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IT (COMPANY AGREEMENT

THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Service Provider>> incorporated in <<Country of Registration>> under number <<Company Registration Number>> [of] <<insert Address>> ("the Service Provider")
- (2) <<Name of Sub-Contractor>> incorporated in <<Country of Registration>> under number <<Company Registration Number>> [of] <<insert Address>> ("the Sub-Contractor")

WHEREAS:

- (1) The Service Provider provides IT support services to the Client, has reasonable skill, knowledge, qualifications and experience in the field of IT support services and has been engaged by the Client to provide such IT support services to the Client pursuant to a contract dated <<insert date>> (the "Main Contract") which is attached as Schedule 1.
- (2) The Sub-Contractor has relevant qualifications and experience in the field of IT support services and wishes to provide its services to the Service Provider as a sub-contractor to assist the Service Provider in relation to its obligations under the Main Contract.
- (3) In reliance upon such skill, knowledge, qualifications and experience, the Service Provider wishes to engage the Sub-Contractor to provide certain parts of the IT support services to the Client as a sub-contractor under the Main Contract as described herein.
- (4) The Sub-Contractor wishes to provide IT support services to the Client subject to, and in accordance with, the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

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

"Business Day"

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

"Client"

the Service Provider's client under the Main Contract, whose name is <<insert name of Client>> [a company incorporated in <<insert country of registration>> under registration number <<insert registration number>> whose registered office is at] OR [of] <<insert address>>;

"Commencement Date"

the date on which this Agreement is made as set out in Schedule 1 to this Agreement;

"Confidential Information"

information of either Party, information which is disclosed by one Party to the other Party pursuant to this Agreement (whether in writing or by any other medium, and whether orally or in writing, or in any other manner) which is expressly stated to be confidential or which, by its nature, is confidential (whether or not so stated as such);

“Consultant”

**“Data Protection
Legislation”**

[“Equipment”

**[“Intellectual Property
Rights”**

“Principal Consultant”

[“Software”

“Sub-Contractor’s Fees”

“Sub-Contracted Services”

“Support Services”

1.2 Unless the context of

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either self-employed or employed
tor, (other than the Principal
itable skill, knowledge, and
nominated and engaged by the
carry out the Sub-Contracted
tion for the Principal Consultant;

the legislation in force from time to
Kingdom applicable to data
acy including, but not limited to,
retained EU law version of the
ction Regulation ((EU) 2016/679),
the law of England and Wales,
thern Ireland by virtue of section 3
ion (Withdrawal) Act 2018); the
2018 (and regulations made
e Privacy and Electronic
egulations 2003 as amended;

IT equipment in relation to which
is to provide any or all of the Sub-
s, as detailed in Schedule 3;]

ual property rights, including but
ts, rights to inventions, copyright
rights in computer software,
ography rights, moral rights,
l information (including know-how
n each case whether registered or
ncluding all applications for, and
ons of, such rights;]

me of person>> being the person
o-Contractor to carry out Sub-
s for the Sub-Contractor, subject
Consultant;

er software operating on the
on to which the Sub-Contractor is
l the Sub-Contracted Services, as
e 4;]

vable by the Service Provider to
in consideration of the Sub-
s, as fully described in Schedule

f the Support Services to be
o-Contractor as a sub-contractor;

services to be provided by the
the Client under the Main
he Sub-Contracted Services form

reference in this Agreement to:

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- 1.2.1 "writing", and communication, includes a reference to any transmission;
- 1.2.2 a statute or provision as in force at the relevant time;
- 1.2.3 "this Agreement" and "Schedules" means this Agreement and each of the Schedules attached at the relevant time;
- 1.2.4 a Schedule means a Schedule to this Agreement;
- 1.2.5 a Clause or Paragraph (other than a Clause or Paragraph of the relevant Schedule);
- 1.2.6 a "Party" or "Parties" means the Parties to this Agreement.

- 1.3 The headings used herein are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. Commencement Date

- 2.1 Subject to sub-Clause 2.2, this Agreement shall come into effect on the Commencement Date.
- 2.2 In the event that the Commencement Date does not come into effect by the Commencement Date, this Agreement shall come into effect only on and from the date on which the Service Provider gives written notice from the Service Provider to the Sub-Contractor that the Main Contract has come into effect.
- 2.3 The Service Provider shall give written notice to the Sub-Contractor immediately in writing when the Main Contract has come into effect if it is not already in effect on the Commencement Date.

3. Engagement of the Sub-Contractor

- 3.1 The Service Provider shall engage the Sub-Contractor to provide the Sub-Contracted Services in accordance with the terms and conditions of this Agreement.
- 3.2 The appointment of the Sub-Contractor under this Agreement is mutually non-exclusive, that is to say, the Sub-Contractor, the Principal Consultant or any other service providers and the Service Provider may engage any other sub-contractor or employee to provide the Sub-Contracted Services which are the same as or similar to the Sub-Contracted Services provided by the Sub-Contractor, the Principal Consultant, or the employee by the Service Provider does not adversely affect the Sub-Contractor's ability to carry out the Sub-Contracted Services on a timely basis.
- 3.3 The Sub-Contractor shall engage the Principal Consultant to carry out the Sub-Contracted Services, which may in its complete discretion, at any time (and on one or more occasions) to provide the Sub-Contracted Services provided that the Sub-Contractor has the knowledge and experience. The Sub-Contractor shall consult with the Service Provider.

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tion in any case but whether or
Service Provider, the Sub-Contractor
ltant for the Principal Consultant.
se all reasonable endeavours to]
here the provision of the Sub-
an <<insert period>> by absence,
reason. The Service Provider shall
such Consultant (whether or not
reasonable opinion they are not
g. knowledge or experience.

- Principal Consultant and any Consultant of the Sub-Contractor and that the Principal Consultant and those of any Sub-Contractor are at all times exclusively for the use, direct and control. The Service Provider shall not control the Sub-Contractor or any other person engaged on the Sub-Contracted Work and shall have no right to do so.

- the Client as detailed in the Main Contract. The Client is primarily responsible for organising, managing and determining in what order the Sub-Contracted Work is to be done with the Service Provider to ensure the best possible results for the Client and the impact of the provision of the Sub-Contracted Work. The Client shall be responsible for the activities of the Service Provider and the results of the Sub-Contracted Work.

- quality of the work undertaken by
ent, for ensuring that the Principal
ing all or any part of the Sub-
and with all reasonable care and
taken or committed by the Principal
ions or breaches were undertaken

- le for the rectification of any

- any services available except for this Agreement. The engagement of the Sub-Contracted Services by the Sub-Contractor shall be the part of the Service Provider or the Sub-Contractor, and no further contract, appointment or agreement shall hereby be created or

Provider is that of an independent contractor. The Sub-Contractor shall be responsible for, including, but not limited to, income taxes (including but not limited to) in respect of all amounts paid or received pursuant to this Agreement.

- demnify the Service Provider in the relevant authorities against the fines and/or contributions, including

- interest and penalties payable by the Service Provider under this Agreement.
- 4.3 The Sub-Contractor shall be responsible for all of its expenses and, where applicable, Value Added Tax.
- 5. Sub-Contractor's Obligations**
- 5.1 The Sub-Contractor shall endeavour to ensure that the Sub-Contracted Service Provider's material respects in accordance with the applicable laws.
- 5.2 The Sub-Contractor shall ensure the Sub-Contracted Services are provided by the Principal Consultant with reasonable skill and care.
- 5.3 The Sub-Contractor shall endeavour to ensure that deadlines agreed between the Service Provider and the Client are met. Time shall be of the essence of this Agreement.
- 5.4 The Sub-Contractor shall endeavour to act, and to ensure that the Principal Consultant act, in accordance with all reasonable instructions provided by the Service Provider and the Principal Consultant, within the scope of the Sub-Contracted Services.
- 5.5 The Sub-Contractor shall ensure that it, the Principal Consultant, and any other persons acting on its behalf, comply with all statutes, regulations, byelaws, rules applicable to or relevant to the provision of the Sub-Contracted Services.
- 5.6 [The Sub-Contractor shall ensure that the Principal Consultant ensure that the Principal Consultant comply with, and to ensure that the Principal Consultant comply with, any and all end user licence agreements to any Software that the Sub-Contractor in the course of providing the Sub-Contracted Services.]
- 5.7 [The Sub-Contractor shall guarantee and free the Service Provider with full title and any Intellectual Property Rights in the Sub-Contractor in the course of providing the Sub-Contracted Services in any media, including computer software, reports and specifications.]
- 5.8 [The Sub-Contractor shall endeavour to accommodate any reasonable changes to the Sub-Contracted Services that may be required as a result of a request by the Service Provider to change the Support Services, subject to the Service Provider agreeing any Fees that are appropriate to take proper account of such changes.]
- 6. Service Provider's Obligations**
- 6.1 The Service Provider shall ensure that the Client shall, as appropriate:
- 6.1.1 Allow the Principal Consultant, access to the relevant [Equipment] as reasonably required by the Sub-Contractor in the course of providing the Sub-Contracted Services;
- 6.1.2 Provide adequate facilities for the Principal Consultant, (and any other agents, sub-

- contractors, reasonably
- 6.1.3 Co-Operate reasonably [Equipment]
- 6.2 The Service Provider, Consultant, and any that is reasonably necessary for the Contracted Services
- 6.3 The Service Provider shall ensure that the Sub-Contractor to provide the Contracted Services
- 6.3.1 [any and all]
- 6.3.2 [any and all]
- 6.3.3 [original Software]
- 6.3.4 [current data]
- 6.3.5 [<<insert additional information>>].
- 6.4 The Service Provider shall use reasonable endeavours to ensure that the Sub-Contractor that is responsible for the Contracted Services maintains the accuracy and completeness of the information.
- 6.5 The Service Provider shall, from time to time, issue instructions to the Sub-Contractor in relation to the scope of the Sub-Contracted Services. Such instructions must be compatible with the instructions set out in Schedule 2.
- 6.6 In the event that the Client reasonably requires the decision, approval, consent or authorisation or communication from the Client in order to provide the Sub-Contracted Services (or any part thereof), the Service Provider shall ensure that the Client uses reasonable endeavours to provide the information in a reasonable and timely manner.
- 6.7 The Service Provider shall ensure that the Client uses, all reasonable endeavours to ensure that the Sub-Contractor of all health and safety rules and regulations on the Client's premises.
- 7. Provision of Equipment**
- [7.1 The Service Provider shall provide the following equipment:
- <<insert equipment list>>
- <<insert equipment list>>
- <<add further equipment>>
- AND/OR**
- [7.2 The Sub-Contractor shall provide the following equipment which shall include:
- <<insert equipment list>>
- <<insert equipment list>>

<<add further equip

8. Insurance

- 8.1 The Service Provider shall, in relation to the Support Services provided by them to the Sub-Contractor, maintain and keep in force indemnity insurance with a minimum limit of £<<insert>> per occurrence. The Sub-Contractor shall, in relation to the Contracted Services, maintain and keep in force a like policy with a minimum limit of indemnity for any one occurrence of £<<insert>>.
- [8.2 The Service Provider shall, in relation to the Support Services provided by them to the Sub-Contractor, maintain and keep in force indemnity insurance with a minimum limit of indemnity of £<<insert>> for any one occurrence. [Such insurance shall cover the extent evidenced in the policy and/or cover note.] OR [The Sub-Contractor must maintain and keep in force, in relation to the Contracted Services, a like policy (with a minimum limit of indemnity for any one occurrence) of £<<insert>>.]

9. Fees and Payment

- 9.1 In consideration of the Sub-Contractor providing the Contracted Services, the Service Provider shall pay the Sub-Contractor the Fees due in accordance with Schedule 5 and this Clause.
- 9.2 The Sub-Contractor shall invoice the Service Provider for the Sub-Contractor's Fees due in accordance with Schedule 5.
- 9.3 The Service Provider shall pay the Sub-Contractor's Fees due within <<insert>> of receipt of the invoice from the Sub-Contractor.
- 9.4 All payments to be made by the Service Provider under this Agreement shall be made in <<insert>> in cleared funds, to such bank in <<insert location>> writing. The Service Provider may from time to time nominate in writing any bank to which payments should be made.
- 9.5 Where any payment falls due on a day that is not a Business Day, it may be made on the following Business Day.
- 9.6 Without prejudice to the other provisions of this Clause, the Service Provider shall, in the event of default by the Sub-Contractor within the time period set out in sub-Clause 9.3, to pay interest on the overdue sum at the rate of <<insert>> per annum above the base lending rate of <<insert name of bank>>. Such interest shall accrue on a daily basis from the date of default until payment is made in full to the Sub-Contractor of the overdue sum, whether before or after judgment. The interest shall be payable together with the overdue sum.
- 9.7 [All sums due under this Agreement shall be paid in full without any set-off, deduction or counterclaim, except such amount (if any) of tax that is to be deducted or borne by the Sub-Contractor.]
- OR**
- [The Service Provider shall not set off against sums due to the Sub-Contractor any sum payable by the Sub-Contractor to the Service Provider from the Sub-Contractor.]
- 9.8 The Service Provider shall not set off against sums due to the Sub-Contractor any sum payable by the Sub-Contractor to the Service Provider from the Sub-Contractor.
- 9.9 [Except as set out in Clause 9.8, the Service Provider shall not set off against sums due to the Sub-Contractor any sum payable by the Sub-Contractor to the Service Provider from the Sub-Contractor.]

incurred by the Sub-Contractor shall not be reimbursed by the Service Provider. All such non-reimbursable costs shall be deemed to be covered by the Sub-Contractor's Fees.]

out the Sub-Contracted Services shall be deemed to be covered by the Service Provider. All such non-reimbursable costs shall be deemed to be covered by the Sub-Contractor's Fees.]

10. Indemnity

10.1 The Sub-Contractor shall indemnify the Service Provider against all losses, claims, demands, costs, expenses, and damages, including reasonable attorneys' fees, incurred or suffered by the Service Provider which are caused in whole or in part by any negligent act or omission of or omission of the Sub-Contractor.

10.1 The Sub-Contractor shall indemnify the Service Provider against all losses, claims, demands, costs, expenses, and damages, including reasonable attorneys' fees, incurred or suffered by the Service Provider which are caused in whole or in part by any negligent act or omission of or omission of the Sub-Contractor.

10.2 The Service Provider shall give the Sub-Contractor notice in writing as soon as possible after it becomes aware of the dispute arising between the Service Provider and the Sub-Contractor. The Sub-Contractor shall control and pay the costs of the dispute arising between the Service Provider and the Sub-Contractor to which sub-Clause 10.1 applies.

10.2 The Service Provider shall give the Sub-Contractor notice in writing as soon as possible after it becomes aware of the dispute arising between the Service Provider and the Sub-Contractor. The Sub-Contractor shall control and pay the costs of the dispute arising between the Service Provider and the Sub-Contractor to which sub-Clause 10.1 applies.

10.3 The Sub-Contractor shall control and pay the costs of the dispute arising between the Service Provider and the Sub-Contractor to which sub-Clause 10.1 applies. The Sub-Contractor shall control and pay the costs of the dispute arising between the Service Provider and the Sub-Contractor to which sub-Clause 10.1 applies.

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11. Liability

11.1 This Clause 11 sets out the financial liability of the Parties to each other for any claim, demand, cost, expense, and damages, including reasonable attorneys' fees, incurred or suffered by the Service Provider which are caused in whole or in part by any negligent act or omission of or omission of the Sub-Contractor.

11.1 This Clause 11 sets out the financial liability of the Parties to each other for any claim, demand, cost, expense, and damages, including reasonable attorneys' fees, incurred or suffered by the Service Provider which are caused in whole or in part by any negligent act or omission of or omission of the Sub-Contractor.

11.2 Subject to sub-Clause 11.3, the Sub-Contractor shall be liable to the other, whether in contract, tort (including negligence, whether negligent or innocent) for any loss, claim, demand, cost, expense, and damages, including reasonable attorneys' fees, incurred or suffered by the Service Provider which are caused in whole or in part by any negligent act or omission of or omission of the Sub-Contractor.

11.2 Subject to sub-Clause 11.3, the Sub-Contractor shall be liable to the other, whether in contract, tort (including negligence, whether negligent or innocent) for any loss, claim, demand, cost, expense, and damages, including reasonable attorneys' fees, incurred or suffered by the Service Provider which are caused in whole or in part by any negligent act or omission of or omission of the Sub-Contractor.

11.3 Nothing in this Clause shall limit the liability of the Sub-Contractor under or in respect of the provisions of this Agreement shall:

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11.3.1 limit the liability of the Sub-Contractor under or in respect of the provisions of this Agreement shall:

11.3.1 limit the liability of the Sub-Contractor under or in respect of the provisions of this Agreement shall:

11.3.2 exclude or limit the liability of the Sub-Contractor under or in respect of the provisions of this Agreement shall:

11.3.2 exclude or limit the liability of the Sub-Contractor under or in respect of the provisions of this Agreement shall:

11.4 Subject to Clause 11.3, the Sub-Contractor shall be liable to the other, whether in contract, tort (including negligence, whether negligent or innocent) for any loss, claim, demand, cost, expense, and damages, including reasonable attorneys' fees, incurred or suffered by the Service Provider which are caused in whole or in part by any negligent act or omission of or omission of the Sub-Contractor.

11.4 Subject to Clause 11.3, the Sub-Contractor shall be liable to the other, whether in contract, tort (including negligence, whether negligent or innocent) for any loss, claim, demand, cost, expense, and damages, including reasonable attorneys' fees, incurred or suffered by the Service Provider which are caused in whole or in part by any negligent act or omission of or omission of the Sub-Contractor.

12. Confidentiality

- 12.1 Each Party undertakes to keep confidential the Confidential Information provided by sub-Clause 12.2 or as authorised in writing by the other Party, shall, at all times during the term of this Agreement and for a period of [insert period] years] after its termination:
- 12.1.1 keep confidential the Confidential Information;
 - 12.1.2 not disclose the Confidential Information to any other party;
 - 12.1.3 not use any Confidential Information for any purpose other than as contemplated by the terms of this Agreement;
 - 12.1.4 not make any Confidential Information available in any way or part with possession of the Confidential Information;
 - 12.1.5 ensure that the Confidential Information of its officers, employees, agents, subcontractors or contractors does not become a breach of which, if done by that Party, would be a breach of the Confidential Clauses 12.1.1 to 12.1.4 above.
- 12.2 Either Party may:
- 12.2.1 disclose any Confidential Information to:
 - 12.2.1.1 any subsidiary of that Party;
 - 12.2.1.2 any court, government authority or regulatory body;
 - 12.2.1.3 any other person if that Party or of any of the subsidiaries or bodies;
 - 12.2.1.4 the Confidential Information for the purposes contemplated by this Agreement, limited to, the provision of the Confidential Information in each case that Party shall first inform the other Party in question that the Confidential Information is in question that the Confidential Information is not to be disclosed except where the disclosure is to any person (including any employee or officer of any subsidiary of that Party) or any employee or officer of any subsidiary of that Party a written undertaking from the other Party in question. Such undertaking should be a written undertaking in the terms of this Clause 12, to keep the Confidential Information confidential and to use it only for the purposes for which it was made; and
 - 12.2.2 use any Confidential Information for any purpose, or disclose it to any other person, if it is at the date of this Agreement, already in the public domain, or is, or has become, public knowledge through no fault of that Party, or if the use or disclosure, that Party must not disclose Confidential Information which is not public knowledge.
- 12.3 The provisions of this Clause 12 shall continue in force in accordance with their terms, notwithstanding the termination or expiry of this Agreement for any reason.

13. Non-Solicitation

- 13.1 Neither Party shall solicit or induce, for the term of this Agreement or for a period of <<insert period>> after its termination or expiry, any person who was employed or otherwise associated with the other Party. at any time in relation to this Agreement.

13.2 Neither Party shall be bound by the term of this Agreement after termination or expiration of the term or client where any business of that other Party is involved.

ten consent of the other Party] for
 period of <<insert period>> after its
 from the other Party any customer
 ement would cause damage to the

14. Force Majeure

14.1 Neither Party to the Agreement shall be liable for failing to perform its obligations under the Agreement if such failure is caused by a Force Majeure event, including but not limited to, war, civil unrest, service provider or subcontractor unavailability, fire, flood, storms, governmental action or any other event that is beyond the control of the Party.

liable for any failure or delay in
re or delay results from any cause
at Party ("Force Majeure"). Such
limited to: power failure, internet
ure, industrial action, civil unrest,
e, acts of terrorism, acts of war,
r dissimilar event or circumstance
stion.

14.2 [In the event that a
hereunder as a res
period>>, the other
written notice at the
Parties shall agree
correctly or comple
Such payment sha
entered into in re
payment that the S
respect of the work

ent cannot perform its obligations
r a continuous period of <<insert
tion terminate this Agreement by
he event of such termination, the
le payment for all work carried out
tor up to the date of termination.
y prior contractual commitments
nce of this Agreement and the
should receive from the Client in
ompleted by the Sub-Contractor.]

15. Term and Termination

15.1 The term of this Agreement shall be for a period of five (5) years, commencing on the date hereof, unless the Parties have otherwise agreed in writing, and shall be subject to the provisions of Article 15.2.

om the Commencement Date until
bligations under this Agreement,

15.2 If the Main Contract is terminated or terminated thereupon automatically, the Contractor shall be required by the Parties to the Main Contract to pay the sum of Clause 16.

any reason, this Agreement shall
without any further action being
Agreement, subject to the provisions

15.3 Either Party may terminate this Agreement at any time without cause, not less than 60 days prior to termination, by written notice to the other Party.

immediately by giving to the other
written notice, to expire on or at
agreement>>.

15.4 Either Party may
notice to the other P

his Agreement by giving written

15.4.1 any sum owed by the Company under any provisions of the Business Data

that other Party under any of the
not paid within <<insert period>>
payment;

15.4.2 that other Parties to this Agreement shall remedy it within << >> notice given and be remedied;

breach of any of the provisions of
capable of remedy, fails to remedy
s Days after being given written
e breach and requiring it to be

15.4.3 an encumbrance on the property of the company, a claim against the company, or any other liability of the company that other Parties to the transaction may have.

, or where that other Party is a
f any of the property or assets of

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15.4.4 that other Party
being a company
the meaning

15.4.5 that other Party
made against
the purposes
a manner that
bound by or
this Agreement

15.4.6 anything and
jurisdiction of

15.4.7 that other Party

15.4.8 control of the
persons not
Agreement.
"connected"
Sections 112

15.5 For the purposes of
of remedy if the Party
respects.

15.6 The rights to term
prejudice any other
concerned (if any) of

16. Effects of Termination

Upon the termination of this

16.1 any sum owing by
Agreement shall be

16.2 all Clauses which,
the expiry or termination

16.3 termination shall not
which the termination
termination or any
may have in respect
before the date of termination

16.4 subject as provided
rights neither Party

16.5 each Party shall (e
cease to use, either
shall immediately re
control which contain

17. Data Protection

17.1 All personal data that
held in accordance
the rights of the other
third party under the

17.2 For complete details

arrangement with its creditors or,
to an administration order (within
86);

or firm, has a bankruptcy order
, goes into liquidation (except for
tion or re-construction and in such
therefrom effectively agrees to be
imposed on that other Party under

foregoing under the law of any
other Party;

to cease, to carry on business; or

red by any person or connected
other Party on the date of this
this Clause 15, "control" and
the meanings ascribed thereto by
of the Corporation Tax Act 2010.

each shall be considered capable
with the provision in question in all

ven by this Clause 15 shall not
er Party in respect of the breach

on:

under any of the provisions of this
and payable;

ir nature, relate to the period after
shall remain in full force and effect;

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

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

red to in Clause 12) immediately
any Confidential Information, and
ny documents in its possession or
tial Information.

will be collected, processed, and
e Data Protection Legislation and
tant, Principal Consultant or other
tion.

ection, processing, storage, and

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18.6.3 Ensure that the Data Processor (and any sub-processor) are contractually obliged to keep the personal data secure and to protect it from unauthorized access to the personal data (whether by the Data Processor or any sub-processor) and to ensure that the Data Processor and any sub-processor are contractually obliged to keep the personal data secure and to protect it from unauthorized access to the personal data (whether by the Data Processor or any sub-processor).

18.6.4 Not transfer the personal data to any third party outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:

18.6.4.1 The Data Processor has/have provided satisfactory evidence for the transfer of personal data;

18.6.4.2 Affected third party has enforceable rights and effective legal remedies;

18.6.4.3 The Data Processor provides with its obligations under the Data Protection Legislation, providing an adequate level of protection for the personal data so transferred; and

18.6.4.4 The Data Processor complies with all reasonable instructions given by the Data Controller with respect to the processing of the personal data.

18.6.5 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 security, breach notifications, impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

18.6.6 Notify the Data Controller of any breach of the personal data without undue delay of a personal data breach;

18.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to the Data Controller's satisfaction and in accordance with the requirements of this Agreement unless it is required to retain the personal data by law; and

18.6.8 Maintain complete and accurate records of all processing activities and implement appropriate technical and organizational measures implemented necessary to ensure compliance with Clause 18 and to allow for audits by the Data Controller or any other party designated by the Data Controller.

18.7 [The Data Processor shall comply with any of its obligations with respect to the processing of the personal data in accordance with Clause 18.]

OR

18.7 [The Data Processor shall not transfer any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 18 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld) and that the Data Processor appoints a sub-processor, the Data Processor shall ensure that the sub-processor, which shall

18.7.1 Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor under Clause 18 and which shall permit both the Data Controller and the Data Processor to enforce those obligations;

18.7.2 Ensure that the sub-processor complies fully with its obligations under the Data Protection Legislation.]

18.8 Either Party may, at any time, terminate this Agreement by giving the other Party written notice <<insert period, e.g. 30 calendar days>>.

days'>> notice, all
replacing them with
that form part of a
when replaced by a

provisions of this Agreement,
processing clauses or similar terms
scheme. Such terms shall apply
ent.]

19. No Waiver

No failure or delay by either
law or under this Agreement
and no waiver by either Pa
deemed to be a waiver of a

of its rights or remedies provided by
be a waiver of that right or remedy,
provision of this Agreement shall be
of the same or any other provision.

20. Further Assurance

Each Party shall execute
may be necessary to carry

deeds, documents and things as
reement into full force and effect.

21. Costs

Subject to any provisions
own costs of and incident
into effect of this Agreement

ty to this Agreement shall pay its
eparation, execution and carrying

22. Assignment and Sub-Contracting

22.1 [Subject to sub-Clas
Neither Party may
charge) or sub-licen
sub-contract or othe
written consent of
withheld.

reement is personal to the Parties.
arge (otherwise than by floating
te any of its rights hereunder, or
obligations hereunder without the
consent not to be unreasonably

22.2 [Subject to Clause
any of the obligatio
or through suitably
or omission of such
this Agreement, be

tractor shall be entitled to perform
gh any other member of its group
contractors or employees. Any act
mployee shall, for the purposes of
omission of the Sub-Contractor.

23. Time

[The Parties agree that all
the essence of this Agreement

d to in this Agreement shall be of

OR

[The Parties agree that th
guidance only and are not
mutual agreement between

rred to in this Agreement are for
Agreement and may be varied by

24. Relationship of the Parties

Nothing in this Agreement
partnership, joint venture,
Parties, or any employe
Consultant on the one han
fiduciary relationship, othe
this Agreement.

ned to constitute or give rise to a
yment relationships between the
the Principal Consultant or any
er on the other hand, or any other
relationship expressly provided for in

25. Third Party Rights

25.1 No one other than a
assignees, shall ha
Contracts (Rights of

t, their transferees, successors or
ny of its terms and accordingly the
shall not apply to this Agreement.

- 25.2 Subject to this Clause, the Agreement shall continue and be binding on the transferee, successors and assigns of the other Party as required.
- 26. Notices**
- 26.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party or its duly authorised officer or officer of that Party.
- 26.2 Notices shall be deemed duly given by a Party to the other Party:
- 26.2.1 when delivered by hand to the recipient or by registered mail;
- 26.2.2 when sent, if by post, by a return receipt is generated; or
- 26.2.3 on the fifth business day after mailing, if mailed by national express mail.
- In each case notice shall be deemed to have been given to the most recent address or e-mail address notified to the other Party.
- 27. Entire Agreement**
- 27.1 This Agreement contains the entire agreement between the Parties in respect of the subject matter and supersedes any prior agreement between the Parties in writing or oral and such prior agreements are deemed to be terminated as from the date hereof and both Parties acknowledge they have entered into this Agreement in full and to the exclusion of any other in respect of any previous agreement.
- 27.2 This Agreement may be amended or modified only by an instrument in writing signed by the duly authorised representatives of both Parties.
- 27.3 Each Party acknowledges that in entering into this Agreement, it does not rely on any statement, representation or warranty, expressly provided or otherwise implied by statute or otherwise permitted by law.
- 28. Counterparts**
- This Agreement may be executed in any number of counterparts and by the Parties to it on separate occasions. Each counterpart when so executed and delivered shall be an original, but all counterparts together shall constitute one and the same instrument.
- 29. Severance**
- If one or more of the provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, the provisions shall be deemed severed from the Agreement and the remainder of this Agreement shall be valid and enforceable.
- 30. Dispute Resolution**
- 30.1 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 the Parties.
- 30.2 [If negotiations under this Clause do not resolve the matter within <<insert period>> days after the date of the last written communication to negotiate, the parties will

attempt to resolve the dispute through an agreed Alternative Dispute Resolution

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

30.4 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 the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

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

30.6 The Parties hereby agree that the outcome of the final method of dispute resolution used shall [not] be final and binding on both Parties.

31. Law and Jurisdiction

31.1 This Agreement (including any amendments thereto) shall be governed by, and construed in accordance with, the law of England and Wales.

31.2 Subject to the provisions of this Agreement, all disputes or claims between the Parties arising out of or in connection with this Agreement shall fall within the jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the Supplier
<<Name and Title of person signing>>
[Director]

Authorised Signature

Date: _____

SIGNED for and on behalf of the Supplier
<<Name and Title of person signing>>
[Director]

Authorised Signature

Date: _____

The Main Contract

<<Attach a complete copy of the M

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The Sub-Contracted Services

<<Insert a detailed specification of the services to be provided by the Sub-Contractor>>

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[Equipment

<<Insert details of the Client's (rel

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Sub-Contractor's Fees

<<Insert full details of fees and pay

[Expenses

<<If any expenses of the Sub-Contractor are reimbursable by the Service Provider, insert here details of the types, amounts, and of what will be reimbursable, and how such expenses should be applied to the contract. >>]

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Insurance

<<Insert evidence of insurance reference number>>]

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Pursuant to Clause 18.4, the following details of the type(s) of personal data, the scope, nature and purpose of the processing and the processing:

<<Insert full details>>]

[Pursuant to Clause 18.6.2, the following technical and organisational measures agreed:

<<Insert full details>>]]

S

A

M

P

L

E