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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:

**"Acceptance Criteria"** means the acceptance criteria for Milestones as set out in Clause 6;

**"Applicable Laws"** means the laws, statutes, regulations, and similar provisions in force at the time in force applicable to the Client, the Service Provider, and to this Agreement;

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

**["Change Order"** means a written order issued pursuant to Clause 7 setting out proposed changes to the Services, the effect of such changes on the provision of the Services, the provision of the Services, and the terms of this Agreement;]

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

**[“Key Personnel”**

**“Mandatory”**

**“Milestone”**

**“Services”**

**[“Service Provider Equipment”**

**“Service Provider Representative”**

**“Term”**

**“Timetable”**

1.2 Any reference to any document or

1.3 Unless otherwise referred to in the Agreement, any reference to time

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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 relating to software,] rights to use confidential information and the right to protect the same, and any and all other intellectual property rights, whether registered or unregistered, including applications and the right to apply for (and be granted) renewals or extensions of, and rights to claim priority from, any such rights and any and all equivalent rights or other forms of protection subsisting now or in the future anywhere in the world;

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

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

s a particular part of the Services and the date by which it is to be completed, as set out in Schedule 1;

s 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;

s 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;]

s 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;

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

s the timetable for the provision of the Services set out in Schedule 1.

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

erwise, legislation or a provision thereof is a reference to the current 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 interpretation made from time to time under that legislation or provision.
- 1.5 A reference to "this Agreement" is a reference to this Agreement and each of the Schedules, as amended or supplemented at the relevant time.
- 1.6 A reference to "a schedule to this Agreement" is a reference to a schedule to this Agreement and all schedules to this Agreement, as if set out in the main body thereof.
- 1.7 A reference to "a Clause, or Paragraph" is a reference to a clause or paragraph of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.8 A reference to "the Parties" refer to the parties to this Agreement.
- 1.9 A reference to "this Agreement or document" is a reference to that Agreement or document, as amended or supplemented at the relevant time.
- 1.10 Any obligation on a party not to do a particular thing includes an obligation to ensure that nothing is done.
- 1.11 The headings of this Agreement are for convenience only and shall have no effect on the interpretation of this Agreement.
- 1.12 Words in the singular number shall include the plural and vice versa.
- 1.13 References shall include any other gender.
- 1.14 References shall include natural persons, corporate, or unincorporated entities, whether or not the same have a separate legal personality.
- 1.15 References shall include companies, corporations, or other legal entities, wherever incorporated or established.

## 2. Commencement

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

## 3. Provision of Services

### Service Provider's Obligations

- 3.1 With effect from the Commencement Date, the Service Provider shall, throughout the Term of this Agreement, provide the Services to the Client in accordance with the terms of this Agreement.
- 3.2 The Service Provider shall ensure that the Services conform at all times with the specifications set out in Schedule 1 and shall ensure that all Milestones are achieved in accordance with the Acceptance Criteria.
- 3.3 The Service Provider shall provide the Services with reasonable skill and care, in accordance with the applicable standards and best practice in the <<insert profession>> [industry] OR [trade] OR [profession].
- 3.4 The Service Provider shall act in accordance with all reasonable instructions given by the Client and shall cooperate with the Client with respect to the provision of the Services.

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3.5 [In the event that any permits, licences or consents are required to enable the Service Provider to provide the Services [and/or to [install and] use any required equipment], the Service Provider shall obtain the same before the provision of the Services is due to begin (as set out in the Agreement) and shall maintain the same to the extent required for the provision of the Services [and/or use of the Service Provider Equipment]

3.6 The Service Provider shall not use any Client Materials provided by the Client for any purpose other than the provision of the Services [and only in accordance with the Client's written authorisation and instructions]. The Service Provider shall hold any Client Materials in safe custody, at its own risk, and shall maintain the same. The Service Provider shall return or dispose of any Client Materials at the Client's option and on the Client's written instruction.

3.7 The Service Provider shall not use any Client Equipment provided (or made available) by the Client on time to time only to the extent reasonably necessary for the purposes of the provision of the Services [and only in accordance with the Client's written authorisation and instructions]. The Service Provider shall hold all such Client Equipment with care and in accordance with the Client's instructions at all times. The Service provider shall return the Client Equipment on the Client's written instruction.

3.8 In the event that the Service Provider provides access to the Client's Premises and any other facilities [as agreed upon by the Parties [or as otherwise agreed upon by the Parties] to enable the Service Provider to provide the Services, the Service Provider shall use the same for the provision of the Services and only in accordance with any written authorisation and (as further stated in sub-Clause 12.1(c)) all applicable rules and regulations and security requirements and other such facilities.

3.9 Time for the provision of the Services shall be measured with respect to the Service Provider's provision of the Services with the Milestones. In the event that the Service Provider fails to meet a Milestone deadline then, without prejudice to the Client's right to terminate this Agreement and any other rights and remedies available to the Client, the Client may:

- a) terminate the performance of the Services attempted by the Service Provider;
- b) engage a third party to provide the Services from a third party and reclaim the resulting costs from the Service Provider, subject to the cap on the Service Provider's liability as set out in sub-Clause 17.7 (Liability);
- c) hold the Service Provider liable for any loss and additional costs incurred by the Client as a result of the Service Provider's failure to meet the Milestone deadline, subject to the cap on the Service Provider's liability as set out in sub-Clause 17.7 (Liability); and
- d) require the Service Provider to refund any fees previously paid by the Client to the Service Provider in respect of the provision of any part of the Services refunded by the Service Provider.

## 4. Service Provider and Personnel

4.1 The Service Provider's representative is <<insert name and contact details>>

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## 5. Client's Obligations

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Provider shall ensure that the Service Provider's authority to legally bind the Service Provider in respect of all matters [(including, but not limited to, the signing of Clause 7 (Change Orders))].

ensure that any and all of its personnel involved in the provision of the Services are suitably skilled, qualified, and experienced to provide the Services to which they are assigned by the Service Provider.

appoint the Key Personnel set out in Schedule 5. [The Service Provider shall only] use the Key Personnel for the provision of the Services and ensure that at least <<insert percentage>>% of their time is devoted to the provision of the Services].

personnel are absent, or the Service Provider is aware of such absence, the Service Provider shall notify the Client in writing] and, if required to do so by the Client, shall provide replacement personnel with suitable skills, qualifications, and experience to ensure the uninterrupted provision of the Services.

Provider [wishes to] **AND/OR** [needs to] change the provision of the Services the Service Provider shall notify the Client of any such change [within <<insert period>> written notice of the change] **OR** [if the Service Provider does not make any such change without the Client's prior approval, such approval not to be unreasonably withheld or delayed].

is reasonably required by the Service Provider to provide the Services;

materials that are agreed upon by the Parties [or as otherwise reasonably required from time to time by the Service Provider] together with any necessary written authorisation and instructions relating to the Client Materials, to enable the Service Provider to provide the Services;

any and all Client Equipment (or access thereto) that is or are agreed upon by the Parties [or as otherwise reasonably required from time to time by the Service Provider] together with any necessary written authorisation and instructions relating to the Client Equipment, to enable the Service Provider to provide the Services; and

access to and availability of and use of the Client's facilities or resources that is or are agreed upon by the Parties [or as otherwise reasonably required from time to time by the Service Provider] to enable the Service Provider to provide the Services. The Client shall inform the Service Provider of any applicable laws, regulations and security requirements.

time issue reasonable instructions to the Service Provider regarding the Service Provider's provision of the Services. Any such instructions shall be compatible with the specification of Services, Acceptance Criteria, and Acceptance Criteria set out in Schedule 5.

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- 5.3 In the event that the Service Provider requires the decision, approval, consent, communication from the Client in order to continue the Services (or any part thereof) at any time, the Client shall provide such communication in a reasonable and timely manner.
- 5.4 [In the event that the Services or consents are required to enable the Service Provider to provide the Services [and/or to [install and] use any required equipment], the Client shall obtain the same before the date on which the Services are due to begin (as set out in sub-Clause 7.2) and shall maintain the same to the extent required for the provision and/or use of the Service Provider Equipment]
- 5.5 Any failure by the Client to comply with the terms of this Agreement shall only constitute a breach of the obligation to comply with its obligations to the extent that it restricts or precludes performance of the Services by the Service Provider and with effect from the date on which the Client is notified in writing of that failure and its impact on the Services by the Service Provider's provision of the Services (including the meeting of Milestone deadlines).
6. **Client's Representative**
- The Client shall ensure that the Representative has the authority to legally bind the Client in respect of all Change Orders [including, but not limited to, the signing of Change Orders] (Change Orders)].
7. **[Change Order]**
- 7.1 Either Party may propose changes to the Services, provided that the change is agreed in writing by both Parties. A Change Order shall set out the impact that such changes will have on:
- a) the Services;
  - b) the Client's obligations;
  - c) the Client's costs;
  - d) the Client's revenue;
  - e) the Client's reputation; and
  - f) the Client's compliance with applicable laws and regulations.
- 7.2 In the event that the Client wishes to propose a change to the Services, it shall notify the Service Provider in writing, providing as much detail as is reasonably practicable, to enable the Service Provider to draft a Change Order.
- 7.3 If the Client provides a notice from the Client under sub-Clause 7.2, the Service Provider shall respond to the Client with a draft Change Order within five Business Days of receipt.
- 7.4 In the event that the Service Provider wishes to propose a change to the Services, it shall submit a draft Change Order to the Client.
- 7.5 In the event that a change to the Services is necessary in order to comply with applicable laws and regulations, the Service Provider shall submit



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Client. In such cases, provided that the proposed  
signature, scope, or price of the Services, the Client  
shall their consent.

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Change Order, each Party shall sign the Change  
Order. All shall be deemed amended effective from the time  
the Change Order has been signed by both Parties.

7.7

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on a Change Order, or if for any reason the  
Party does not provide a draft Change Order to the Client, either  
Party shall be deemed in breach of this Agreement or failure for dispute resolution in  
accordance with the set out in Clause 37 (Dispute Resolution).]

## 8. Fees and Payment

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to the Service Provider, in consideration of the  
provision of the Services in accordance with the provisions of this Clause 8 and

8.2

The  
Client

the following costs, which shall be invoiced to the  
Client in arrears:

a)

travel, subsistence, and other such expenses incurred  
by the Service Provider for the provision of  
the Services to the Client's prior written approval where any  
such expenses are likely to exceed £<<insert sum>> in any single

b)

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

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costs shall be incurred and will only be invoiced to and payable by  
the Client if they are reasonably and necessarily incurred for  
the provision of the Services.]

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the Client for the relevant part of the Fees  
set out in sub-Clause 8.2 on the Milestone dates set out in  
Schedule 1 on the successful completion of the relevant Milestone in  
accordance with the Success Criteria.

8.4

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shall  
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made by either Party pursuant to this Agreement  
within a period of <<insert period>> of receipt of the relevant invoice unless  
the Client has provided written notice of non-payment in good faith in accordance with sub-Clause 8.6.

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made pursuant to this Agreement shall be made  
by the Client using cleared funds to a bank account of the receiving  
Party or to the Service Provider if that Party.

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the Client or the Service Provider and reasonably believes that it is incorrect, it  
may dispute the invoice in good faith as follows:

a)

the Client shall notify the Service Provider in writing as soon as  
practicable;

b)

the Client shall be deemed to be in breach of this Agreement for  
not paying the invoiced sums while such a dispute is ongoing;

c)

the Client shall pay the sum which is not in dispute by the due date for

d) In the event of the dispute, the Client shall pay the sum of the sums payable to the Parties including any interest charged on that sum, as calculated in accordance with sub-Clause 8.7; and

e) The Service Provider is required to refund any sums to the Client, as calculated in accordance with sub-Clause 8.7; and

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

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

## 9. Records and Accounts

Each Party shall

9.1 keep such records and books of account as are necessary to enable the other Party to verify the amount of any sums payable pursuant to this Agreement, and to calculate the sums payable; and

9.2 at the request of the other Party (and during normal Business Hours) allow the other Party or its [agent] OR [professional advisers] (on not less than <<insert period>> Business Days' notice) with access to such records and with access to its premises, systems, and personnel to inspect and take copies of such records and books of account;

9.3 to the extent that the same relate to the sums payable pursuant to this Agreement, allow the other Party or its [agent] OR [professional advisers] to take copies of such records and books of account;

9.4 within <<insert interval>> 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 sums payable by that Party pursuant to this Agreement during the period of <<insert period>>

## 10. Intellectual Property

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

10.2 The Service Provider shall grant to the Client a non-exclusive, fully paid-up, non-transferable, non-sublicensable licence to use, copy, modify, and distribute the Client Materials 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

## 11. Confidentiality

- 11.1 Each Party shall keep confidential all Confidential Information received from the other Party (such authorisation not to be required), at all times during the Term of this Agreement and after its termination or expiry:
- Confidential Information;
  - Confidential Information to any other party;
  - Confidential Information for any purpose other than as agreed in this Agreement; and
  - (where applicable) none of its employees, directors, officers, or advisors does any act which, if done by that Party, would breach the provisions of this Clause 11.
- 11.2 Subject to the provisions of this Clause 11, either Party may disclose any Confidential Information to:
- its subsidiaries, or suppliers;
  - any government authority or regulatory body; [or]
  - any third parties if required>>; or]
  - any other member of that Party or of any of the aforementioned bodies.
- 11.3 Disclosure of Confidential Information under Clause 11.2 may be made only to the extent that it is contemplated by this Agreement, or as required by applicable law. The disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body referred to in Clause 11.2(b) or is an authorised employee or officer of the disclosing Party, the disclosing Party must submit to the other Party a written undertaking that the Confidential Information is confidential and to use it only for the purposes for which the disclosure is made.
- 11.4 Neither Party shall disclose Confidential Information for any purpose, or disclose it to any third party, if the Confidential Information is or becomes public knowledge to that Party.
- 11.5 Where Confidential Information under sub-Clause 11.4, the disclosing Party must ensure that it does not disclose Confidential Information which is not public knowledge to that Party.
- 11.6 The obligations of Confidentiality in Clause 11 shall continue in force in accordance with the provisions of this Agreement for any reason.

## 12. Law and Policy

- 12.1 The Parties shall comply with applicable Laws and Regulatory Policies at all times and at its own expense when performing its obligations under this Agreement:
- applicable Laws;
  - applicable Regulatory Policies; and

c) [In the event that the Client's health and safety rules and regulations and any other applicable laws, regulations, or standards are in place at the Client's Premises and any other location where the Service Provider has access that is or are agreed to by the 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 of any changes to the Applicable Laws.

12.3 The Service Provider shall provide written notice to the Service Provider of any changes to the Mandatory Policies.

12.4 [In the event that the Client's health and safety rules and regulations and any other applicable laws, regulations, or standards are in place at the Client's Premises and any other location where the Service Provider has access that is or are agreed to by the Client or as otherwise reasonably required from time to time by the Client or the Service Provider], Clause 7 (Change Orders) shall apply, and the Client shall submit the required Change Order to the Client as set out in the Mandatory Policies.

### 13. Data Protection

The Service Provider shall process the Client's personal data as set out in the Client's privacy policy, e.g., Privacy Notice>> [attached as an exhibit to this Agreement and to be inserted at the location(s)>>].

### 14. [Data Processing]

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

#### OR

14.1 [In the event that the Client's health and safety rules and regulations and any other applicable laws, regulations, or standards are in place at the Client's Premises and any other location where the Service Provider has access that is or are agreed to by the Client or as otherwise reasonably required from time to time by the Client or the Service Provider], the terms "personal data", "processing", "data subject", "personal data breach" shall have the meanings ascribed to them 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 Client and the Service Provider shall both comply with all applicable data protection laws, regulations, or standards in the Data Protection Legislation. This Clause shall not be construed as relieving either Party of any obligations set out in the Data Protection Legislation. This Clause does not remove or replace any of those obligations.

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

14.4 The Client shall provide the Service Provider with the purpose of the processing; the duration of the processing; the category or categories of personal data; and the category or categories of data subject.

14.5 The Client shall provide the Service Provider with all necessary consents and notices required for the processing of personal data to] **AND/OR** [the lawful basis for the processing of personal data by the Data Processor for the purposes described in the Data Processing Agreement and the duration thereof.

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without prejudice to the generality of sub-Clause  
personal data processed by it in relation to its  
obligations under this Agreement:

data only on the written documented instructions  
unless the Data Processor is otherwise required  
personal data by domestic law. The Data Processor  
the Data Controller before carrying out such  
prohibited from doing so by that law;

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

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

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

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

ta subjects have enforceable rights and effective  
dies;

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

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

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

oller without undue delay of any personal data  
omes aware;

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

l accurate records of all processing activities and  
sational measures implemented necessary to  
ce with this Clause 14 and to allow for audits,

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by the Data Controller and/or any party as a Controller. The Data Processor shall inform the Data Controller immediately if, in its opinion, any instruction infringes applicable legislation[.] **OR** [; and]

- i) The Data Processor shall indemnify and hold the Data Controller against any loss or damage suffered by the Data Controller as a result of any breach by the Data Processor of its obligations under this Clause 14.]

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

OR

14.7 [The Data Processor shall not sub-contract any of its obligations with respect to the processing of the 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, it shall:

- a) enter into an agreement with the other processor, which shall require the other processor to substantially the same obligations as the Data Processor by this Clause 14, which the Data 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) ensure that the Data Controller is kept informed for the performance of that obligations and the acts or omissions thereof.]

14.8 [Either the Data Processor shall, from time to time, and on at least <<insert period, e.g., 30 days>> after the expiry of this Clause 14, replacing it with any applicable provisions or similar terms adopted by the Information Commissioner as part of an applicable certification scheme. Such provisions 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 expiry]:

16.1 take out and maintain throughout the Term of this Agreement professional indemnity and public liability insurance with a minimum cover of [£<<insert sum>>] **OR** [£<<insert sum>> and £<<insert sum>>] and 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 expiry of the Term of this Agreement provide the Client with copies of current certificates of insurance for the current <<insert period e.g., year's>> of insurance.

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## 17. Liability

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- insurance), the Service Provider has obtained  
to its own liability for individual claims that do not  
claim. The limits to, and exclusions of, liability in  
insurance cover that the Service Provider has been  
it shall be responsible for making its own  
of any excess loss.
- 7 to “liability” shall include every liability arising  
agreement including, but not limited to, liability in  
(negligence), breach of statutory duty,  
or otherwise.
- all limit or exclude either Party’s liability under or  
or any form of liability which cannot be limited or  
not limited to:
- y caused by negligence;  
representation;  
of either that Party or that of its employees or  
s implied by section 12 of the Sale of Goods Act  
the Supply of Goods and Services Act 1982  
(retention of possession).
- right to benefit from any of the limitations or  
in this Clause 17 in respect of any liability under  
ent which arises out of the deliberate default of  
Party’s employees or agents.
- shall limit or exclude either Party’s payment  
ent.
- all limit or exclude the Service Provider’s liability  
reement under:
- ata processing indemnity); [or]  
ule 4 (TUPE on exit);]  
y arising shall be unlimited.]
- liabilities which cannot be limited or excluded by  
17.4 (no limitations or exclusions of liability in  
[and sub-Clause 17.6 (liabilities under specific  
of the Service Provider to the Client under or in  
for any and all related or unrelated acts or  
t, tort (including negligence), breach of statutory  
limited to £<<insert sum>>.
- liabilities which cannot be limited or excluded by  
o limitations or exclusions of liability in respect of  
ability of the Client to the Service Provider under  
ent for any and all related or unrelated acts or  
t, tort (including negligence), breach of statutory  
limited to £<<insert sum>>.
- nder’s liability set out in sub-Clause 17.7 shall not  
eed to be paid or awarded in accordance with:

- a) data processing indemnity); [or]]
- b) Clause 4 (TUPE on exit);]
- or] by any court or arbitrator using their statutory or  
 proceed to the costs of proceedings or interest for late  
 payment
- 17.10 The liability set out in sub-Clause 17.8 shall not be  
 reduced by any court or arbitrator using their statutory  
 or proceed to the costs of proceedings or interest for late  
 payment
- 17.11 Subject to the liabilities which cannot be limited or excluded by  
 law), limitations or exclusions of liability in respect of  
 deliberate breach of sub-Clause 17.5 (no limitations or exclusions of  
 either), [and sub-Clause 17.6 (liabilities under  
 specific categories of loss are wholly excluded by the  
 Parties] shall be liable under or in relation to this Agreement  
 for a breach by the other, whether directly or indirectly, or  
 whether consequential:
- a)
- b) loss;
- c) opportunity;
- d) contracts;
- e) things;
- f) data or information;]
- g) software;]
- h) goodwill; or
- i) total loss.
- 17.12 Notwithstanding sub-Clause 17.11 (categories of loss which are excluded), but  
 subject to the limit on the Service Provider's liability) and sub-  
 Clause 17.12 (categories of loss which are excluded), the following categories of loss are  
 not excluded:
- a) loss or damage to the Service Provider under this Agreement  
 of the Services which is or are not provided in  
 terms of this Agreement;
- b)
- c) incurred by the Client in procuring and implementing  
 alternatives for or to services not provided in  
 terms of this Agreement including, but not limited  
 to, management and personnel time, consultancy costs,  
 equipment costs; and
- d) loss or damage to the Client which arise out of or in connection with  
 a penalty, fine, action, investigation, or other  
 third party against the Client resulting from any act  
 of the Service Provider.
- 17.13 [In the event that a loss falls into one or more of the categories of loss set  
 out in sub-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 v that loss shall not be excluded.]
- 17.14 Subject to the provisions of this Clause 17, the Client's rights under this Agreement shall be, and not exclusive of, any common law rights or remedies.
18. **Force Majeure**
- 18.1 For the purposes of this Agreement, "Force Majeure Event" means, in relation to either Party, any event or circumstances beyond that Party's reasonable control including, but not limited to, [any strike, lockout, or other form of industrial action or dispute affecting the supply of, or production of, raw materials;] [lack of, interruption to, or unavailability of, or lack of available facilities;] [non-performance by a third party due to the collapse of buildings, fire, explosion, accident, war, pest, drought, earthquake, epidemic, pandemic, or other natural disaster;] [war, civil commotion or riots, war, civil war, threat of armed conflict, imposition of sanctions, embargo, or trade restrictions;] [or] any law or action taken by a government or authority, but not limited to, imposing an export or import restriction, or failing to grant a necessary licence or other approval in similar circumstances].
- 18.2 If any Force Majeure Event occurs in relation to either Party which affects or impairs the performance of its obligations under this Agreement, the other Party shall, to the extent and as soon as reasonably possible, take such steps and endeavours as may be reasonable to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 18.3 Subject to Clause 18.2, neither Party shall be deemed to be in breach of, or shall otherwise be liable to the other by reason of, non-performance or non-performance of any of its obligations under this Agreement to the extent that performance of that obligation is prevented, hindered, or delayed by a Force Majeure Event of which the Party is not responsible, and the time for that performance shall be extended accordingly.
- 18.4 If the Party is prevented, hindered, or delayed by a Force Majeure Event for a period of <<insert period>>, [the Parties shall enter into negotiations to alleviate its effects, or to agreeing upon terms of settlement as may be fair and reasonable] **OR** [the other Party shall terminate this Agreement [immediately] by giving written notice to the affected Party].
19. **Termination**
- 19.1 Without prejudice to any other right or remedy available to it, either Party may terminate this Agreement immediately by giving written notice to the other Party.
- a) If the Party does not pay any sum due under this Agreement when due, and such sum remains outstanding for at least 30 days after receiving written notification from the other Party, the other Party may terminate this Agreement immediately by giving written notice to the Party.

- S**
- b) ...mits a material breach of any term of this ...t breach is capable of remedy) does not remedy ...<insert period>> days after receiving written ...her Party to do so;
- A**
- c) ...ens to, or does, suspend payment of its debts as ...that it is unable to pay its debts, or (being a ...ability partnership) is deemed unable to pay its ...ing of section 123 of the Insolvency Act 1986 (as ...e words "it is proved to the satisfaction of the ...ections 123(1)(e) or 123(2) of the Insolvency Act ...in those sections), or (being an individual) is ...nable to pay its debts or as having no reasonable ...s debts, in either case, within the meaning of ...solvency act 1986, or (being a partnership) has ...ny of the foregoing applies;
- M**
- d) ...negotiations with any class or all of its creditors ...ing of any of its debts, or proposes any ...ements with any of its creditors or enters into the ...eing a company) solely for the purpose of a ...nt amalgamation of that other Party with one or ...s or for the solvent reconstruction of that other
- P**
- e) ...s to the court for, or obtains, a moratorium under ...cy Act 1986;
- f) ...tice is given, a resolution is passed, or an order ...se in connection with the winding up of the other ...ny, limited liability partnership, or a partnership) ...r the purpose of a scheme for the solvent ...other Party with one or more other companies or ...ruction of that Party;
- L**
- g) ...de to the court, or an order is made, for the ...ministrator, or a notice of intention to appoint an ...or an administrator is appointed, over the other ...y, limited liability partnership, or a partnership);
- E**
- h) ...ing floating charge over the assets of that other ...any or limited liability partnership) has become ...has appointed, an administrative receiver;
- i) ...ttitled to appoint a receiver over any or all of the ...rty, or a receiver is appointed over all or any of ...Party;
- j) ...g an individual) is the subject of a bankruptcy ...order;
- k) ...prancer of the other Party attaches or takes ...istress, execution, sequestration, or other such ...nforced on or sued against, the whole or part of ...sets and such attachment or process is not ...sert period>> days;
- l) ...proceeding is taken, with respect to the other ...n to which it is subject, that has a similar effect to

- set out above in sub-Clauses 19.1(c) to (k)
- m) ceases or suspends, or threatens to cease or suspend, a substantial part of its business;
  - n) (an individual) dies, or due to illness or incapacity (physical), becomes incapable of managing their affairs or is a patient under any mental health legislation;
  - o) is under the control of the other Party (within the meaning of the Corporation Tax Act 2010).
- 19.2 For the purposes of Clause 19.2(b), a breach shall be considered capable of being remedied if the Party in breach can comply with the provision in question in all material respects.
- 19.3 Without prejudice to the other rights or remedies available to it, [the Client] OR [the Service Provider] may terminate this Agreement at any time by giving not less than 30 days written notice to the [Service Provider] OR [other Party]. Any termination shall not take effect before <<insert date>>.
- 20. Effects of Termination**
- Upon the termination of this Agreement for any reason:
- 20.1 any sums payable by or to the other Party under any of the provisions of this Agreement shall become immediately due and payable;
  - 20.2 the Service Provider shall immediately return any and all Client Materials and Client Equipment to the Client. The Service Provider shall be fully and solely responsible for the safe return of Client Materials and Client Equipment in its possession or control to the Client and shall not use the same for any purpose not connected with this Agreement. In the event that the Service Provider retains any Client Materials or Client Equipment [within 30 days of termination or expiry of this Agreement], the Client shall have the right to enter the Service Provider's premises to take possession of the same;
  - 20.3 the following provisions 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 20 (Effects of Termination), Clause 21 (Inadequacy of Damages), Clause 23 (No Waiver), Clause 27 (Severance), Clause 37 (Dispute Resolution), and Clause 38 (Law and Jurisdiction);
  - 20.4 termination of this Agreement shall not prejudice any right to damages or any other remedy which the other Party may have in respect of the event giving rise to termination or any other right to damages or any other remedy in respect of any breach of this Agreement which exists at the time of termination or expiry.
- 21. Inadequacy of Damages**
- 21.1 Without prejudice to the other rights and remedies that the Client may have, the Service Provider acknowledges that damages alone would not

- constitute a breach of the Agreement by the Service Provider of any of the terms of the Agreement.
- 21.2 The remedies of injunction, specific performance, or other equitable remedies available in law or equity for any breach (threatened or actual) of the terms of this Agreement shall be available to 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 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 Agreement 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 Party.
25. **Entire Agreement**
- 25.1 [Subject to the terms of Clause 14 (Data Processing), this] **OR** [This] Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof.
- 25.2 Each Party, in entering into this Agreement, it does not rely on any representation, warranty, assurance or other provision (made or not made) except as 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 that any provision of this Agreement is found to be unlawful, invalid or unenforceable, that / those provision(s) shall be deemed severed from the Agreement. The remainder of this Agreement shall remain in full force and effect.
28. **Conflict**
- In the event of any inconsistency or conflict 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.

contained in the Agreement shall prevail.

29. **Further Assent**

Each Party shall execute all such further deeds, documents and things as may be necessary to give full effect to the provisions of this Agreement into full force and effect.

30. **Costs**

Subject to a written agreement 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 the terms of this] **OR** [This] Agreement is personal to the Parties and neither Party shall assign, mortgage, charge (otherwise than by floating charge) or otherwise delegate any of its rights or obligations under or otherwise delegate any of its obligations under this Agreement without the consent of the other Party, such consent not to be unreasonably withheld.

31.2 [[Subject to the terms of Clause 14 (Data Processing), the] **OR** [The] Parties shall not be entitled to perform any of the obligations undertaken by it or through any other member of its group or through suitably qualified and experienced third parties or omission of such other member or sub-contractor or subcontractor of this Agreement, be deemed to be an act of delegation.]

32. **Relationship**

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

33. **Time**

The Parties agree that the dates referred to in this Agreement shall be of the essence of the Agreement.

34. **Non-Solicitation**

34.1 [Subject to the terms of 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 from the other Party any person who is or was employed or engaged by the other Party at any time in relation to this Agreement without the consent of that Party].

34.2 Neither Party shall, for the term of this Agreement and for a period of <<insert period>> after its termination or expiry, solicit or entice away from the other Party any person who is or was employed or engaged by 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.

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dama  
that P

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any such solicitation or enticement would cause  
that Party [without the express written consent of

35. **Third Party**

35.1 No p  
acco  
this A

intended to confer rights on any third parties and  
rights of Third Parties) Act 1999 shall not apply to

35.2 Subje  
trans

Agreement shall continue and be binding on the  
signs of either Party as required.

36. **Notices**

36.1 All no  
signe  
notic

ent shall be in writing and deemed duly given if  
a duly authorised officer of the Party giving the

36.2 All no  
addre  
other

ent shall be addressed to the most recent postal  
email address given in this Agreement or as  
either Party to the other from time to time.

36.3 Notic

ave been duly given:

a)

covered by courier or other messenger during the  
s of the recipient [, on signature of a delivery

b)

[fax or] email [and a successful confirmation of  
is generated] during the normal business hours  
ent outside the recipient's normal business hours,  
ours resume; or

c)

., 9.00 a.m.>> on the second Business Day  
at the delivery time recorded by the relevant  
ailed by first-class mail, postage prepaid [or by  
day delivery service].

36.4 For t  
<<ins  
days

ause 36, "normal business hours" shall mean  
>> to <<insert time, e.g., 5.00 p.m.>>, <<insert  
> on a day that is not a public or bank holiday.

37. **Dispute Res**

37.1 The P  
Agre  
have

resolve any dispute arising out of or relating to this  
ns between their appointed representatives who  
ch disputes.

37.2 [If ne  
<<ins  
attem  
Dispu

Clause 37.1 do not resolve the matter within  
of a written invitation to negotiate, the parties will  
te in good faith through an agreed Alternative  
procedure.]

37.3 [If th  
withi  
not  
arbitr

r sub-Clause 37.2 does not resolve the matter  
e initiation of that procedure, or if either Party will  
procedure, the dispute may be referred to

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37.4 The s...der sub-Clause 37.3 shall be England and Wales.  
The ...rned by the Arbitration Act 1996 and Rules for  
Arbitr...n the Parties. In the event that the Parties are  
unab...rator(s) or the Rules for Arbitration, either Party  
may, ...ce to the other Party, apply to the President or  
Deput...being of the Chartered Institute of Arbitrators for  
the a...ator or arbitrators and for any decision on rules  
that r...

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37.5 Noth...shall prohibit either Party or its affiliates from  
apply...injunctive relief.

37.6 The ...t the decision and outcome of the final method of  
dispu...Clause 37 shall [not] be final and binding on both  
Parti...

38. **Law and Ju**

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38.1 This...y non-contractual matters and obligations arising  
there...ewith) shall be governed by, and construed in  
acco...England and Wales.

38.2 Subje...Clause 37 (Dispute Resolution), any dispute,  
contr...t claim between the Parties relating to this  
Agree...on-contractual matters and obligations arising  
there...with) shall fall within the jurisdiction of the courts  
of En...

SIGNED for and on...vider by:  
<<Name and Title of...Service Provider>>

\_\_\_\_\_  
Authorised Signatur

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

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

\_\_\_\_\_  
Authorised Signatur

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

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## SCHEDULE 1

### The Services

#### Specification of Services

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

#### Client Equipment

<<Insert a list of applicable Client Equipment>>

#### Client Materials

<<Insert a list of applicable Client Materials>>

#### Service Provider Equipment

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

#### Materials and Third Parties

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

#### Milestones

<<Insert details of Milestones>>

#### Timetable for Services

<<Insert details of the Timetable for the provision of the Services including, where applicable, reference to the Milestones>>

#### Acceptance Criteria

<<Insert details of the Acceptance Criteria applicable to the Milestones>>

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**SCHEDULE 2**

**Fees and Payment**

**Fees**

<<Insert details of  
which the Fees are

eration of the Services including the method by

**Payment Terms**

<<Insert details of p

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### SCHEDULE 3

#### **Mandatory Policies**

<<Insert a list of the Mandatory Policies (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 to 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 for the purposes of TUPE. In the event of such a transfer, the details of 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 identification of 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 details 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 provide 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;

e) details of any claims or claims which the Service Provider has brought 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, to which the Potential Returning Employees are entitled; and

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

2.4 At request by the Client, the Service Provider shall provide 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 damages (including 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 the claim is made pursuant to statute, pursuant to European law, or otherwise) in respect of any fault, act, or omission on the part of the Service Provider or the New Service Provider on or after the Service Transfer Date;

b) any failure on the part of 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 is caused by the Client and/or the New Service Provider or arises out of or in connection with its activities 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.

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 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 entitlement to which that person is entitled and in respect of any 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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**Key Personnel**

<<Insert details of the personnel to be assigned to the project as required and maintained by the Service Provider under sub-Clause 4.3>>]



Service Provider's

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

SCHEDULE 6



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## SCHEDULE 7

### Personal Data Protection

#### 1. Data Processing

##### Scope

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

##### Nature

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

##### Purpose

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

##### Duration

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

#### 2. Types of Person

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

#### 3. Categories of Data

<<List the categories of data>>

#### 4. Organisational and

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

#### Protection Measures

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