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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 orders in force at the time in force applicable to the Client, 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”

the hours, e.g., 9:00 a.m.>> to <<insert time>> on a Business Day;

[“Change Order”

any written instruction issued pursuant to Clause 7 of this Agreement setting out proposed changes to the scope of the Services, the effect of such changes on the Client’s use of Services, the provision of the Services, and the terms of this Agreement;]

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“Client Equipment” means any and all equipment including computer hardware, systems, <<insert relevant examples>> provided 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;

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“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 shall have the authority to legally bind the Client in respect of all aspects of the Services;

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“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 otherwise as such);

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[“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 Data Protection Act 2018 (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies as 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 thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;]

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“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];

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“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”

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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 subsisting in 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;

“IP Claim”

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);

[“Key Personnel”

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

“Mandatory”

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

“Services”

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;

[“Service Provider Equipment”

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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;]

“Service Provider Representative”

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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

“Term”

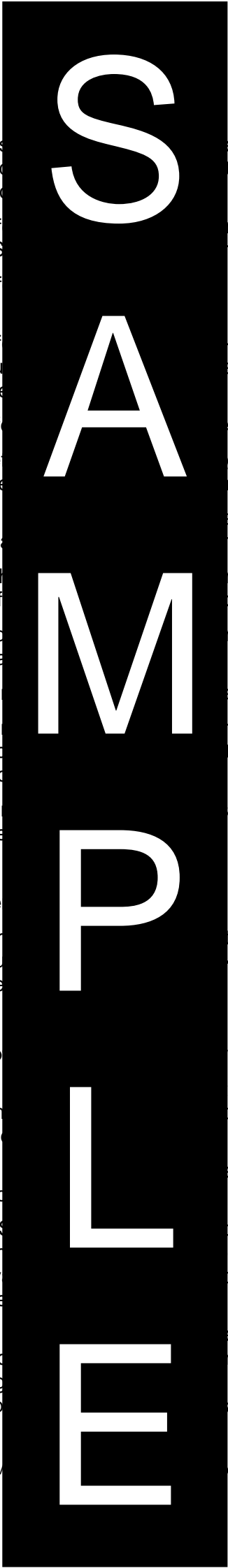
is the term of this Agreement, as set out in Clause 2 (Commencement and Duration) (unless and otherwise terminated in accordance with the provisions of Clause 19 (Termination)).

1.2 Any reference to any document

and any similar expression, includes a reference to any document by fax or email.

1.3 Unless otherwise referred to in this Agreement, a reference to any legislation or a provision thereof is a reference to that legislation or provision as amended or re-enacted from time to time.

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- 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 supplemented at the relevant time.
- 1.6 A reference to "a schedule to this Agreement" and all schedules formed part of 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 sub-clause (other than the Schedules) or a paragraph of the Agreement.
- 1.8 A reference to "Parties" refer to the parties to this Agreement.
- 1.9 A reference to "an 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 do that thing to be done.
- 1.11 The headings to 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 whether or not the same have a separate legal personality.
- 1.15 References shall include companies, corporations, or other bodies and wherever incorporated or established.

2. Commencement

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

3. Provision of Services

3.1 Service Provider's Obligations

- 3.1 With effect from <<insert 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 care and are free from defects in workmanship and materials, standards, and techniques employed in their preparation and the Deliverables shall be of high quality and

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free f... ship, installation, and design (as applicable).

3.5 The S... ensure that all Deliverables are fit for any purpose
expre... known by the Client to the Service Provider.

3.6 The S... act in accordance with all reasonable instructions
given... erate with the Client with respect to the provision
of the...

3.7 [In th... s or consents are required to enable the Service
Provi... vices [and/or to [install and] use any required
Servi...], the Service Provider shall obtain the same
befor... provision of the Services is due to begin (as set
out in... shall maintain the same to the extent required for
the p... [and/or use of the Service Provider Equipment]
throu...

3.8 The S... use any Client Materials provided by the Client
from... extent reasonably necessary for and only for the
purpo... the Services [and only in accordance with the
Clie... and instructions]. The Service Provider shall hold
any a... safe custody, at its own risk, and shall maintain
the s... The Service Provider shall return or dispose of
Clie... sion at the Client's option and on the Client's
writte...

3.9 The S... use any Client Equipment provided (or made
availa... n time to time only to the extent reasonably
nece... e purposes of the provision of the Services [and
only i... Client's written authorisation and instructions]. The
Servi... all such Client Equipment with care and in
acco... e at all times. The Service provider shall return
Clie... sion on the Client's written instruction.

3.10 In the S... provides access to the Client's Premises and any
othe... agreed upon by the Parties [or as otherwise
reaso... ne to time by the Service Provider] to enable the
Servi... he Services, the Service Provider shall use the
same... nably necessary for and only for the purposes of
the p... es and only in accordance with any written
autho... and (as further stated in sub-Clause 12.1(c)) all
appli... rules and regulations and security requirements
in pla... es and other such facilities.

4. **Service Provider and Personnel**

4.1 The S... representative is <<insert name and contact
detai... iver shall ensure that the Service Provider's
Repr... rity to legally bind the Service Provider in respect
of al... s [(including, but not limited to, the signing of
Chan... Clause 7 (Change Orders)].

4.2 The S... ensure that any and all of its personnel involved in
the p... are suitably skilled, qualified, and experienced to
perfo... vices to which they are assigned by the Service
Provi...

4.3 [The S... appoint the Key Personnel set out in Schedule 5.
The S... only] use the Key Personnel for the provision of

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the S... work... re that at least <<insert percentage>>% of their... to the provision of the Services].

4.4 In the... aware... inform... provi... for the... personnel are absent, or the Service Provider is... such absence, the Service Provider shall... [writing] and, if required to do so by the Client, ... with suitable skills, qualifications, and experience... e.

4.5 In the... any... chan... [the... prior... with... Provider [wishes to] AND/OR [needs to] change... Service Provider shall notify the Client of any such... [insert period>> written notice of the change] OR... not make any such change without the Client's... change, such approval not to be unreasonably

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5. Client's Obligations

5.1 The C... a) ... reasonably required by the Service Provider to... provider to provide the Services;

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b) ... materials that are agreed upon by the Parties [or as... required from time to time by the Service... with any necessary written authorisation and... to the Client Materials, to enable the Service... 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

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d) ... ss to and availability of and use of the Client's... ner facilities or resources that is or are agreed... or as otherwise reasonably required from time to... ovider] to enable the Service Provider to provide... ll inform the Service Provider of any applicable... s and regulations and security requirements.

5.2 The C... Provi... such... in Sc... time issue reasonable instructions to the Service... Service Provider's provision of the Services. Any... npatible with the specification of Services set out

5.3 In the... autho... with... shall... Provider requires the decision, approval, consent, ... mmunication from the Client in order to continue... ices (or any part thereof) at any time, the Client... easonable and timely manner.

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5.4 [In the... Provi... Servi... on w... Claus... provi... throu... 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]

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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.]

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6. **Client's Rep**
The Client's ensure that respect of a Change Ordert name and contact details>>. The Client shall ive has the authority to legally bind the Client in es [(including, but not limited to, the signing of 7 (Change Orders)].

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7. **[Change Or**
7.1 Either propose changes to the Services, provided that no cl until a Change Order setting out that change is agree both Parties.
7.2 In the wishes to propose a change to the Services, it shall notify writing, providing as much detail as is reasonably neede the Service Provider to draft a Change Order.
7.3 If the es a notice from the Client under sub-Clause 7.2, the S the Client with a draft Change Order within 5 Business Days of receipt.
7.4 In the e Provider wishes to propose a change to the Servi ft Change Order to the Client.
7.5 In the the Services is necessary in order to comply with [safe requirements, the Service Provider shall submit a dra Client. In such cases, provided that the proposed chan signature, scope, or price of the Services, the Client shall ld their consent.
7.6 When Change Order, each Party shall sign the Change Order and c all be deemed amended effective from the time er has been signed by both Parties.
7.7 When ee on a Change Order, or if for any reason the Servi vide a draft Change Order to the Client, either Party greement or failure for dispute resolution in the set out in Clause 37 (Dispute Resolution).]

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8. **Fees and Pa**
8.1 The s to the Service Provider, in consideration of the provi ordance with the provisions of this Clause 8 and Sche

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8.2 The following costs, which shall be invoiced to the Client are:

a) , subsistence, and other such expenses incurred aged by the Service Provider for the provision of to the Client's prior written approval where any

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

- b) ...y services procured by the Service Provider for ... services (as set out in Schedule 1 or as otherwise ... t's prior written approval from time to time).

[Such ... rred and will only be invoiced to and payable by ... they are reasonably and necessarily incurred for ... services.]

8.3 The ... voice the Client for the Fees and any sums due ... <<insert interval>> basis in accordance with the ... provi

8.4 All pa ... made by either Party pursuant to this Agreement ... shall ... period>> of receipt of the relevant invoice unless ... that i ... d faith in accordance with sub-Clause 8.6.

8.5 All pa ... made pursuant to this Agreement shall be made ... in << ... eared funds to a bank account of the receiving ... Party ... that Party.

8.6 If the ... ce and reasonably believes that it is incorrect, it ... may ... od faith as follows:

- a) ... y the Service Provider in writing as soon as ... nd practicable;

- b) ... e deemed to be in breach of this Agreement for ... ted sums while such a dispute is ongoing;

- c) ... y sum which is not in dispute by the due date for

- d) ... n of the dispute, the Client shall pay the sum ... parties including any interest charged on that sum ... er, as calculated in accordance with sub-Clause ... ue date for payment);

- e) ... ervice Provider is required to refund any sums to ... shall be added to such sums, as calculated in ... Clause 8.7; and

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

8.7 Witho ... use 19.1(a) (termination for late payment), any ... sums ... y the due date for payment under this Agreement ... shall ... basis at a rate of <<insert percentage>>% per ... annu ... of the Bank of England from time to time, or at ... <<ins ... annum for any period during which that base rate ... is be ... ate for payment until payment is made in full of ... any s ... whether before or after judgment.

9. **Records and**

Each Party s

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9.1 keep necessary records, such records and books of account as are necessary to determine the amount of any sums payable pursuant to this Agreement shall be calculated;

9.2 at the request of the other Party (and during normal Business Hours) its [agent] OR [professional advisers] (on not less than 5 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 records required and to the extent that the same relate to the records required 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 30 days of 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 that <<insert interval>>.

10. Intellectual Property

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10.1 The Client (and its licensors) shall retain ownership of the Intellectual Property Rights subsisting in any and all Client Materials.

10.2 The Client hereby grants to the Service Provider a non-exclusive, fully paid-for, non-transferable, [non-sub-licensable] licence to use, copy, and modify 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] shall retain the ownership of Intellectual Property Rights

a) [The Client] (and, where applicable, its licensors) shall retain ownership of the Intellectual Property Rights subsisting in the Deliverables to the extent that any Client Materials are incorporated into the Deliverables; [and]

b) [The Client] hereby grants to the Client a non-exclusive, fully paid-for, [non-transferable,] [non-sub-licensable,] [non-licensable] licence] OR [licence for the Term of this Agreement] 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 Client] grants to the Client the right to sub-licence the rights to use, copy, and modify 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 incorporated into the Deliverables.]

OR

10.3 [The Client] shall retain the ownership of Intellectual Property Rights

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

b) hereby waives (and shall obtain waivers of, as appropriate) 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) 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 to ensure that all right, title, and interest in the Intellectual Property Rights assigned to the Client hereunder are vested in the Client. [The Client shall not be liable for any loss or damage suffered by the Service Provider.]

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, losses, or damages (including, but not limited to, reasonable legal costs incurred or 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 other Deliverables)).

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; and

b) advise 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, to the extent 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 payable by the Client in agreement of the Service Provider, such as legal costs, which are not unreasonably withheld.

11. Confidentiality

11.1 Each Party shall keep confidential and shall not disclose to any third party, except as provided by sub-Clause 11.2 or as otherwise authorised in writing by the other Party (such authorisation not to be construed as an assignment), all, at all times during the Term of this Agreement and for a period of five (5) years after its termination or expiry:

a) Confidential Information;

b) Confidential Information to any other party;

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- c) Confidential Information for any purpose other than as agreed; and
- d) (b) 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 Clause 11.1, either Party may disclose any Confidential Information to:

- a) its subsidiaries, agents, subcontractors, franchisees, joint ventures, associates, substitutes, or suppliers;
- b) any governmental authority or regulatory body; [or]
- c) any third parties if required>>; or]
- d) any officer or employee 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 or 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 Confidential Information shall remain confidential 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 disclose that Confidential Information which is not public knowledge to any third party.

11.6 The provisions of Clause 11 shall continue in force in accordance with the terms of the termination or expiry of this Agreement for any reason.

12. Law and Policy

12.1 The Service Provider shall, at all times and at its own expense when performing its obligations under this Agreement:

- a) comply with applicable Laws;
- b) implement applicable Mandatory Policies; and
- c) comply with applicable health and safety rules and regulations and standards in place at the Client's Premises and any other locations where the Service Provider has access that is or are agreed to by the Client or as otherwise reasonably required from time to time by the Client or the 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 Service Provider shall, upon receipt of written notice to the Service Provider, comply with the Client's Mandatory Policies.

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12.4 [In the event that the Service Provider is required to comply with the Applicable Laws or Mandatory Policies, Clause 7 (Change Orders) shall apply, and the Service Provider shall submit the required Change Order to the Client as set out in Clause 7.

13. **Data Protection**

The Service Provider shall protect the Client's personal data as set out in the Service Provider's Data Protection Policy (insert name, e.g., Privacy Notice>> [attached as Schedule 6] (insert location(s)>>).

14. **[Data Processing]**

[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 Protection Policy (insert name, e.g., Privacy Notice>> [attached as Schedule 6] by the Parties on <<insert date>> [pursuant to this Agreement].

OR

14.1 [In the event that the Service Provider is required to comply with the Applicable Laws or Mandatory Policies, Clause 7 (Change Orders) shall apply, and the Service Provider shall submit the required Change Order to the Client as set out in Clause 7. For the purposes of this Clause 14, the terms "personal data", "processing", "data subject", "personal data breach" shall have the meanings ascribed in the UK GDPR, and the terms "Data Processor" and "Data Controller" shall have the same meanings as "processor" and "controller" respectively in the UK GDPR. The term "domestic law" means the law of the United Kingdom.

14.2 The Service Provider and the Client shall both comply with all applicable data protection laws, including but not limited to the Data Protection Legislation. This Clause 14 shall not limit the Client's obligations under the Data Protection Legislation. The Service Provider 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 Service Provider shall process personal data for the purpose of the processing; the duration of the processing; the categories of personal data; and the category or categories of personal data as set out in Schedule 7.

14.5 The Service Provider shall, without prejudice to the generality of sub-Clause 14.2), obtain all necessary consents and notices required for the transfer of personal data to] **AND/OR** [the lawful basis for the processing of] the Data Processor for the purposes described in Schedule 7 and for the duration thereof.

14.6 The Service Provider shall, without prejudice to the generality of sub-Clause 14.2), obtain all necessary consents and notices required for the transfer of personal data to] the Data Processor for the purposes described in Schedule 7 and for the duration thereof.

a) The Service Provider shall process personal data only on the written documented instructions of the Client, unless the Data Processor is otherwise required to process personal data by domestic law. The Data Processor shall consult the Data Controller before carrying out such instructions, unless prohibited from doing so by that law;

b) The Service Provider shall place appropriate technical and organisational measures (as determined by the Data Controller) to protect the personal data processed by it in relation to its obligations under this Agreement:

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used or unlawful processing, accidental loss, or destruction. Such measures shall be appropriate and proportionate to the potential harm resulting from such events and to the nature and context of the personal data and processing operations. Measures shall account the current state of the art in technology and the risks of implementing those measures. Measures to be taken shall be:

c) all persons with access to the personal data (including IT staff for administrative purposes or otherwise) are contractually bound to keep personal data confidential;

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d) personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:

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1) The Data Controller and/or the Data Processor has/have implemented appropriate safeguards for the transfer of personal data;

2) Data subjects have enforceable rights and effective remedies;

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; and

4) The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data;

e) The Data Processor, 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, breach notifications, and consultations with relevant supervisory or other applicable regulatory authorities (including, but not limited to, the Information Commissioner's Office);

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f) The Data Processor, upon request by the Data Controller, shall return to the Data Controller without undue delay of any personal data processed by the Data Processor of which the Data Controller becomes aware;

g) Upon receipt of the Data Controller's written instruction, delete (or otherwise destroy) all personal data and any and all copies thereof to be deleted, and terminate or expiry of this Agreement unless it is otherwise provided for by the personal data by domestic law; [and]

h) The Data Processor shall maintain accurate records of all processing activities and the technical and organizational measures implemented necessary to comply with this Clause 14 and to allow for audits, inspections and investigations by the Data Controller and/or any party acting on behalf of the Data Controller. The Data Processor shall inform the Data Controller immediately if, in its opinion, any instruction infringes applicable data protection legislation[.] OR [and]

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i) The Data Controller shall be held harmless against any loss or damage suffered by the Data Controller as a result of any breach by the Data Processor of any of the obligations set out in this Clause 14.]

14.7 [The Data Controller shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 14.]

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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 perform 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 other processor complies fully with its obligations under applicable data protection legislation; and
- c) remain liable to the Data Controller for the performance of that processor's obligations and the acts or omissions thereof.]

14.8 [Either the Service Provider shall, and on at least <<insert period, e.g., 30 calendar days>> after the end of this Clause 14, replacing it with any applicable terms or similar terms adopted by the Information Commissioner's Office as part of an applicable certification scheme. Such terms shall replace this Clause 14 by attachment to this Agreement.]

15. **[TUPE on Exit]**
Upon the expiry of this 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 the end of or expiry]:

16.1 take out and maintain professional indemnity and public liability insurance with a reputable insurer, providing a minimum cover of [£<<insert sum>> per annum] OR [£<<insert sum>> and £<<insert sum>> per annum] for 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 supply 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 its insurance (including any insurance), the Service Provider has obtained cover to its own liability for individual claims that do not exceed the limits to, and exclusions of, liability in this Clause. The Service Provider shall be responsible for making its own arrangements for the recovery of any excess loss.

17.2 Reference in this Clause to "liability" shall include every liability arising under this Agreement including, but not limited to, liability in negligence), breach of statutory duty,

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- misre 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 (but not 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 limit or exclude the Service Provider's liability under the Agreement under:
- a) Intellectual Property Rights indemnity); [or]
 - b) data processing indemnity); [or]]
 - c) Regulation 4 (TUPE on exit);]
- Liabilities arising shall be unlimited.
- 17.7 Subject to the limitations and exclusions of liability in respect of clause 17.6 (liabilities under specific clauses), the Service Provider shall be liable to the Client 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, up to the sum of £<<insert sum>>.
- 17.8 Subject to the limitations and exclusions of liability in respect of clause 17.6 (liabilities under specific clauses), the Client shall be liable 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, up to the sum of £<<insert sum>>.
- 17.9 The Service Provider's liability set out in sub-Clause 17.7 shall not be limited to be paid or awarded in accordance with:
- a) Intellectual Property Rights indemnity); [or]
 - b) data processing indemnity); [or]]
 - c) Regulation 4 (TUPE on exit);]
- Liabilities arising shall be unlimited.
- 17.10 The Client's liability set out in sub-Clause 17.8 shall not be limited to be paid or awarded in accordance with:
- a) Intellectual Property Rights indemnity); [or]
 - b) data processing indemnity); [or]]
 - c) Regulation 4 (TUPE on exit);]
- Liabilities arising shall be unlimited.

reduced by any court or arbitrator using their statutory or powers of discretion in relation to the costs of proceedings or interest for late payment.

17.11 Subject to Clause 17.12 (liabilities which cannot be limited or excluded by law), the Parties agree that the Service Provider shall not be liable for any loss or damage suffered by the Client or any third party under or in relation to this Agreement for any such loss or damage, whether directly or indirectly, or whether immediately or otherwise, arising from or in connection with the performance of the Services, including but not limited to:

- a) loss of data or information;
- b) loss of contracts;
- c) loss of opportunity;
- d) loss of profits;
- e) loss of business;
- f) loss of goodwill; or
- g) loss of intellectual property rights, including but not limited to software; or
- h) loss of reputation; or
- i) loss of any other intangible asset.

17.12 Notwithstanding Clause 17.11 (categories of loss which are excluded), but subject to Clause 17.13 (limit on the Service Provider's liability) and sub-Clause 17.14 (Client's liability), the following categories of loss are not excluded:

- a) loss of revenue or profit suffered by the Client under this Agreement in connection with the performance of the Services which is or are not provided in accordance with the terms of this Agreement;
- b) loss of revenue or profit suffered 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, the cost of procurement and personnel time, consultancy costs, and equipment costs; and
- c) loss of revenue or profit suffered by the Client which arise out of or in connection with the performance of the Services, including but not limited to, a penalty, fine, action, investigation, or other proceedings brought by a third party against the Client resulting from any act or omission of the Service Provider.

17.13 [In the event that a loss or damage falls into one or more of the categories of loss set out in Clause 17.11 (categories of loss which are excluded) and also falls into one or more of the categories of loss set out in sub-Clause 17.12 (categories of loss which are not excluded), that loss shall not be excluded.]

17.14 Subject to Clause 17.11 (liabilities which cannot be limited or excluded by law), the Client's rights under this Agreement shall be in addition to and not exclusive of, any common law rights or remedies available to the Client.

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18. **Force Majeure**

18.1 For the purposes of this Agreement, "Force Majeure Event" means, in relation to either Party, any circumstances beyond that Party's reasonable control which include, but are not limited to, [any strike, lockout, or other form of industrial action;] [any shortage of raw materials;] [lack of, interruption to, or failure of, or lack of available facilities;] [non-performance by a supplier;] [collapse of buildings, fire, explosion, accident, or other natural or man-made event;] [war, civil commotion or riots, war, civil war, threat of armed conflict, imposition of sanctions, embargo, or other international relations; nuclear, chemical, or biological contamination;] [or] any law or action taken by a government or authority, but not limited to, imposing an export or import restriction on [Party], or failing to grant a necessary licence or permit 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 affected Party shall notify the other Party as soon as reasonably possible in writing, detailing 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 Clause 18.2, neither Party shall be deemed to have breached this Agreement or shall otherwise be liable to the other by reason of its non-performance or non-performance of any of its obligations under this Agreement to the extent that performance of that obligation is 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 performance of either Party of any of its obligations under this Agreement is prevented, or delayed by a Force Majeure Event for a period of <<insert period>>, [the Parties shall enter into negotiations in good faith in order to view to alleviating its effects, or to agreeing upon such terms and conditions as may be fair and reasonable] **OR** [the other Party shall have the right to 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.

a) If a Party fails to pay any sum due under this Agreement when such sum is due, and such sum remains outstanding for at least 30 days after receiving written notification from the other Party;

b) If a Party admits a material breach of any term of this Agreement (such breach is capable of remedy) does not remedy such breach within <<insert period>> days after receiving written notice from the other Party to do so;

c) If a Party ceases to, or does, suspend payment of its debts as a result of insolvency, or that it is unable to pay its debts, or (being a

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ability partnership) is deemed unable to pay its debts as defined in section 123 of the Insolvency Act 1986 (as amended) in those words "it is proved to the satisfaction of the court that the company or partnership is unable to pay its debts or as having no reasonable prospect of being able to do so", or (being an individual) is deemed unable to pay its debts or as having no reasonable prospect of being able to do so, in either case, within the meaning of section 123 of the Insolvency Act 1986, or (being a partnership) has no reasonable prospect of being able to do so; any of the foregoing applies;

d)

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negotiations with any class or all of its creditors or proposes any arrangement or compromise with any of its creditors or enters into the agreement (being a company) solely for the purpose of a reconstruction or amalgamation of that other Party with one or more other companies or for the solvent reconstruction of that other Party;

e)

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applies to the court for, or obtains, a moratorium under section 123 of the Insolvency Act 1986;

f)

notice is given, a resolution is passed, or an order is made (in connection with the winding up of the other Party, limited liability partnership, or a partnership) for the purpose of a scheme for the solvent reconstruction of that other Party with one or more other companies or for the reconstruction of that Party;

g)

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an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed, over the other Party, limited liability partnership, or a partnership);

h)

floating charge over the assets of that other Party (being a company or limited liability partnership) has become enforceable, or a receiver has been appointed, an administrative receiver;

i)

is entitled to appoint a receiver over any or all of the assets of that other Party, or a receiver is appointed over all or any of the assets of that other Party;

j)

that other Party (being an individual) is the subject of a bankruptcy order;

k)

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creditor of the other Party attaches or takes possession of, or enforces a distress, execution, sequestration, or other such process against, the whole or part of the assets of that other Party and such attachment or process is not withdrawn within a prescribed period>> days;

l)

proceeding is taken, with respect to the other Party, in connection with the winding up of that other Party to which it is subject, that has a similar effect to any of the proceedings set out above in sub-Clauses 19.1(c) to (k)

m)

ceases or suspends, or threatens to cease or suspend, a substantial part of its business;

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that other Party (being an individual) dies, or due to illness or incapacity (being physical), becomes incapable of managing their affairs;

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es a patient under any mental health legislation;

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

19.2 For the purpose of clause 19.2(b), a breach shall be considered capable of remedy if the other Party can comply with the provision in question in all respects.

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

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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;

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20.2 [the Client] shall immediately terminate any licence granted to the Client under sub-clause 19.2 (Property Rights) and shall immediately return to the Service Provider all Deliverables in its possession and control. [the Client] shall be fully and solely responsible for the safekeeping 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>> 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 or not they are currently in its possession) in its possession. The Service Provider shall be fully and solely responsible for the safekeeping of the Deliverables in its possession until they are returned to the Client. In the event that the Service Provider fails to deliver the Deliverables [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;]

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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 intended with this Agreement. In the event that the Service Provider fails to return any Client Materials or Client Equipment [within <<insert period>> of termination or expiry of this Agreement], the Client shall have the right to enter the Service Provider's premises to take possession of them;]

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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 Exit),] Clause 16 (Assignment), Clause 20 (Effects of Termination), Clause 21 (Inadequacy of Damages), Clause 23 (No Waiver), Clause 27 (Severance), Clause 28 (Entire Agreement), Clause 29 (Dispute Resolution), and Clause 38 (Law and

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20.5 termination or prejudice any right to damages or any other remedy. The Client acknowledges that damages alone would not be sufficient to compensate the Client for any breach of this Agreement which occurs on or after the date of termination or expiry.
- 21. Inadequacy of Remedies**

21.1 Without prejudice to the rights and remedies that the Client may have, the Client acknowledges that damages alone would not be sufficient to compensate the Client 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 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 provision of this Agreement.
- 24. Variation**

[Subject to the terms of Clause 17 (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 Client.
- 25. Entire Agreement**

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

25.2 Each Party represents and warrants that, in entering into this Agreement, it does not rely on any oral or written representation, warranty, assurance or other provision (made or intended to be made) 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.

27. **Severance**

In the event any provision of this Agreement is found to be unlawful, invalid or unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall nevertheless remain valid and enforceable.

28. **Conflict**

In the event of any inconsistency between any provision in the body of this Agreement and any provision contained in a Schedule to this Agreement, the provisions of the body of this 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 any express provision to the contrary 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 any express provision to the contrary this] OR [This] Agreement is personal to the Parties and neither Party shall assign, mortgage, charge (otherwise than by way of floating charge) or otherwise delegate any of its rights or obligations hereunder or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

31.2 [[Subject to any express provision to the contrary of Clause 14 (Data Processing), the] OR [The] Party shall not be entitled to perform any of the obligations undertaken by it under this Agreement through or by any other member of its group or through suitably qualified and experienced third parties. Any failure to perform any of such obligations by such other member or sub-contractor shall constitute a breach of this Agreement, be deemed to be an act or omission of this Party.]

32. **Relationship**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or any other relationship between the Parties other than that expressly provided for in this Agreement.

33. **Time**

33.1 [The times and dates referred to in this Agreement shall be of the essence.]

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33.2 [The names and dates referred to in this Agreement are for general information only. They are not intended to be part of the essence of this Agreement and may be varied between the Parties.]

34. **Non-Solicitation**

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34.1 [Subject to Clause 15 and Schedule 4 (TUPE on Exit), 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 or induce 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 express written 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 <<insert name of that Party>> [without the express written consent of that Party].

35. **Third Party Rights**

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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 shall continue and be binding on the successors and assigns of either Party as required.

36. **Notices**

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36.1 All notices shall be in writing and deemed duly given if signed by a duly authorised officer of the Party giving the notice to the recipient.

36.2 All notices shall be addressed to the most recent postal or email address given in this Agreement or as otherwise notified in writing by either Party to the other from time to time.

36.3 Notices shall have been duly given:

a) delivered by courier or other messenger during the normal business hours of the recipient [, on signature of a delivery receipt];

b) sent by <<insert method>> [fax or] email [and a successful confirmation of receipt is generated] during the normal business hours of the recipient outside the recipient's normal business hours, or <<insert time>> hours resume; or

c) sent by <<insert method>> [e.g., 9.00 a.m.>> on the second Business Day after the date of the notice at the delivery time recorded by the relevant carrier or by <<insert method>> mailed by first-class mail, postage prepaid [or by <<insert method>> day delivery service].

36.4 For the purposes of clause 36, "normal business hours" shall mean <<insert time>> to <<insert time>> <<insert day>> to <<insert day>> <<insert time>> to <<insert time>>, e.g., 5.00 p.m.>>, <<insert day>> <<insert time>> to <<insert time>>, e.g., 9.00 a.m.>>.

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days > on a day that is not a public or bank holiday.

37. Dispute Res

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 no dispute is resolved 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 dispute in good faith through an agreed Alternative Dispute Resolution Procedure.]

37.3 [If the dispute is not resolved 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 attempt to resolve the dispute through the agreed 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 as set out in the Parties. In the event that the Parties are unable to agree on an arbitrator or arbitrators, either Party may, subject to the consent of 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 to be made by the arbitrator or arbitrators.

37.5 Nothing in this Clause shall prohibit either Party or its affiliates from applying to the courts for 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 therefrom (including any dispute (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 demand between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom) 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 Service Provider>>

Authorised Signatory

Date: _____

SIGNED for and on behalf of the Client by:
<<Name and Title of Client>>



Authorised Signatur

Date: _____

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EDULE 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>>

ces to be provided by the Service Provider to the

Deliverables

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

erables to be provided by the Service Provider to

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>>

Equipment>>

Materials and Third Party Services

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

and services to be procured by the Service

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EDULE 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

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EDULE 3

Mandatory Policies

<<Insert a list of the

(optionally) attach them to the Agreement>>

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SCHEDULE 4

TUPE on Exit

1. Definitions

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

“New Service Provider” means a third party appointed by the Client to replace the Service Provider in the provision of the Services or a part thereof;

“Potential Returning Employees” means individuals assigned to the provision of the Services whose details shall be provided by the Service Provider to the Client in accordance with paragraph 2.3 of this Schedule;

“Returning Employees” means the individuals listed in a Schedule which shall be agreed by the Parties before the Service Transfer Date who were employed by the Service Provider and were wholly and/or mainly engaged in the Services immediately before the Service Transfer Date;

“Service Transfer Date” means the date (or dates) on which the responsibility for the provision of the Services or a part thereof is transferred from the Service Provider to the Client or to a New Service Provider;

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

2. Personnel

2.1 In the event that the Services or a part thereof cease to be provided by the Service Provider (for whatever reason) and the Services or a part thereof then continue to be provided by the Client on their own behalf and/or by a New Service Provider, the Parties shall acknowledge and agree that there may have been a transfer of the Returning Employees to the Client or the New Service Provider for the purposes of TUPE. In the event of such a transfer, the Returning Employees shall be transferred to the New Service Provider in accordance with the provisions of TUPE from the Service Transfer Date.

2.2 Except in the reasonable belief of the Parties that no relevant transfer of the Services of TUPE, the Parties shall co-operate in the provision of the Returning Employees before the Service Transfer Date in order to facilitate the transfer of those employees to the Client and/or the New Service Provider.

2.3 The Service Provider shall, at least <<insert period>> prior to the expiry of this Agreement or if the Agreement is terminated earlier, within <<insert period>> of the termination, provide the following information to the Client (as required by law):

a) the names of the Returning Employees;

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b) continuous service lengths, current salaries, and periods for all Potential Returning Employees;

c) conditions of employment for all Potential Returning Employees and any information that the Supplier is required to disclose under section 1 of the Employment Rights Act 1996;

d) details of any disciplinary or grievance proceedings which are brought against any Potential Returning Employees, and details of any such proceedings that have taken place in the previous two years;

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e) details of any claims or claims which the Service Provider has or will be brought by any Potential Returning Employees or their representatives, and details of any such claims that have been brought in the previous two years;

f) details of any pension schemes or arrangements, whether contractual or otherwise, which apply to the Potential Returning Employees; and

g) details of any applicable collective agreements which will have effect for Potential Returning Employees after the Service Transfer Date to TUPE.

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2.4 At request by the Client, the Service Provider shall provide updated information to the Client on the information listed above in Paragraph 2.3.

2.5 The Service Provider shall indemnify the Client (both in respect of the Client and the New Service Provider) against all costs, expenses, claims, and liabilities (not limited to, reasonable legal costs) incurred by the Client or the New Service Provider arising out of or in connection with:

a) any claim made by any Returning Employee or trade union representing any Returning Employee (whether or not such claim is made pursuant to a statute, pursuant to European law, or otherwise) which is based on a fault, act, or omission on the part of the Service Provider on or after the Service Transfer Date;

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b) any claim against the Service Provider to comply with its obligations under regulations 13 and 14 of TUPE, or any compensation payable under regulation 15 of TUPE, except where such failure to comply is caused by the Client and/or the New Service Provider or is due to liabilities under regulation 13 of TUPE;

c) any claim by any party who transfers or alleges that they have transferred to the New Service Provider, but whose name is not included in the list of Returning Employees.

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2.6 Where the Service Provider transfers the employment of any person to the Client and/or a New Service Provider, and the Client or New Service Provider serves a notice of termination of the employment within <<insert period>> after the date of the transfer, the Service Provider shall indemnify the Client (both in respect of the Client and the New Service Provider) in respect of any statutory or contractual rights or entitlement to which that person is entitled and in respect of any costs or damages payable by the Client to that person in respect of any wrongful dismissal or in reasonable settlement of a claim for damages.]

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EDULE 5

Key Personnel

<<Insert details of
4.3>>]

inted by the Service Provider under sub-Clause

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EDULE 6

Service Provider's

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

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EDULE 7

Personal Data Pro

1. Data Processing

Scope

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

Nature

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

Purpose

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

Duration

<<Insert details of the processing>>

2. Types of Person

<<List the types of person processed>>

3. Categories of Data

<<List the categories>>

4. Organisational a

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

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