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IT SUB CONTRACT 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") **OR**
- (2) <<Name of Sub-Contractor>> ("the Sub-Contractor")

**WHEREAS:**

- (A) The Service Provider provides IT support services and has reasonable skill, knowledge, qualifications and experience and has been engaged by the Client to provide such IT support services pursuant to a contract dated <<insert date>> (the "Main Contract") which is attached as Schedule 1.
- (B) The Sub-Contractor has relevant qualifications and experience in the field of IT support services and offers their services to the Service Provider as a sub-contractor of the Service Provider in relation to its obligations under the Main Contract.
- (C) 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.
- (D) The Sub-Contractor wishes to provide such IT support services to the Client subject to, and in accordance with, the terms, conditions and obligations of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the meanings set out below:

**"Business Day"**

any day other than Saturday or Sunday) on which the Client's offices are open for their full range of business hours 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 disclosed by either Party, information which is confidential to either Party by the other Party pursuant to a confidentiality obligation with this Agreement (whether written or oral, and whether or not it is expressly stated to be confidential or confidential as such);

**“Data Protection Legislation”**

**[“Equipment”**

**[“Intellectual Property Rights”**

**[“Software”**

**“Sub-Contractor’s Fees”**

**“Sub-Contracted Services”**

**“Support Services”**

**“Worker”**

1.2 Unless the context of

1.2.1 “writing”, and  
communicat

1.2.2 a statute or  
provision as

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the legislation in force from time to time in the United Kingdom applicable to data protection including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), the law of England and Wales, the law of Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made under it); the Privacy and Electronic Communications Regulations 2003 as amended;

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

any intellectual property rights, including but not limited to, patents, rights to inventions, copyright and related rights, rights in designs, database rights, topography, rights in confidential information (including know-how and trade secrets) in each case whether registered or unregistered, and including all renewals or extensions of, such

software operating on the equipment to which the Sub-Contractor is to provide any or all of the Sub-Contracted Services, as detailed in Schedule 4;]

payable by the Service Provider to the Sub-Contractor in consideration of the Sub-Contracted Services, as fully described in Schedule 3;

of the Support Services to be provided by the Sub-Contractor;

services to be provided by the Sub-Contractor to the Client under the Main Contract and the Sub-Contracted Services form

either self-employed or employed by the Sub-Contractor, with suitable skill, knowledge and experience who is nominated and engaged by the Sub-Contractor to carry out any or all of the Sub-Contracted Services on the Sub-Contractor’s behalf.

reference in this Agreement to:

the word “transmission”, includes a reference to any communication by transmission;

the word “statute” is a reference to that statute or regulation in force at the relevant time;

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1.2.3 "this Agreement and each of the Schedules attached to this Agreement;

1.2.4 a Schedule in the Agreement;

1.2.5 a Clause or paragraph of the Agreement (other than this Clause) and

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

1.3 The headings used in the Agreement shall be for convenience only and shall have no effect upon the interpretation of the Agreement.

1.4 Words imparting the singular shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

## 2. Commencement Date

2.1 Subject to sub-Clause 2.2, the Agreement shall come into effect on the Commencement Date.

2.2 In the event that the Agreement does not come into effect by the Commencement Date, it shall come into effect only on and from the date on which the Service Provider receives written notice from the Service Contractor that the Main Contract has come into effect.

2.3 The Service Provider shall confirm 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 a Sub-Contractor to provide the Sub-Contracted Services in accordance with the terms and conditions of this Agreement.

3.2 The appointment of a Sub-Contractor shall be exclusive, that is to say, the Service Provider or other person engaged by the Service Provider and client shall not engage any other Sub-Contractor to provide the Sub-Contracted Services. The Service Provider shall not engage any other sub-contractor or employee to provide services which are the same as or similar to the Sub-Contracted Services by the Sub-Contractor, or the engagement of any other sub-contractor or employee by the Service Provider does not adversely affect the Sub-Contractor's ability to provide the Sub-Contracted Services fully and correctly on a timely basis.

3.3 The Sub-Contractor shall, at its discretion, at its own expense, and on one or more occasions) to substitute for itself and/or engage any Worker(s) in addition to the Sub-Contractor to provide the Sub-Contracted Services, provided that the Worker(s) has the requisite skills, knowledge and experience. The Sub-Contractor shall consult with the Service Provider beforehand, but whether or not the Sub-Contractor shall in any case substitute a Worker for itself. The Sub-Contractor shall in any case make all reasonable endeavours to provide such

this Agreement and each of the Schedules attached to this Agreement;

Agreement;

ce to a Clause of this Agreement (other than this Clause) and paragraph of the relevant Schedule;

parties to this Agreement.

for convenience only and shall have no effect upon the interpretation of the Agreement.

include the plural and vice versa.

other gender.

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s not come into effect by the Commencement Date, it shall come into effect only on and from the date on which the Service Provider receives written notice from the Service Contractor that the Main Contract has come into effect.

Contractor immediately in writing when the Main Contract has come into effect if it is not already in effect on the Commencement Date.

Sub-Contractor to provide the Sub-Contracted Services in accordance with the terms and conditions of this Agreement.

er this Agreement is mutually non-exclusive, that is to say, the Service Provider or other person engaged by the Service Provider and client shall not engage any other Sub-Contractor to provide the Sub-Contracted Services. The Service Provider shall not engage any other sub-contractor or employee to provide services which are the same as or similar to the Sub-Contracted Services by the Sub-Contractor, or the engagement of any other sub-contractor or employee by the Service Provider does not adversely affect the Sub-Contractor's ability to provide the Sub-Contracted Services fully and correctly on a timely basis.

discretion, at its own expense, and on one or more occasions) to substitute for itself and/or engage any Worker(s) in addition to the Sub-Contractor to provide the Sub-Contracted Services, provided that the Worker(s) has the requisite skills, knowledge and experience. The Sub-Contractor shall consult with the Service Provider beforehand, but whether or not the Sub-Contractor shall in any case substitute a Worker for itself. The Sub-Contractor shall in any case make all reasonable endeavours to provide such



## 5. Sub-Contractor's Obligations

- 5.1 The Sub-Contractor shall endeavour to ensure that the Sub-Contracted Services are provided in accordance with the material respects in accordance with Schedule 2.
- 5.2 The Sub-Contractor shall ensure that the Sub-Contracted Services are provided by it and any Worker(s) with due skill and care.
- 5.3 The Sub-Contractor shall endeavour to ensure that deadlines agreed between the Sub-Contractor and the Service Provider from time to time in accordance with the terms of the Agreement 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 any Worker(s) comply with, in accordance with all reasonable instructions given to the Sub-Contractor by the Service Provider provided such instructions are consistent with the terms of the Sub-Contracted Services as set out in Schedule 2.
- 5.5 The Sub-Contractor shall ensure that any Worker(s) comply with, in accordance with all reasonable regulations, byelaws, standards, codes of conduct and any other applicable laws, rules, regulations or relevant to the provision of the Sub-Contracted Services.
- 5.6 [The Sub-Contractor shall ensure that any Worker(s) comply with, in accordance with all reasonable agreements which the Sub-Contractor is required to interact with in the provision of the Sub-Contracted Services.]
- 5.7 [The Sub-Contractor shall ensure that any Worker(s) comply with, in accordance with all reasonable guarantee and free of charge, any and all end user licence in any products or materials, any Intellectual Property Rights in the course of the Sub-Contracted Services in any media, including computer software, reports and specifications.]
- 5.8 [The Sub-Contractor shall ensure that any Worker(s) comply with, in accordance with all 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 reasonable changes to the Sub-Contracted Services 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 Sub-Contractor to have access to the relevant Workers access to the relevant [Equipment] reasonably required by the Sub-Contractor in the provision of the Sub-Contracted Services;
- 6.1.2 Provide adequate facilities for the Sub-Contractor and any Worker(s), sub-contractors, consultants (or) as reasonably required by the Sub-Contractor;
- 6.1.3 Co-operate with the Sub-Contractor upon the Sub-Contractor's reasonable request in the event of any defect or malfunction in the Sub-Contracted Services.
- 6.2 The Service Provider shall ensure that the Client allows the Sub-Contractor to have access to the relevant Workers access to the relevant [Equipment] reasonably required by the Sub-Contractor in the provision of the Sub-Contracted Services;

- and any Workers reasonably necessary for the provision of the Contracted Services
- 6.3 The Service Provider shall ensure that the Sub-Contractor has access to the Client makes freely available to the Sub-Contractor for the provision of the Sub-Contracted Services
- 6.3.1 [any and all equipment and materials required for the provision of the Sub-Contracted Services]
- 6.3.2 [any and all equipment and materials required for the provision of the Sub-Contracted Services]
- 6.3.3 [original Software]
- 6.3.4 [current data]
- 6.3.5 [<<insert additional equipment and materials required for the provision of the Sub-Contracted Services>>]
- 6.4 The Service Provider shall ensure that the Sub-Contractor has access to the Client shall, as appropriate, use reasonable endeavours to ensure the Sub-Contractor has access to the Client's pertinent information to the Sub-Contractor's provision of the Sub-Contracted Services
- 6.5 The Service Provider shall ensure that the Sub-Contractor has access to the Client's instructions must be compatible with the scope of the Sub-Contracted Services set out in Schedule 2.
- 6.6 If the Sub-Contractor requests the decision, approval, consent or any other communication from the Client in order to continue provide the Sub-Contracted Services (or any part thereof), the Client uses reasonable endeavours to ensure the Sub-Contractor is able to provide the same in a timely manner.
- 6.7 The Service Provider shall ensure that the Client uses all reasonable endeavours to ensure 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 ensure that the Sub-Contractor has access to the Client for the provision of the following equipment:
- <<insert equipment>>
- <<insert equipment>>
- <<add further equipment>>
- AND/OR**
- [7.2 The Sub-Contractor shall ensure that the Client has access to the Sub-Contractor's provision of its own equipment which shall include:
- <<insert equipment>>
- <<insert equipment>>
- <<add further equipment>>
- 8. Insurance**
- 8.1 The Service Provider shall ensure that the Sub-Contractor has access to the Client's insurance with a minimum limit of indemnity of £<<insert amount>> per occurrence. The Sub-Contractor shall ensure that the Client uses all reasonable endeavours to ensure the Sub-Contractor is able to provide the same in a timely manner.

must have in place (with like terms and a minimum limit of indemnity for any one occurrence) which covers the Sub-Contracted Services, a like policy (with like terms and the minimum limit of indemnity for any one occurrence) which covers the Support Services.

- [8.2 The Service Provider shall maintain and provide to the Sub-Contractor personal indemnity insurance with a minimum limit of indemnity for any one occurrence. [Such insurance shall cover the Sub-Contractor for the extent evidenced in the policy and/or cover note.] OR [The Sub-Contractor must maintain and provide to the Service Provider, in relation to the Support Services, a like policy (with like terms and the minimum limit of indemnity for any one occurrence) which covers the Support Services.]

## 9. Fees and Payment

- 9.1 In consideration of the Sub-Contracted Services, the Service Provider shall pay the Sub-Contractor the Fees due in accordance with Schedule 5 and this Agreement.
- 9.2 The Sub-Contractor shall pay the Service Provider the Fees due in accordance with Schedule 5.
- 9.3 The Service Provider shall pay the Sub-Contractor's Fees due within <<insert period>> 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 location>> in cleared funds, to such bank in <<insert location>> from time to time nominate in writing.
- 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 rights of the Service Provider, in the event of the Service Provider failing to pay the Sub-Contractor's Fees due within the time period set out in sub-Clause 9.3, the Service Provider shall pay interest on the overdue sum at the rate of <<insert rate>> per annum above the base lending rate of <<insert name of bank>> in effect at the time. 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 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 paid by the Sub-Contractor.]
- OR**
- [The Service Provider shall have the right to set off against sums due to the Sub-Contractor any sums due to the Service Provider from the Sub-Contractor (where relevant).]
- 9.8 The Service Provider shall not be liable for payment to any Worker in respect of the Sub-Contracted Services.
- 9.9 [Except as set out in sub-Clause 9.8, the Service Provider shall not be liable for payment to any Worker in respect of the Sub-Contracted Services. All such non-reimbursable expenses 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 and expenses incurred or suffered by the Service Provider which are caused in whole or in part by any negligent act or omission of or on the part 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 a dispute arising between the Service Provider and the Client in relation to the Contracted Services to which sub-Clause 10.1 applies.
- 10.3 The Sub-Contractor shall indemnify the Service Provider in full for any dispute or claim in which the Service Provider may be involved in connection with the Contracted Services, provided that the Service Provider gives written notice to the Sub-Contractor as required under sub-Clause 10.2, where the Sub-Contractor shall be deemed to have sole authority and responsibility to settle such Dispute.

## 11. Liability

- 11.1 This Clause 11 sets out the financial liability of the Parties to each other for any loss or damage, including but not limited to, negligence, breach of contract, breach of statutory duty and breach of statutory duty, in connection with this Agreement.
- 11.2 Subject to sub-Clause 11.3, the Sub-Contractor shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty (including negligent or innocent) for any loss or damage, including but not limited to, loss of profit, loss of revenue, loss of opportunity, loss of time, failure to achieve the purpose of the Agreement, loss of data, loss of any computer or data, loss of any special, commercial, economic, or otherwise, that may be suffered by the other Party that arises out of or in connection with this Agreement.
- 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:
- 11.3.1 limit the liability of the Sub-Contractor for fraud or fraudulent misrepresentation, or for death or personal injury;
- 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 liability of the Sub-Contractor under or in respect of the provisions of this Agreement shall be limited to £<<ins> the entire term of the Agreement.

## 12. Confidentiality

- 12.1 Each Party undertakes to keep confidential the information authorised in writing by the other Party during the term of this Agreement and for a period of [ ] years after its termination:
- 12.1.1 keep confidential the information;



## 14. Force Majeure

- 14.1 Neither Party to the Agreement shall be liable for any failure or delay in performing its obligations under the Agreement that is beyond the control of that Party ("Force Majeure"). Such Force Majeure causes shall be limited to: power failure, internet failure, industrial action, civil unrest, fire, flood, storms, acts of terrorism, acts of war, governmental action or any other dissimilar event or circumstance of force majeure.
- 14.2 [In the event that a Party cannot perform its obligations hereunder as a result of a Force Majeure event for a continuous period of <<insert period>>, the other Party may terminate this Agreement by giving written notice at the discretion of the Client. In the event of such termination, the Parties shall agree on a reasonable payment for all work carried out correctly or completely prior to the date of termination. Such payment shall be based on the proportion of prior contractual commitments entered into in reliance on the Agreement and the value of the work completed by the Sub-Contractor.]

## 15. Term and Termination

- 15.1 This term of this Agreement shall run from the Commencement Date until the Parties have completed their obligations under this Agreement.
- 15.2 If the Main Contract is terminated for any reason, this Agreement shall terminate thereupon automatically without any further action being required by the Parties, subject to the provisions of Clause 16.
- 15.3 [Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> days' notice, to expire on or at any time after <<insert minimum term>> months.]
- 15.4 Either Party may terminate this Agreement immediately by giving written notice to the other Party if:
- 15.4.1 any sum owed by one Party to the other Party under any of the provisions of this Agreement is not paid within <<insert period>> Business Days after being given written notice;
  - 15.4.2 that other Party is in breach of any of the provisions of this Agreement which is capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice giving it the opportunity to be remedied;
  - 15.4.3 an encumbrance is placed on, or where that other Party is a company, a charge is created over, any of the property or assets of that other Party;
  - 15.4.4 that other Party enters into an arrangement with its creditors or is placed into an administration order (within the meaning of the Insolvency Act 1986);
  - 15.4.5 that other Party is an individual or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of reconstruction or re-construction and in such

a manner that  
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 terminate  
prejudice any other  
concerned (if any) of

## 16. Effects of Termination

Upon the termination of this

16.1 any sum owing by the  
Agreement shall be

16.2 all Clauses which, except  
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 (each  
cease to use, either  
shall immediately release  
control which contains

## 17. Data Protection

17.1 All personal data that  
held in accordance  
the rights of the other  
Data Protection Legislation

17.2 For complete details  
retention of personal  
personal data is used  
of the other Party and  
them, and personal  
respective Privacy Policies  
<<insert location>>  
location>>].

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  
any documents in its possession or  
tial Information.

will be collected, processed, and  
the Data Protection Legislation and  
er(s) or other third party under the

ection, processing, storage, and  
limited to, the purpose(s) for which  
es for using it, details of the rights  
er third party and how to exercise  
(applicable), please refer to the  
ailable from the Sub-Contractor at  
the Service Provider at <<insert

## 18. [Data Processing]

- 18.1 In this Clause 18 and for the purposes of this Agreement, the terms “personal data”, “data subject”, “data controller”, “data processor”, “data breach”, “data subject breach” shall have the meanings defined in the GDPR, and the terms “Data Processor” and “Data Controller” shall have the meanings as “processor” and “controller” respectively.
- 18.2 [All personal data to be processed by the Data Processor shall be subject to this Agreement and the Data Processing shall be subject to the terms of the Data Processing Agreement which the Parties shall enter into before any personal data is processed.]
- OR
- 18.2 [Both Parties shall ensure that the Data Processor complies with the data protection requirements set out in the Data Processing Agreement and shall not remove or replace any of the provisions of this Agreement with any other provisions. Neither Party shall be responsible for any obligations set out in the Data Processing Agreement which shall not remove or replace any of those obligations.]
- 18.3 For the purposes of this Agreement, the [Data Controller] and the [Sub-Contractor] shall be the “Data Controller” and the [Data Processor] shall be the “Data Processor”.
- 18.4 The type(s) of personal data, the nature and purpose of the processing, and the location of the processing shall be set out in Schedule 7 to this Agreement.
- 18.5 The Data Controller shall ensure that the Data Processor is in place all necessary consents and notices required for the transfer of personal data to the Data Processor in accordance with Schedule 7 to this Agreement.
- 18.6 The Data Processor shall ensure that it processes personal data processed by it in accordance with the following obligations under this Agreement:
- 18.6.1 Process the personal data in accordance with the written instructions of the Data Controller and shall not be otherwise required to process personal data unless the Data Processor is otherwise required to process personal data. The Data Processor shall promptly notify the Data Controller of any breach unless prohibited from doing so by law;
- 18.6.2 Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from loss, destruction, damage or disclosure, (b) are proportionate to the risks to the personal data, (c) are appropriate to the nature of the data, taking into account the state of the art and the cost of implementing those measures, and (d) shall be agreed between the Data Controller and the Data Processor and set out in Schedule 7 to this Agreement.
- 18.6.3 Ensure that the Data Processor and its subcontractors (if any) are contractually obliged to keep the personal data confidential and to restrict access to the personal data (whether or not the Data Processor is a subcontractor) to those who are contractually obliged to keep the personal data confidential.
- 18.6.4 Not transfer personal data 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 legal rights and effective
- 18.6.4.3 The Data Controller provides with its obligations under the law, providing an adequate level of protection for personal data so transferred; and
- 18.6.4.4 The Data Controller provides with all reasonable instructions given to the Data Controller with respect to the processing of personal data.
- 18.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with applicable Data Protection Legislation with respect to data security, breach notifications, impact assessments, and consultations with supervisory authorities (including, but not limited to, the relevant Data Protection Authority);
- 18.6.6 Notify the Data Controller of any breach of personal data without undue delay of a personal data breach;
- 18.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) all personal data and any and all copies thereof to which the Data Controller is not entitled under this Agreement unless it is required to retain such 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 personal data under 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). Where the Data Processor appoints a sub-processor, the sub-processor 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; and
- 18.7.2 Ensure that the sub-processor complies fully with its obligations under applicable Data Protection Legislation.]
- 18.8 Either Party may, at any time, terminate this Agreement by giving <<insert period, e.g. 30 calendar days'>> notice, all of which shall be subject to the provisions of this Agreement, and replacing them with any other terms and conditions of processing clauses or similar terms that form part of a data protection scheme. Such terms shall apply to the processing of personal data under this Agreement.]

## 19. No Waiver

No failure or delay by either Party in exercising its rights or remedies provided by law or under this Agreement shall constitute a waiver of that right or remedy, and no waiver by either Party under any provision of this Agreement shall be

- deemed to be a waiver of a
- 20. Further Assurance**
- Each Party shall execute deeds, documents and things as may be necessary to carry the Agreement into full force and effect.
- 21. Costs**
- Subject to any provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental expenses in connection with the preparation, execution and carrying into effect of this Agreement.
- 22. Assignment and Sub-Contracting**
- 22.1 [Subject to sub-Clause 22.2, the Agreement is personal to the Parties. Neither Party may assign, sub-assign, sub-charge (otherwise than by floating charge) or sub-licence any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.
- 22.2 [Subject to Clause 22.1, the Contractor shall be entitled to perform any of the obligations hereunder through any Worker(s) who are suitably qualified and skilled for the purposes of this Agreement. The use of such Worker(s) shall, for the purposes of this Agreement, not constitute an act or omission of the Sub-Contractor.
- 23. Time**
- [The Parties agree that all time periods specified in this Agreement shall be of the essence of this Agreement.]
- OR**
- [The Parties agree that the time periods specified in this Agreement are for guidance only and are not intended to be of the essence of this Agreement and may be varied by mutual agreement between the Parties.]
- 24. Relationship of the Parties**
- Nothing in this Agreement shall constitute or give rise to a partnership, joint venture, association, or any employment relationship between the Parties, or any employment relationship between any Worker and the Service Provider, or any other fiduciary relationship, except as expressly provided for in the Agreement.
- 25. Third Party Rights**
- 25.1 No one other than a Party to the Agreement, its assignees, shall have any right to enforce any of its terms and accordingly the provisions of the Agreement 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 a Party as required.
- 26. Notices**
- 26.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by the Party or its duly authorised officer of that Party.
- 26.2 Notices shall be deemed to have been duly given by a Party to the other Party:

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26.2.1 when delivered to the registered member

26.2.2 when sent, it

26.2.3 on the fifth  
ordinary first

In each case notices shall be notified by that other Party.

## 27. Entire Agreement

27.1 [Subject to Clause  
between the Parties  
prior agreement be  
agreements are d  
acknowledge they h  
agreement.

27.2 This Agreement may be terminated by the Parties or the Parties may be deemed to be a dual purpose unless the Parties agree in a notice to the Secretary of State.

27.3 Each Party acknowledges that it is not making any statement, expressly provided terms implied by statute or otherwise, as permitted by law.

## 28. Counterparts

This Agreement may be  
Parties to it on separate co  
shall be an original, but a  
same instrument.

## 29. Severance

If one or more of the provisions of this Agreement are held to be otherwise unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

## 30. Dispute Resolution

30.1 The Parties shall at the time of the Agreement through the Agreement shall have the authority to

30.2 [If negotiations un  
<<insert period>> d  
attempt to resolve  
Dispute Resolution

30.3 [If the ADR proced  
within <<insert perio  
not participate in  
arbitration by either

### 30.4 The seat of the arbitration



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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.

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.

either Party or its affiliates from applying to a court for an injunction.

30.6 The Parties hereby agree that the dispute resolution under this Agreement shall be final and binding on both Parties.

and outcome of the final method of dispute resolution under this Agreement [not] be final and binding on both Parties.

### 31. Law and Jurisdiction

31.1 This Agreement (including any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement) shall be governed by, and construed in accordance with, the law of England and Wales.

any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement) shall be governed by, and construed in accordance with, the law of England and Wales.

31.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement) shall fall within the exclusive jurisdiction of the courts of England and Wales.

dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement) shall fall within the exclusive jurisdiction of the courts of England and Wales.

SIGNED [for and on behalf of the Service Provider]

SIGNED [for and on behalf of the Service Provider]

<<Name of Service Provider or name of authorised signatory>>  
[Director]

<<Name of Service Provider or name of authorised signatory>>  
[Director]

\_\_\_\_\_  
[Authorised] Signature

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

SIGNED by <<Full name of Sub-Contractor>>  
(the Sub-Contractor)

SIGNED by <<Full name of Sub-Contractor>>  
(the Sub-Contractor)

\_\_\_\_\_  
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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**[Software**

<<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 how such expenses should be app

reimbursable by the Service Provider, of what will be reimbursable, and >>]

**Insurance**

<<Insert evidence of insurance ref. [2]>>]

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Pursuant to Clause 18.4, the following details of the nature and purpose of the process

type(s) of personal data, the scope, nature and purpose of the processing:

<<Insert full details>>]

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

cal and organisational measures

<<Insert full details>>]]

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