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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Service Provider>> incorporated 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 incorporated 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. The Service Provider has the knowledge and experience in that field.
- (2) The Client wishes to engage the Service Provider to provide the services set out in this Agreement in relation to <<insert description of services>> Schedule 3, subject to the terms and conditions of 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 of 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”

(other than Saturday or Sunday) on which banks are open for their full business in <<insert location>>;

“Commencement Date”

the date on which provision of the Services commences, as set out in sub-Clause 10.1;

“Confidential Information”

information disclosed to either Party, information disclosed to that Party by the other Party in connection with this Agreement, whether in writing or any other medium, whether or not the information is expressly identified as confidential or marked as such);

“Data Protection Legislation”

“Fees”

“Programme”

“Project”

“Services”

[“Specified Contractor”]

“Term”

1.2 Unless the context of

1.2.1 “writing”, and
communication or
similar means

1.2.2 a statute or
provision as

1.2.3 “this Agreement”
Schedules and

1.2.4 a Schedule in

1.2.5 a Clause or
(other than the

1.2.6 a “Party” or

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able legislation in force from time
ited Kingdom applicable to data
privacy including, but not limited to,
ne retained EU law version of the
rotection Regulation ((EU)
forms part of the law of England
land, and Northern Ireland by
3 of the European Union
2018); the Data Protection Act
ations made thereunder); and the
ectronic Communications
3 as amended;

all sums due under this
the Client to the Service Provider,
chedule 2;

le for the provision of the Services
ut relevant dates and times for
set out in sub-Clause 2.6 [and
Agreement in Schedule 1];

ert brief description>> project in
the Service Provider is to provide
fully described in Schedule 3;

ces to be provided by the Service
Client in accordance with Clause 2,
in Schedule 1, and subject to the
tions of this Agreement;

party consultant or contractor
cordance with Clause 4 who shall
the Service Provider as identified
e; and]

of this Agreement as set out in

reference in this Agreement to:

on, includes a reference to any
onic or facsimile transmission or

e is a reference to that statute or
at the relevant time;

this Agreement and each of the
nted at the relevant time;

ement; and

ce to a Clause of this Agreement
graph of the relevant Schedule.

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 the 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 and entities.
2. **Provision of the Services**
- 2.1 With effect from the date of the Agreement, the Service Provider shall, throughout the Term, provide the Services to the Client.
- 2.2 The Service Provider shall provide the Services with reasonable skill and care, in the <<insert sector/industry>> in the <<insert country>> Kingdom.
- 2.3 The Service Provider shall comply with all reasonable instructions given to it by the Client, provided that such instructions are compatible with the specification of Services set out in Clause 1.
- 2.4 The Service Provider shall ensure that it complies with all applicable statutes, regulations, codes of conduct and any other rules relevant to the Services.
- 2.5 The Service Provider shall keep the Client informed of all activities related to the Project by means of reports supplied to the Client at <<insert period>> intervals.
- 2.6 The Service Provider shall, during the term of this Agreement] **AND/OR** [from time to time], provide the Client a Programme [which is attached hereto in Schedule 1] and shall set out relevant dates and times for the Services including:
- 2.6.1 Start dates;
- 2.6.2 Access dates;
- 2.6.3 Milestone dates for the completion of parts of the Services and for the Client to proceed with the Project;
- 2.6.4 <<insert additional dates>>.
- 2.7 The Service Provider shall make reasonable endeavours to accommodate any reasonable changes to the Services requested by the Client, subject to the Client paying the Fees that may be applicable in respect of such changes.
- 2.8 [The Service Provider shall, during the term of this Agreement but from time to time.]
3. **Client's Obligations**
- 3.1 The Client shall undertake all reasonable endeavours to provide all pertinent information to the Service Provider necessary for the Service Provider's provision of the Services. Such information shall include, but not necessarily be limited to, that relating to the Project and the Project

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- party consultants and shall be responsible for the costs of such consultants and shall provide <<insert details required>>.
- 4.6 [In certain cases, the Service Provider may require third party consultants and contractors to consider and comment upon certain work completed by the Service Provider where such work relates to the services provided by the Service Provider to the Project and shall provide sultants and contractors, in order that the Service Provider may require any reasonably necessary and appropriate adjustments to the work.]
- 4.7 [Certain Specified Contractors shall be instructed only via the Service Provider. The Client shall not be responsible for any instructions issued in breach of this provision.]
5. **Fees, Payment and Records**
- 5.1 The Client shall pay the Service Provider in accordance with the provisions of Schedule 1.
- 5.2 The Service Provider shall be responsible for Fees due in accordance with the provisions of Schedule 1.
- 5.3 All payments required by the Service Provider to this Agreement by either Party shall be made within 5 Business Days of receipt by that Party of the relevant invoice.
- 5.4 All payments required by the Service Provider to this Agreement by either Party shall be made in <<insert location>> as the nominated bank from time to time nominate [, without any set-off, withholding or deduction of any kind. The Party is required to pay such amount (if any) of tax as that Party is required to pay.]
- 5.5 Where any payment is required to be made on a day that is not a Business Day, the payment shall be made on the next following Business Day.
- 5.6 Without prejudice to the provisions of sub-Clause 5.3, any sums which remain unpaid following the expiry of the period specified in sub-Clause 5.3 shall incur interest on a daily basis at the rate of <<insert rate>> % above the base rate of <<insert bank name>> from the date of expiry until payment is made in full of any such outstanding sums.
- 5.7 Each Party shall:
- 5.7.1 keep, or procure to be kept, such records and books of account as may be required by the other Party, allow that Party or its agent to inspect and take copies of those sums, to take copies of them; and
- 5.7.2 at the reasonable request of the other Party, allow that Party or its agent to inspect and take copies of those sums, to take copies of them; and
- 5.7.3 within <<insert interval>>, obtain at its own expense from an independent auditor a certificate as to the accuracy of the sums paid by that Party pursuant to this Agreement.

6. Liability, Indemnity and Insurance

- 6.1 The Service Provider shall maintain in place at all times suitable and valid insurance that covers its liability for the Services.
- 6.2 In the event that the Service Provider fails to perform the Services with reasonable care and diligence, it shall be liable for any and all necessary remedial action at no additional cost to the Client.
- 6.3 The Service Provider's liability for loss or damage in respect of any individual occurrence shall be limited either to the sum of the net contribution limited either to the sum of the net contribution calculated in accordance with clause 6.4, whichever is the smaller sum.
- 6.4 The net contribution shall be calculated on the basis of what is determined for the Service Provider to pay taking into account its responsibility for the loss or damage in question and compared with that of all other third parties providing services in connection with the same loss or damage. The net contribution shall be calculated on the following assumptions:
- 6.4.1 that such loss or damage is not caused by the Service Provider's undertakings under this Agreement or by any other loss or damage caused by the Service Provider;
- 6.4.2 that there are no joint or co-insured parties to the loss or damage and no joint or co-insured parties to the loss or damage;
- 6.4.3 that such third parties are not liable to have paid to the Client such sums as it would be liable to pay having regard to the loss or damage in question.
- 6.5 The Service Provider shall be liable to the Client for any loss or damage suffered by the Client that results from the Service Provider's failure to follow any instructions given by the Client.
- 6.6 Nothing in this Agreement shall limit or exclude the Service Provider's liability for death or personal injury.
- 6.7 The Client shall indemnify the Service Provider against any costs, liability, damages, loss, claim or expense arising from loss or damage to any equipment (including but not limited to any third parties appointed by the Service Provider) caused by the Client's agents or employees.
- 6.8 Neither Party shall be deemed to be in breach of this Agreement by reason of its failure to perform, any failure is due to any cause beyond its control.

7. Guarantee

- 7.1 The Service Provider shall guarantee the product of all Services provided shall be free from defects for a period of <<insert period e.g. 12 months>> following the date of completion of the Services.
- 7.2 If any defects in the Services appear during the guarantee period set out in sub-clause 7.1, the Service Provider shall rectify any and all such defects at no cost to the Client.

8. Confidentiality

- 8.1 Each Party undertakes not to disclose or use Confidential Information provided by sub-Clause 8.2 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:
- 8.1.1 keep confidential the Confidential Information;
 - 8.1.2 not disclose Confidential Information to any other party;
 - 8.1.3 not use any Confidential Information for any purpose other than as contemplated by the terms of this Agreement;
 - 8.1.4 not make any Confidential Information available in any way or part with possession of Confidential Information to any third party;
 - 8.1.5 ensure that Confidential Information provided by its officers, employees, agents, sub-contractors or subcontractors does not become public knowledge, which, if done by that Party, would be a breach of the Confidentiality obligations set out in Clauses 8.1.1 to 8.1.4 above.
- 8.2 Either Party may:
- 8.2.1 disclose any Confidential Information to:
 - 8.2.1.1 any sub-contractor or agent of that Party;
 - 8.2.1.2 any government authority or regulatory body; or
 - 8.2.1.3 any other person or body of that Party or of any of the parties or bodies;provided that the disclosure is necessary for the purposes contemplated by this Agreement (including the provision of the Services), or for the purposes of the Agreement, in each case that Party shall first inform the other Party in writing of the Confidential Information in question that the Confidential Information is to be disclosed, except where the disclosure is to any person or any employee or officer of any party in question. Such undertaking should be a condition of the disclosure in the terms of this Clause 8, to keep the Confidential Information confidential and to use it only for the purposes for which it was disclosed; and
 - 8.2.2 use any Confidential Information for any purpose, or disclose it to any other person or body, or make it public, if it is at the date of this Agreement, already in the public domain, or has become public knowledge through no fault of that Party, or if it is already in public knowledge or disclosure, that Party must not disclose Confidential Information that is not public knowledge.
- 8.3 The provisions of this Clause 8 shall remain in force in accordance with their terms, notwithstanding the termination or expiry of this Agreement for any reason.

9. Force Majeure

- 9.1 No Party to this Agreement shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, natural disasters, provider failure, industrial action, civil

STANDARD MASTER PROJECT

10.4.7 that other Party shall not be required to cease, to carry on business; or
10.4.8 control of the Company shall not be exercised by any person or connected person other than the other Party on the date of this Agreement. For the purposes of this Clause 9, "control" and "connected person" shall have the meanings ascribed thereto by Sections 112 and 115 of the Corporation Tax Act 2010.

- 10.5 For the purposes of this Clause 10, each Party shall be considered capable of remedy if the Party is capable of remedy with the provision in question in all respects.
- 10.6 The rights to terminate the Agreement given by this Clause 10 shall not prejudice any other rights of either Party in respect of the breach concerned (if any) of the Agreement.

11. Effects of Termination

Upon the termination of this Agreement, the following shall apply:

11.1 any sum owing by either Party under any of the provisions of this Agreement shall be due and payable;

11.2 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;

11.3 termination shall not affect the right to damages or other remedy in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of the Agreement which existed at or before the date of termination;

11.4 subject as provided in Clause 11.5, neither Party shall have any obligation to the other; and

11.5 each Party shall (except in respect of any accrued rights or obligations referred to in Clause 8) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain Confidential Information.

12. [Data Protection]

The Service Provider will comply with the applicable data protection laws and regulations, including the provisions of the Service Provider's <<insert location(s)>> available from the Service Provider's Privacy Notice>> available from the Service Provider's Privacy Notice>>.

13. [Data Processing]

- 13.1 In this Clause 13, "data controller", "data processor", and "personal data" shall have the meaning defined in the Data Protection Legislation.
- 13.2 [All personal data transferred to the Service Provider on behalf of the Client under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties on <<insert date>> [pursuant to the Data Protection Legislation].]

OR

- 13.2 [The Parties hereby both comply with all applicable data protection requirements and shall comply with all applicable data protection requirements. This Clause 13 shall not relieve the Parties of their obligations set out in the Data Protection Legislation. This Clause 13 shall not remove or replace any of those obligations.
- 13.3 For the purposes of the Data Protection Legislation and for this Clause 13, the Service Provider is the "Data Controller" and the Client is the "Data Processor".
- 13.4 The type(s) of personal data, the nature and purpose of the processing, and the location(s) of the processing are set out in Schedule 4.
- 13.5 The Data Controller shall ensure that all necessary consents are in place all necessary consents and notices required for the transfer of personal data to the Data Processor for the purposes of the Data Processing Agreement.
- 13.6 The Data Processor shall ensure that all personal data processed by it in accordance with the Data Processing Agreement is processed in accordance with the following conditions under this Agreement:
- 13.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless the Data Controller is otherwise required to process the personal data. The Data Processor shall promptly notify the Data Controller of any such requirement unless prohibited from doing so by law;
- 13.6.2 Ensure that appropriate technical and organisational measures (a) are implemented to protect the personal data from loss, destruction, unauthorised access, disclosure, damage or alteration, (b) are proportionate to the potential harm that might result from such events, taking into account the state of the art, the nature of the data, the technology and the cost of implementing those measures; such measures are set out in Schedule 4;
- 13.6.3 Ensure that all persons who have access to the personal data (whether as employees, agents, subcontractors or otherwise) are contractually obliged to keep the personal data confidential and to use it only for the purposes for which it is provided;
- 13.6.4 Not transfer the personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:
- 13.6.4.1 The personal data is transferred to a third party who provides adequate and verifiable safeguards for the transfer of the personal data;
- 13.6.4.2 The personal data is transferred to a third party who is a Data Controller and the Data Controller has enforceable rights and obligations under the Data Protection Legislation;
- 13.6.4.3 The third party complies with its obligations under the Data Protection Legislation, providing an adequate level of protection for the personal data to any and all personal data so transferred;
- 13.6.4.4 The third party complies with all reasonable requirements set out in advance by the Data Controller in relation to the processing of the personal data.
- 13.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to data protection impact assessments, and consultations with the relevant supervisory authority.

- with supervising the Information Systems; and
- 13.6.6 Notify the Data Controller of any breach;
- 13.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the Data and any and all copies thereof to the Data Controller unless it is required to retain the Data by law; and
- 13.6.8 Maintain complete and accurate records of all processing activities and measures implemented necessary to ensure compliance with Clause 13 and to allow for audits by the Data Controller.
- 13.7 [The Data Processor shall be fully responsible for ensuring compliance with any of its obligations with respect to the processing of personal data under this Clause 13.]
- OR**
- 13.7 [The Data Processor shall be fully responsible for ensuring compliance with any of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 13 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). Where the Data Processor appoints a sub-contractor, the sub-contractor shall:
- 13.7.1 Enter into a written agreement with the Data Controller, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor under Clause 13 and which shall permit both the Data Controller and the Data Processor to enforce those obligations; and
- 13.7.2 Ensure that the sub-contractor complies fully with its obligations under the Data Protection Legislation.
- 13.8 Either Party may, at any time, terminate this Agreement by giving the other Party <<insert period, e.g. 30 calendar days>> notice, after which the other Party shall be deemed to have accepted the processing clauses and the Data Protection scheme. Such termination shall not affect the obligations of the Parties under this Agreement.]
14. **No Waiver**
- No failure or delay by either Party in exercising its rights or in enforcing its obligations shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any part thereof.
15. **Further Assurance**
- Each Party shall execute such documents, deeds, documents and things as may be necessary to carry out the provisions of this Agreement into full force and effect.
16. **Costs**
- Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying out of this Agreement.

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22. **Third Party Rights**

22.1 No part of this Agreement shall confer rights on any third parties and accordingly the Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

22.2 Subject to this Clause, all rights shall continue and be binding on the transferee, successors and assigns of the Party as required.

23. **Notices**

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

23.2 Notices shall be deemed to have been given:

23.2.1 when delivered by hand to the recipient or other messenger (including a courier) during business hours of the recipient; or

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

23.2.3 on the fifth business day after mailing, if mailed by national ordinary mail; or

23.2.4 on the tenth business day after mailing, if mailed by airmail, provided that postage prepaid.

In each case notice shall be given to the most recent address, e-mail address, or facsimile address of the Party.

24. **Entire Agreement**

24.1 [Subject to the provisions of this Agreement, this Agreement contains the entire agreement between the Parties and may not be modified or amended in writing signed by the duly authorised representatives of the Parties.] OR [This] Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified or amended in writing signed by the duly authorised representatives of the Parties.

24.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or warranty or provision except as expressly stated in this Agreement and that it has read and understood the conditions, warranties or other terms and conditions of this Agreement and has agreed to the fullest extent permitted by law.

25. **Counterparts**

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

26. **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 to be severed from the Agreement and the remaining provisions shall remain in full force and effect.

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severed from the remainder of this Agreement shall be valid and enforceable.

The remainder of this Agreement shall be null and void.

27. **Dispute Resolution**

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

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

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

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

27.3 [If the ADR procedure does not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, either Party may refer the dispute to arbitration by either Party.]

27.3 [If the ADR procedure does not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, either Party may refer the dispute to arbitration by either Party.]

27.4 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 for the appointment of a set of Rules for Arbitration that may be required.

27.4 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 for the appointment of a set of Rules for Arbitration that may be required.

27.5 Nothing in this Clause shall prevent either Party from applying to a court for an injunction or other remedy.

27.5 Nothing in this Clause shall prevent either Party from applying to a court for an injunction or other remedy.

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

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

28. **Law and Jurisdiction**

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

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

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

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

IN WITNESS WHEREOF this Agreement is
before written

SIGNED by
<<Name and Title of person signing>>
for and on behalf of <<Service Provider>>

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing>>
for and on behalf of <<Client's Name>>

In the presence of
<<Name & Address of Witness>>

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executed the day and year first

Specification of Services

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

[The Programme

<<Insert a copy of the Programme for the Project (Business to Business) Agreement>>]

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Fees and Payment

<<Insert complete details of all fees and payments under this Agreement>>

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The Project

<<Insert a detailed specification and description of the project>>

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1. Data Processing

Scope

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

Nature

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

Purpose

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

Duration

<<Insert details of the duration of the 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 13.6.2>>.

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