the making of a payment in lieu of notice or a [redacted] compensation (with the exception of a statutory [redacted] or statutory compensation for unfair dismissal);
- e) [redacted] ne Employees (and, so far as is relevant to each [redacted] es who were previously engaged or employed in [redacted] vices), the Client has:
- [redacted] all obligations imposed upon it by the Articles of [redacted] ne Functioning of the European Union, European [redacted] Regulations and Directives and all statutes, [redacted] d codes of conduct relevant to the relations [redacted] its employees or between it and any recognised [redacted] appropriate representatives;
- [redacted] itable and adequate records relating to the [redacted] of its employees;
- [redacted] paid all holiday pay for periods of holiday taken [redacted] on 13 of the Working Time Regulations 1998 (S/ [redacted] accordance with Directive 2003/88/EC of the [redacted] amment and of the Council of 4 November 2003 [redacted] ects of the organisation of working time;
- [redacted] all collective agreements and customs practices [redacted] ing dealing with such relations or the conditions [redacted] employees; and
- [redacted] all relevant orders and awards made under any [redacted] g their conditions of service;
- f) [redacted] n involved in any industrial or trade dispute within [redacted] ber e.g., three>> years and, to the best of the [redacted] information, and belief, there exist no [redacted] y result in any industrial dispute involving any of [redacted] ne of the provisions of this Agreement, including [redacted] vice Provider, is likely to lead to any industrial
- g) [redacted] ents or arrangements outstanding to which the [redacted] ation to the Employees for profit sharing or for [redacted] oyee of bonuses or for incentive payments or
- h) [redacted] tered into any recognition agreement with any [redacted] to the Employees, nor has it done any act which [redacted] ecognition;

- i) applied with all recommendations made by the [redacted] and Arbitration Service in relation to the [redacted] complied with all awards and declarations made [redacted] on Committee in relation to the Employees;
- j) [redacted] nt, arrangement, scheme, or obligation (whether [redacted] e payment of any pensions, allowances, lump [redacted] enefits on redundancy, retirement, or death, or [redacted] ness or disablement for the benefit of any of the [redacted] employees employed or engaged in the provision [redacted] the benefit of any dependants of such persons;]
- k) [redacted] r in respect of any of the Employees (including [redacted] tional Insurance [,and pension contributions]) are [redacted];
- l) [redacted] other than in respect of contractual emoluments [redacted] employee and, at present, there is not a claim, [redacted] f affairs which may hereafter give rise to a claim [redacted] ing out of the employment of, or termination of [redacted] of the Employees for compensation for loss of [redacted] r otherwise, and whether under contract, statute, [redacted] se;
- m) [redacted] ded the Employee Liability Information to the [redacted] spect of each of the Employees, either in writing [redacted] le to the Service Provider in a readily accessible [redacted];
- n) [redacted] ty Information contains information as at a [redacted] not more than 14 days before the date on which [redacted] ty Information was provided to the Service [redacted];
- o) [redacted] the Service Provider in writing of any change to [redacted] Information made since the date on which it was [redacted];
- p) [redacted] Information was provided not less than 28 days [redacted] ate; [and]
- q) [redacted] eed to, and co-operated with, pre-transfer [redacted] nsferee in accordance with part IV of the Trade [redacted] ations (Consolidation) Act 1992, if required.]
- 2.2 The [redacted] Costs [redacted] by the Service Provider for and against all claims, [redacted] whatsoever and howsoever arising, incurred or [redacted] suffered [redacted] provider including all legal expenses and other [redacted] with any VAT payable thereon) with respect to:
- a) [redacted] n of the employment of any of the Employees;
- b) [redacted] mitted to be done in relation to any of the [redacted] med to have been done by the Service Provider [redacted];
- c) [redacted] ny time by any of the Client's employees other [redacted] who claim to have become an employee of, or [redacted] e Service Provider by virtue of TUPE ("Claims"); [redacted] costs, claims, expenses, and liabilities are not [redacted] any act or omission of the Service Provider.

- 2.3 The Service Provider shall, its employees, agents, and successors in title
- a) in connection with the Claims as the Service Provider request from time to time;
  - b) assistance and information reasonably requested by the Client free of charge, relating to the Claims in order to enable the Client to pursue the Claims;
  - c) in compliance with any obligations imposed by law, provide the Service Provider or its professional advisers access to all documents, records, or information held by the Client relating to the Claims;
  - d) make available to the Service Provider and/or its professional advisers and its members of staff from time to time as may be required by the Service Provider with the preparation of its defence to the Claims;
  - e) make available to the Service Provider and/or its professional advisers such employees as the Service Provider and/or its professional advisers may reasonably request to meet with the Service Provider and/or its legal advisers during normal working hours to discuss the Claims, attend trials, attend meetings with Counsel or attend any court hearing or trial in relation to the Claims, and as frequently as the Service Provider and/or its professional advisers may reasonably require;
  - f) provide such assistance as the Service Provider may reasonably request to ensure the due and timely prosecution of the Claims;
  - g) provide the Service Provider with or documents, information, access to relevant employees of the business in connection with the Claims, and the Client's party without first informing the Service Provider and without obtaining the Client's consent to any approval of such a request; and
  - h) waive legal professional privilege or any other privilege in relation to any of the documents or other information relating to the Claims in the Client's possession without first obtaining the Client's consent to such waiver, such consent not to be unreasonably withheld.
- 2.4 All salaries, wages, emoluments including holiday pay, taxation, and National Insurance contributions and contributions to retirement benefit schemes for the Service Provider's employees shall be borne by the Client up to and including the Effective Date and by the Service Provider with effect from the Effective Date.
- 2.5 The Service Provider shall indemnify the Client for and against all claims, damages, costs, expenses, losses, and whatsoever and howsoever arising, incurred or suffered by the Client, including all legal expenses and other professional fees (together with interest thereon) with respect to:
- a) the Service Provider to comply with its obligations under the Claims;
  - b) any action or defence to be done by the Service Provider with its employees whether before or after the Effective Date.



3. **List of Employees**

Employee Name	Benefit
<<Insert name>>	<<Insert details>>
<<Add more>>	

S  
A  
M  
P  
L  
E

S

## SCHEDULE 5

### Key Personnel

<<Insert details of the personnel to be assigned to the Project by the Service Provider under sub-Clause 4.3>>]

A

M

P

L

E

Service Provider's

<<Insert a copy of the Privacy Notice>>]

SCHEDULE 6

S

## MODULE 7

### Personal Data Protection

#### 1. Data Processing

##### Scope

<<Insert description of the processing to be carried out>>

##### Nature

<<Insert description of the processing to be carried out>>

##### Purpose

<<Insert description of the purpose for which the processing is to be carried out>>

##### Duration

<<Insert details of the duration of the processing>>

#### 2. Types of Person

<<List the types of person whose data is processed>>

#### 3. Categories of Data

<<List the categories of data>>

#### 4. Organisational and

<<Describe the organisational measures to be implemented as referenced in 14.6(b)>>]

#### Technical Measures

<<Describe the technical measures to be implemented as referenced in 14.6(b)>>]

M

P

L

E