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SUPPLY OF G

AGREEMENT

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Supplier>> [a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> (“the Supplier”)
- (2) <<Name of Customer>> [a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> (“the Customer”)

WHEREAS:

- (1) The Supplier supplies the Goods specified in Schedules 1 and 2 of this Agreement.
- (2) The Customer wishes to purchase the Services from the Supplier.
- (3) The Supplier is willing to supply the Services to the Customer on the terms 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:

“Business Day” means any day (other than Saturday or Sunday) on which the Supplier’s offices are open for their full range of services at <<insert location>>;

“Commencement Date” means <<insert date>>;

“Confidential Information” means information which is disclosed by either Party, information which is received by the other Party pursuant to this Agreement (whether orally or in writing, and whether or not the Supplier has been expressly stated to be confidential or

“Data Protection Legislation”

“Goods”

“Month”

“Quarter”

“Rejection Notice”

“Services”

“Specification”

“Term”

“Year”

1.2 Unless the context of

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similar mean

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legislation in force from time to
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ed EU law version of the General
ulation ((EU) 2016/679), as it
of England and Wales, Scotland,
by virtue of section 3 of the
hdrawal) Act 2018); the Data
(and regulations made
Privacy and Electronic
gulations 2003 as amended;

be supplied by the Supplier
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three months commencing on
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this Agreement and “Quarterly”
meaning;

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to be provided by the Supplier
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ween the Supplier and the
to time;

is Agreement as set out in Clause

elve months commencing on
each consecutive period of twelve
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reference in this Agreement to:

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1.2.5 a Clause or paragraph of this Agreement (other than the relevant paragraph of the relevant Schedule.

1.2.6 a "Party" or "parties" to this Agreement.

1.3 The headings used in this Agreement 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. Supply of Goods

2.1 Subject to the provisions of this Agreement, the Supplier shall accept orders from the Customer to supply Goods from the start of business on the Commencement Date.

2.2 Every order shall be placed with the Supplier not later than <<insert period, e.g. 1 Month, 1 Quarter etc.>> of the date of receipt of the order and the delivery date specified in each order.

2.3 During the continuance of this Agreement, the Supplier shall sell and the Customer shall purchase the Goods as may be ordered by the Customer in writing in accordance with Clause 2.4, subject to the terms of this Agreement.

2.4 The Customer shall place its order with the Supplier at the beginning of each <<insert period>> Business Days before the Supplier's order for the Goods. The Supplier shall, within <<insert period>> Business Days, give the Customer its order for the Goods. The order given during that <<insert interval, e.g. Month, Quarter etc.>>, shall be final, except that the Supplier may at its discretion amend or cancel its order to an order made by the Customer within <<insert period>> Business Days after the order is given.

2.5 Orders for the Goods shall be placed with the Customer to the Supplier in writing or, if given orally, shall be confirmed in writing by the Customer in writing not more than <<insert period>> Business Days after the order is given.

2.6 The Customer shall place its order with the Supplier in writing:

2.6.1 Its estimate for the Goods for each <<insert interval, e.g. Month, Quarter etc.>> shall be given to the Supplier not later than <<insert period>> prior to that <<insert period>>; and

2.6.2 Any revision to its estimate shall be given to the Supplier immediately after such revisions are made.

2.7 If the Customer's estimate or revised estimate (or it appears from any other source that the Customer's requirements will exceed) the capacity of the Supplier to supply the Goods, the Supplier shall notify the Customer:

2.7.1 The Supplier shall notify the Customer;

2.7.2 The Customer shall obtain from any other party such quantity of the Goods as the Supplier is unable to supply in accordance with the Customer's requirements;

2.7.3 That quantity of the Goods shall be supplied for the purposes only of sub-Clause 2.3 (and, therefore, the Supplier shall not be deemed to be in breach of this Agreement by failing to supply under that sub-Clause) to the Supplier, until such time as:

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2.7.3.1 The Supplier shall, within a reasonable time of the receipt of the Customer written notice (together with such other information as the Customer may reasonably require) to resume the supply of that quantity in accordance with the Customer's orders; and

Customer written notice (together with such other information as the Customer may reasonably require) to resume the supply of that quantity in accordance with the Customer's orders; and

2.7.3.2 The Supplier shall, within a reasonable time of the receipt of the Customer written notice (together with such other information as the Customer may reasonably require) to resume the supply of that quantity in accordance with the Customer's orders; and

reasonable time to terminate any contract it may have made with any other party.

2.8 The Supplier shall, within a reasonable time of the receipt of the Customer written notice (together with such other information as the Customer may reasonably require) to resume the supply of that quantity in accordance with the Customer's orders; and

breach of this Agreement where the Supplier is in breach of sub-Clause 2.7.1. The Supplier shall be liable for the Customer's inability or failure to obtain alternative goods from any other source. When the Supplier is unable to supply the Goods required by the Customer it shall notify the Customer as soon as reasonably practicable.

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3. Specification of the Goods

3.1 All Goods sold by the Supplier pursuant to this Agreement shall conform in all respects with the Specification; and the Customer shall be entitled to reject any Goods which do not conform with the Specification, subject to the provisions of Clause 5.

Customer pursuant to this Agreement shall conform in all respects with the Specification; and the Customer shall be entitled to reject any Goods which do not conform with the Specification, subject to the provisions of Clause 5.

3.2 [The Supplier shall ensure that the Specification of the Goods to be sold to the Customer is acceptable to both Parties, but the Supplier shall be obliged to agree to any change to the Specification requested by the Customer.]

Customer from time to time during the term of this Agreement to ensure that the Specification of the Goods to be sold to the Customer is acceptable to both Parties, but the Supplier shall be obliged to agree to any change to the Specification requested by the Customer.]

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4. [Manufacture] AND/OR [Source] of Goods

of Goods

4.1 The Supplier shall, within a reasonable time of the receipt of the Customer written notice (together with such other information as the Customer may reasonably require) to resume the supply of that quantity in accordance with the Customer's orders; and

avours to [manufacture] AND/OR [source] the Goods to fulfil its obligations under this Agreement.

4.2 The Supplier shall, within a reasonable time of the receipt of the Customer written notice (together with such other information as the Customer may reasonably require) to resume the supply of that quantity in accordance with the Customer's orders; and

endeavours to deliver each of the Goods specified in the relevant order or, where no date is specified in the order, within a reasonable time of the receipt of the order, but the time of delivery shall be of the essence and if, despite those endeavours, the Supplier is unable to deliver the Goods on the specified date, the Supplier shall be in breach of this Agreement unless the Customer has given the Supplier written notice requiring the delivery within that period.

4.3 The Supplier shall, within a reasonable time of the receipt of the Customer written notice (together with such other information as the Customer may reasonably require) to resume the supply of that quantity in accordance with the Customer's orders; and

best, arrange for suitable transport of the Goods at <<insert address>> to the Customer's premises or to such other location as the Customer may notify (from time to time) and arrange insurance for the transport and insurance shall be borne by the Customer.

4.4 Whether or not the Supplier is in breach of this Agreement, the Supplier shall be obliged to take place at the Supplier's

port pursuant to sub-Clause 4.3:

4.4.1 Delivery of the Goods shall be made at the Supplier's premises at

shall be made to take place at the Supplier's

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4.4.2 Risk in, and once they are

Goods shall pass to the Customer at the Supplier's premises.

5. Defective Goods

- 5.1 The Customer shall
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Notice to the Suppl
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- 5.2 If the Customer fails to accept any defect which is not apparent on inspection, the Goods shall be deemed to be in accordance in accordance with the order. The Customer shall be responsible for any question and the Seller shall not be liable for any loss to that delivery.

- 5.3 If the Customer gives Goods which are not within the period specified by the Customer:

- 5.3.1 Supply rep
Specification
breach of thi

- 5.3.2 Notify the Customer of the prejudice to the Customer's use of the Goods

- 5.4 Nothing in this Clause shall limit the liability of the Supplier under the Agreement for damages under Section 2 of the Act.

6. Provision of Services

- 6.1 With effect from the
Term of this Agree
Schedule 3.

- 6.2 The Supplier shall commensurate with relevant to Services

- 6.3 The Supplier shall adhere to the specification of Service by the Customer.

- 6.4 The Supplier shall be responsible for ensuring compliance with all applicable laws, regulations, byelaws, and standards relevant to the provision of the services.

- 6.5 [The Supplier may
Services, act on the
this Agreement but

- to be confirmed in writing from time to time.]
- 6.6 [The Supplier shall endeavour to accommodate any reasonable change may be requested by the Customer, subject to the Customer's payment of any related reasonable changes to the sums due that may result from such changes.]
7. **Customer's Obligations For the Provision of the Services**
- 7.1 The Customer shall provide all pertinent information to the Supplier for the Supplier's provision of the Services.
- 7.2 The Customer may give reasonable instructions to the Supplier in relation to the provision of the Services. Any such instructions should be in accordance with the specification of the Services provided in Schedule 4.
- 7.3 In the event that the Customer requires a decision, approval, consent or any other communication from a third party in order to continue with the provision of the Services or a variation thereof, the Customer shall provide the necessary information to the Supplier.
- 7.4 If any consents, licences or approvals are needed from any third parties such as local authorities, regulatory bodies or similar, it shall be the Customer's responsibility to obtain the same in advance of the provision of the Services.
- 7.5 If the nature of the Services requires that the Supplier has access to the Customer's premises, the Customer shall ensure that the Supplier has access to the same premises as required between the Supplier and the Customer as required for the provision of the Services.
- 7.6 Any delay in the provision of the Services or delay in complying with the provisions of this Clause 7 shall not be the responsibility of the Supplier resulting from the Customer's failure to comply with the provisions of this Clause 7 shall not be the responsibility of the Supplier.
8. **Fees, Payment and Records**
- 8.1 The sums due for the Goods shall be as set out in the Supplier's current price list from time to time attached price list in Schedule 4.
- 8.2 The Supplier shall review the prices for the Goods at the end of each <<insert period>>, or more frequently if and to the extent that the Supplier, in its sole discretion, considers an increase to be justified by any market conditions, increases of stock and/or from its own suppliers, and the Supplier shall notify the Customer of any such increase.
- 8.3 The price for the Goods shall include any costs of packaging, carriage and insurance of the Goods added to the sums due.
- 8.4 The sums due for the Services shall be those as set out in the Supplier's current price list from time to time attached price list in Schedule 5.
- 8.5 The Supplier shall review the fees for the Services at the end of each <<insert period>>.

- 8.6 The Supplier shall be responsible for the sums due for the Goods and/or Services to cover the sums due resulting from the Customer's instructions, information and any other sums due resulting from the Customer's
- 8.7 The Supplier shall pay the sums due by the <<insert day>> of each <<insert period, e.g. Month>> for the sums due in respect of all Goods and Services provided during the previous <<insert period, e.g. Month>>. The Customer shall pay the sums shown to be due by <<insert day>> to such bank account as the Supplier may from time to time specify within <<insert period>> Business Days from the date of the invoice submitted by the Supplier.
- 8.8 If either Party fails to pay the sums due on the due date any amount which is payable to the other Party on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to charge from the due date until payment is made in full a sum equal to the <<insert percentage>>% above the <<insert bank name>> and after any judgment; and
- 8.8.1 That amount shall be payable from the due date until payment is made in full
- 8.8.2 In the case of non-payment of the sums due and payable from the Customer, the Supplier shall suspend deliveries of the Goods and/or Services until the outstanding sum has been received by the Supplier.
9. **Confidentiality**
- 9.1 Each Party undertakes to keep confidential and not disclose, in writing or otherwise, any information provided by sub-Clause 9.2 or as authorised in writing by the other Party. It shall, at all times during the continuance of this Agreement and for a period of <<insert period>> years] after its termination:
- 9.1.1 keep confidential the information;
- 9.1.2 not disclose the information to any other party;
- 9.1.3 not use any information for any purpose other than as contemplated by the terms of this Agreement;
- 9.1.4 not make any disclosure in any way or part with possession of any Confidential Information;
- 9.1.5 ensure that any disclosure by its officers, employees, agents, sub-contractors or subcontractors shall not be a breach of any Confidential Information.
- 9.2 Either Party may:
- 9.2.1 disclose any Confidential Information to:
- 9.2.1.1 any subsidiary or associated company of that Party;
- 9.2.1.2 any government authority or regulatory body; or
- 9.2.1.3 any other person or body if that Party or of any of the parties or bodies;
- 9.2.2 to the extent necessary for the purposes of the Agreement as required by law. In each case the Supplier shall ensure that the party or body in question that the Confidential Information is not disclosed and (except where the Supplier is required to disclose under sub-Clause 9.2.1.2 or any

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10. Indemnity

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for which the disclosure is made;

any purpose, or disclose it to any
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use or disclosure, that Party must
tial Information which is not public

in force in accordance with their
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against all actions, proceedings,
damages howsoever arising, as a
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contractors):

property rights arising out of, or in
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amage to property arising out of, or
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all apply provided that:

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sole authority to defend or settle
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10.2.3 The Customer shall provide all reasonable information, access and assistance to the Supplier in connection with any such claims or proceedings at the Supplier's expense.

10.3 The Customer shall indemnify the Supplier against all actions, proceedings, claims, demands, damages howsoever arising, as a result of any claim made against the Customer or Supplier for the infringement of intellectual property rights arising out of, or in connection with, the Goods (or services) to the extent that such a claim is attributable to the use of any name, business identifier or trademark (registered or otherwise) or other identifier in relation to the Goods (or services) in any way differs from, is additional to, or in place of that supplied to the Customer by the Supplier.

10.4 The indemnity set out in 10.3 shall apply provided that:

10.4.1 The Supplier shall provide to the Customer of any claim or proceedings as soon as possible following receipt of it;

10.4.2 The Supplier shall provide a written assignment of liability, agreement or authorisation for sole authority to defend or settle the claim or proceedings at the Supplier's cost and expense; and

10.4.3 The Supplier shall provide all reasonable information, access and assistance to the Customer in connection with any such claims or proceedings at the Supplier's expense.

10.5 Notwithstanding the above, the Supplier may nevertheless settle or compromise any claim or proceedings (but subject to giving the Customer written notice of the terms of any such settlement) if it reasonably considers that failure to do so would be in any material way prejudicial to the Supplier's interests.

10.6 Notwithstanding the above, the Customer may nevertheless settle or compromise any claim or proceedings (but subject to giving the Supplier written notice of the terms of any such settlement) if it reasonably considers that failure to do so would be in any material way prejudicial to the Customer's interests.

10.7 Nothing in this Clause shall prevent either Party from mitigating losses that may be suffered by it as a result of any matters that may give rise to a claim or proceedings.

11. Limitation of Liability

11.1 This Clause 11 shall not limit or exclude the liability of the Parties (including employees, agents or subcontractors) to the Supplier for any claim or proceedings arising out of, or in connection with, any use made by the Customer of the Goods or Services, whether by negligent act or omission (including breach of statutory duty) arising out of or in connection with this Agreement.

11.2 Subject to sub-Clause 11.1, the Supplier shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty or misrepresentation, for any loss of profit, loss of goodwill, loss of business opportunity, [loss or corruption of any data or information,] or any other consequential damage or loss that may be suffered by the other as a result of or in connection with this Agreement.

all reasonable information, access and assistance to the Supplier in connection with any such claims or proceedings at the Supplier's expense.

against all actions, proceedings, claims, demands, damages howsoever arising, as a result of any claim made against the Customer or Supplier for the infringement of intellectual property rights arising out of, or in connection with, the Goods (or services) to the extent that such a claim is attributable to the use of any name, business identifier or trademark (registered or otherwise) or other identifier in relation to the Goods (or services) in any way differs from, is additional to, or in place of that supplied to the Customer by the Supplier.

shall apply provided that:

to the Customer of any claim or proceedings as soon as possible following receipt of it;

tion of liability, agreement or authorisation for sole authority to defend or settle the claim or proceedings at the Supplier's cost and expense; and

all reasonable information, access and assistance to the Customer in connection with any such claims or proceedings at the Supplier's expense.

ause 10.2.2, the Customer may nevertheless settle or compromise any claim or proceedings (but subject to giving the Supplier written notice of the terms of any such settlement) if it reasonably considers that failure to do so would be in any material way prejudicial to the Customer's interests.

ause 10.4.2, the Supplier may nevertheless settle or compromise any claim or proceedings (but subject to giving the Customer written notice of the terms of any such settlement) if it reasonably considers that failure to do so would be in any material way prejudicial to the Supplier's interests.

er Party's general duty at law to mitigate losses that may be suffered by it as a result of any matters that may give rise to a claim or proceedings.

l liability of the Parties (including employees, agents or subcontractors) to the Supplier for any claim or proceedings arising out of, or in connection with, any use made by the Customer of the Goods or Services, whether by negligent act or omission (including breach of statutory duty) arising out of or in connection with this Agreement.

shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty or misrepresentation, for any loss of profit, loss of goodwill, loss of business opportunity, [loss or corruption of any data or information,] or any other consequential damage or loss that may be suffered by the other as a result of or in connection with this Agreement.

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- 11.3 Nothing in this Agreement shall limit the liability of either Party to the other for fraud or fraudulent misrepresentation, for deliberate default or wilful misconduct, or for omissions arising out of negligence.
- 11.4 Nothing in this Agreement shall limit the liability of either Party to the other for breach of the terms of the Agreement or for breach of the Sale of Goods Act 1979 or for breach of the Consumer Protection Act 1987.
- 11.5 Nothing in this Agreement shall limit the liability of either Party under or in respect of the provisions of Clause 10.
- 11.6 Without prejudice to the liability of the Supplier under causes 11.2, 11.3 or 11.4, the total liability of the Supplier in connection with this Agreement (whether in contract, tort (including negligence), restitution, for breach of statutory duty or otherwise) shall be limited to £<<insert sum>> in respect of claims or omissions occurring in each Year.
- 11.7 Without prejudice to the liability of the Customer under causes 11.2, 11.3 or 11.4, the total liability of the Customer in connection with this Agreement (whether in contract, tort (including negligence), restitution, for breach of statutory duty or otherwise) shall be limited to £<<insert sum>> in respect of claims or omissions occurring in each Year.

12. Force Majeure

- 12.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations which may result from any cause that is beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, industrial action, civil unrest, fire, flood, terrorism, acts of war, governmental action or any other cause which is beyond the control of the Party.
- 12.2 [In the event that a Party cannot perform their obligations hereunder as a result of a continuous period of <<insert period>>, the other Party shall terminate this Agreement by written notice at the end of the period. In the event of such termination, the Parties shall agree to make payment for any and all Goods delivered and/or accepted up to the date of termination. Such payment shall not release the Parties from any prior contractual commitments entered into in reliance on this Agreement.]

13. Term and Termination

- 13.1 This Agreement shall commence on <<insert Commencement Date>> and shall continue for a period of <<insert term>> from that date, subject to the provisions of this Clause.
- 13.2 Either Party shall have the right to terminate the Agreement by giving not less than <<insert notice period>> written notice at any time prior to the expiry of the term specified in the Agreement. The Party giving notice may further extend this term by giving not less than <<insert notice period>> written notice at any time prior to the expiry of the term specified in the Agreement. The Party giving notice may further extend this term by giving not less than <<insert notice period>> written notice at any time prior to the expiry of the term specified in the Agreement.

13.3 Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> days written notice, which notice shall expire on or at any time after <<insert minimum term>> days after the date of giving of such notice.

13.4 Either Party may terminate this Agreement by giving written notice to the other Party.

13.4.1 any sum owed by the other Party under any of the provisions of this Agreement not paid within <<insert period>> Business Days after the date of payment;

13.4.2 the other Party shall, if it is capable of remedy, fails to remedy it within << 10 Days after being given written notice giving it the opportunity to remedy the breach and requiring it to be remedied;

13.4.3 an encumbrance on, or where the other Party is a company, a charge on, any of the property or assets of that other Party

13.4.4 the other Party is in a process of reorganisation, arrangement with its creditors or being a company under administration, or to an administration order (within the meaning of section 86);

13.4.5 the other Party, 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 a manner that the other Party does not effectively agree to be bound by or imposed on that other Party under this Agreement

13.4.6 anything and all the foregoing under the law of any jurisdiction or the law of any other Party;

13.4.7 that other Parties to cease, to carry on business; or

13.4.8 control of the persons not controlled by any person or connected persons not controlled by any other Party on the date of this Agreement. For the purposes of this Clause 13, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

13.5 For the purposes of [REDACTED] each shall be considered capable of remedy if the Parties [REDACTED] with the provision in question in all respects.

13.6 The rights to terminate or suspend the License granted by this Clause 13 shall not prejudice any other rights or remedies available to either Party in respect of the breach concerned (if any) or the breach of any other provision of this Agreement.

14. Effects of Termination

Upon the termination of this [REDACTED] on:

14.1 any sum owing by [REDACTED] under any of the provisions of this Agreement shall be [REDACTED] and payable;

14.2 all Clauses which, by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect:

14.3 termination shall not [REDACTED] right to damages or other remedy

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

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

- ferred to in Clause 9) immediately
any Confidential Information, and
any documents in its possession or
Confidential Information.

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Notice>> available from <<insert

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- subject”, “data controller”, “data
I have the meaning defined in the

- Supplier on behalf of the Customer
in accordance with the terms of the
Agreement entered into by the Parties on <<insert date>>

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- both comply with all applicable data Protection Legislation. This Clause obligations set out in the Data move or replace any of those

- legislation and for this Clause 16, the Supplier is the “Data Processor”.

- the, nature and purpose of the
ing are set out in Schedule 6.

- is in place all necessary consents for the transfer of personal data to the Data Processing Agreement.

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

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

- able technical and organisational Controller) to protect the personal ful processing, accidental loss,

- damage or potential harm, taking into account the current state of knowledge and the cost of implementing those measures shall be proportionate to the risks, taking into account the nature, scope, context, and the cost of implementing those measures are set out in Schedule 6;
- 16.6.3 Ensure that the Data Processor (whether or not it is a Data Controller) are contractually obliged to keep the personal data secure;
- 16.6.4 Not transfer the personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:
- 16.6.4.1 The Data Processor and/or the Data Processor has implemented suitable safeguards for the transfer of the personal data;
- 16.6.4.2 The Data Subjects have enforceable rights and remedies;
- 16.6.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection for any and all personal data so transferred;
- 16.6.4.4 The Data Processor complies with all reasonable requirements in advance by the Data Controller for the processing of the personal data;
- 16.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to requests from Data Subjects and in ensuring its compliance with the Data Protection Legislation with respect to impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);
- 16.6.6 Notify the Data Controller of a personal data breach;
- 16.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to which this Agreement unless it is required to retain the data by law; and
- 16.6.8 Maintain complete and accurate records of all processing activities and the measures implemented necessary to ensure compliance with Clause 16 and to allow for audits by the Data Controller or any other person designated by the Data Controller.
- 16.7 [The Data Processor shall comply with any of its obligations with respect to the processing of personal data under this Clause 16.]
- c) OR**
- 16.8 [The Data Processor shall not transfer any of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 16 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). If the Data Processor appoints a sub-contractor, the sub-contractor, which shall be subject to the same obligations as are imposed upon the sub-contractor, which shall be subject to the same obligations as are imposed upon the Data Processor.
- 16.8.1 Enter into a contract with the sub-contractor, which shall be subject to the same obligations as are imposed upon the Data Processor.

- upon the Data Controller to ensure that the Data Processor complies with its obligations; and
- 16.8.2 Ensure that the Data Processor complies with its obligations under the Agreement that agree to the terms of the Agreement.
- 16.9 Either Party may, at any time, terminate the Agreement by giving the other Party notice, alternative to the notice period, of the termination of the Agreement. Such termination shall be subject to the terms of the Agreement.]]
17. **No Waiver**
- No failure or delay by either Party in the performance of its obligations shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any other provision of this Agreement.
18. **Further Assurance**
- Each Party shall execute all such deeds, documents and things as may be necessary to carry out the terms of this Agreement into full force and effect.
19. **Costs**
- Subject to any provisions to the contrary, each Party shall bear its own costs of and incidental to the preparation, execution and carrying out of this Agreement.
20. **Set-Off**
- Neither Party shall be entitled to set off or sums received in respect of this Agreement at any time.
21. **Assignment and Sub-Contracting**
- 21.1 [Subject to sub-Clause 21.2, neither Party may assign or sub-licence (in whole or in part) any of its rights hereunder, or any of its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.
- 21.2 [[Subject to the provisions of this Agreement, the Supplier shall be entitled to perform its obligations hereunder through any other qualified and skilled sub-contractors. Any act or omission of any such sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Supplier.]

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use 16 and which shall permit both the Data Controller to enforce those

lies fully with its obligations under the Data Protection Legislation.]

st <<insert period, e.g. 30 calendar days>> notice, alternative to the notice period, of the termination of the Agreement. Such termination shall be subject to the terms of the Agreement.]]

of its rights under this Agreement shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any other provision of this Agreement.

deeds, documents and things as may be necessary to carry out the terms of this Agreement into full force and effect.

ty to this Agreement shall pay its own costs of and incidental to the preparation, execution and carrying out of this Agreement.

n any manner from payments due in respect of this Agreement or any other provision of this Agreement.

ment is personal to the Parties. Neither Party may assign or sub-licence (in whole or in part) any of its rights hereunder, or any of its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

the] OR [The] Supplier shall be entitled to perform its obligations hereunder through any other qualified and skilled sub-contractors. Any act or omission of any such sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Supplier.]

22. **Relationship of the Parties**

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly stated herein.

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly stated herein.

23. **Non-Solicitation**

23.1 Neither Party shall, for a period of <<insert period>> after its termination, employ or contract the services of any person who is or was previously engaged by the other Party at any time in relation to this Agreement without the express written consent of that Party].

23.1 Neither Party shall, for a period of <<insert period>> after its termination, employ or contract the services of any person who is or was previously engaged by the other Party at any time in relation to this Agreement without the express written consent of that Party].

23.2 Neither Party shall, for a period of <<insert period>> after its termination, solicit or entice away from the other Party any customer or client whose solicitation or enticement would cause damage to the other Party [without the express written consent of that Party].

23.2 Neither Party shall, for a period of <<insert period>> after its termination, solicit or entice away from the other Party any customer or client whose solicitation or enticement would cause damage to the other Party [without the express written consent of that Party].

24. **Third Party Rights**

No part of this Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly stated herein.

No part of this Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly stated herein.

25. **Notices**

25.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the duly authorised officer of the Party giving the notice.

25.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the duly authorised officer of the Party giving the notice.

25.2 Notices shall be deemed to have been given:

25.2 Notices shall be deemed to have been given:

25.2.1 when delivered by hand to the registered office of the recipient;

25.2.1 when delivered by hand to the registered office of the recipient;

25.2.2 when sent, by email or e-mail and a successful transmission is generated; or

25.2.2 when sent, by email or e-mail and a successful transmission is generated; or

25.2.3 on the fifth business day after the date of the ordinary mailing, if mailed by national post; or

25.2.3 on the fifth business day after the date of the ordinary mailing, if mailed by national post; or

25.2.4 on the tenth business day after the date of the postage prepaid mailing, if mailed by airmail, or

25.2.4 on the tenth business day after the date of the postage prepaid mailing, if mailed by airmail, or

d) In each case, the address shall be the most recent address, e-mail address, or facsimile address, of the Party giving the notice.

d) In each case, the address shall be the most recent address, e-mail address, or facsimile address, of the Party giving the notice.

26. **Entire Agreement**

26.1 [Subject to the provisions of the entire agreement, this Agreement may not be modified or amended in writing signed by the duly authorised representatives of the Parties.]

26.1 [Subject to the provisions of the entire agreement, this Agreement may not be modified or amended in writing signed by the duly authorised representatives of the Parties.]

26.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, or other provision (made or not made in writing) of the other Party.

26.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, or other provision (made or not made in writing) of the other Party.

innocently or negligently provided in this Agreement.

27. **Counterparts**

This Agreement may be executed in any number of counterparts and by the Parties to it on separate occasions. When so executed and delivered, each shall be an original, but all of them together shall constitute one and the same instrument.

28. **Severance**

In the event that one or more provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of this Agreement shall be valid and enforceable.

29. **Dispute Resolution**

29.1 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 settle the dispute.

29.2 [If negotiations under this clause do not resolve the matter within <<insert period>> of the date of the last attempt to negotiate, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.]

29.3 [If the ADR procedure under 29.2 does not resolve the matter within <<insert period>> of the date of the last attempt to negotiate, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]

29.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of Rules 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.

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

29.6 The Parties hereby agree that the award and outcome of the final method of dispute resolution under this clause [not] be final and binding on both Parties.

30. **Law and Jurisdiction**

30.1 This Agreement (including any dispute arising out of or associated with it) shall be governed by, and construed in accordance with, the law of England and Wales.

Subject to the provisions of Clause 29.6, the Parties agree that any controversy, proceedings or claim arising out of or in connection with this Agreement, or any non-contractual matters and

obligations arising therefrom or a
courts of England and Wales.

ll fall within the jurisdiction of the

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Authorised Signature

Date: _____

SIGNED for and on behalf of the C
<<Name and Title of person signing

Authorised Signature

Date: _____

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1. Data Processing

Scope

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

Nature

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

Purpose

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

Duration

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

2. Types of Personal Data

<<List the types of personal data to be processed>>.

3. Categories of Data Subject

<<List the categories of data subject>>.

4. Organisational and Technical Measures

<<Describe the organisational and technical measures to be implemented as referenced in 16.6.2>>.

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