#### THIS IT SERVICES FRAMEWOR

#### **BETWEEN:**

 (1) <<Name of Supplier>> [a of Registration Number>> w ("the Supplier")

and

- (2) <<Name of Company>>
  <Company Registration I Address>> ("Company")
- Definitions
  1.1 In this Agreement,

"Agreement"

"Call Off Contract"

"Commencement Date" "Force Majeure Cause"

"IT Service"

"Order Form"

"Ordering Procedure" "Relevant Call Off Terms"



1.2 Unless the context









e on the

day of

ngland under number <<Company at] **OR** [of] <<insert Address>>

ed in England under number ered office is at] **OR [**of] <<insert

have the following meanings:

s Framework Agreement including

made pursuant to the Ordering prision of any IT Service by the any and the purchase of the same

Agreement;

t falls within Clause 8 of this

iny one or more of the following

nt and Licensing] laintenance] vels] re Services] onal or alternative service(s)

ng in substantially the form set out edule 1 (Ordering Procedure);

set out in Schedule 1

set of supplementary terms and set out in a Schedule and are ded by this Agreement) to a tract; and

hmencing on the Commencement the <<insert e.g. second, third, f the Commencement Date or on his Agreement

reference in this Agreement to:

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- 1.2.1 "writing", ar communicat
- 1.2.2 a statute or provision as
- 1.2.3 "Agreement and each o relevant tim
- 1.2.4 a Schedule
- 1.2.5 an Annex is forming part a particular Order Form
- 1.2.6 a "party" or
- 1.3 Reference in this A Clause or paragrap
- 1.4 Reference in a Call Clause or paragrap
- 1.5 Where any provisio Call Off Contract re Contract be deeme appropriate to give Agreement.
- 1.6 The headings use convenience only a
- 1.7 Words imparting the
- 1.8 References to any
- 1.9 References to pers

### 2. Purpose of this Agreeme

The purpose of this Agreen

- 2.1 provide a means v Contracts;
- 2.2 [provide the framew
- 2.3 set out the terms ar

### 3. Term

This Agreement shall take the end of the Term unles this Agreement.

## 4. Scope of this Agreement

- 4.1 This Agreement go supply of any IT Se
- 4.2 The Company may time, place an orde any IT Service from

ion, includes a reference to any or similar means;

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

Services Framework Agreement nended or supplemented at the

### ement;

ement, an annex attached to (and rms in a Schedule or, in relation to istead an annex attached to the ; and

arties to this Agreement.

or paragraph is a reference to a r than the Schedules)

e or paragraph is a reference to a t;

is deemed to be incorporated in a that reference shall in that Call Off Call Off Contract" as necessary or I Off Contract as intended by this

d in a Call Off Contract are for point the interpretation of it.

clude the plural and vice versa.

ther gender.

tions.

enter into one or more Call Off

all Off Contract]; and pply to each Call Off Contract.

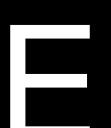
ement Date and shall terminate at accordance with the provisions of

tween the parties in relation to the ne Company;

on, during the Term from time to Ordering Procedure to purchase

ew ar









- 4.3 The parties agree t
  - 4.3.1 The Compa or any minir Supplier dur
  - 4.3.2 No form of nothing in obtaining fro as any of th third party/ie Services;
- 4.4 The parties agree t deemed to compris Order Form (as tha Order Form shall b the Relevant Call C Agreement togeth provisions shall ap proper purpose of t
- 4.5 Except as may be s signed by the Supp
  - 4.5.1 no additiona on behalf of Call Off Co conditions b
  - 4.5.2 in particular no Relevan Contract for are only app
- 4.6 Each Call Off Contr the parties;
- Unless and until a C by the parties, ther to that IT Service;
- 4.8 The term of each Contract, it shall ex Call Off Contract a Call Off Contract r termination of this Agreement shall no
- 4.9 In the case of con body of this Agreer Off Contract, the pr or Call Off Contract

### 5. Relevant Call Off Terms

Where the Supplier is to p Contract, the set of Releva set out in a Schedule) sha of Relevant Call Off Terms urchase any particular IT Service any type(s) of IT Service from the

s created by this Agreement and ther prevent the Company from y services similar to or the same the Supplier from providing to any to or the same as any of the IT

ct made for an IT Service shall be r Form and the acceptance of that d in the Ordering Procedure). The (as if set out in the Order Form) hat IT Service as provided by this of this Agreement, and those ich manner as best achieves the

Order Form which is accepted and lar Call Off Contract:

nditions of or communicated by or party shall be incorporated in any uch additional or other terms or

f doubt, it is hereby confirmed that rm part of or apply to a Call Off according to this Agreement they IT Service;

egally binding agreement between

particular IT Service is entered into reement between them in relation

be as provided by that Call Off accordance with the terms of that eed in writing by both parties, that t to extend beyond the expiry or expiry or any termination of this hating any Call Off Contract; and

en any provision contained in the contained in any Schedule or Call his Agreement] **OR** [that Schedule

vice listed below under a Call Off next to that IT Service below (and ontract but none of the other sets ff Contract:



3

Type of <u>IT Service</u>

[Software Developn

[Software Support a Services [IT Support Service [Hardware and Soft

[<<insert descriptio service(s) required>

Each of those sets of Releventhis Agreement.

### 6. [Data Protection

The Supplier will only use Supplier's <<insert docum location(s)>>.]

### 7. [Data Processing

- 7.1 In this Clause 7 an controller", "data p meaning defined ir Data Protection Re of the law of Engla section 3 of the Eur
- 7.2 [All personal data to subject to this Agre a data processing personal data is pro

### OR

- 7.2 [Both parties shall of out in the Data Agreement shall re Protection Legislat obligations.
- 7.3 For the purposes o this Agreement, the "Data Controller", legislation in force to protection and prive Protection Act 2018 Electronic Commun
- 7.4 The type(s) of p processing, and th Contract shall be se
- 7.5 The Data Controlle and notices require Processor for the

<sup>1</sup> Each of these sets of terms should, as require might wish to use for this purpose can be found









### Relevant Call Off Terms<sup>1</sup>

Software Development and Licensing Terms] Software Support and Maintenance Services Terms] IT Support Service Levels Terms] Hardware and Software Services Terms] ditional or alternative type of IT

et out in Schedules 2 to [3][4][5] to

nal information as set out in the Notice>> available from <<insert

rsonal data", "data subject", "data al data breach" shall have the d EU law version of the General (the "UK GDPR"), as it forms part and Northern Ireland by virtue of I) Act 2018.

upplier on behalf of the Company, ed in accordance with the terms of ne parties shall enter before any

e data protection requirements set Neither this Clause 7 nor this y obligations set out in the Data nove or replace any of those

pislation and for this Clause 7 and occessor" and the Company is the Legislation" means all applicable United Kingdom applicable to data nited to, the UK GDPR; the Data thereunder); and the Privacy and 3 as amended.

e, nature and purpose of the ssing in relation to each Call Off

s in place all necessary consents nsfer of personal data to the Data his Agreement and any Call Off

his Agreement. Template sets of terms that you subfolder.

Contract.

- 7.6 The Data Processo relation to its perforany Call Off Contra
  - 7.6.1 Process the Controller u such persor the Data Co by law;
  - 7.6.2 Ensure that measures (a data from damage or potential ha current state those meas Data Contro set out in an
  - 7.6.3 Ensure that for processi that persona
  - 7.6.4 Not transfer written con conditions a

7.6.4.1 The prov 7.6.4.2 Affeo legal

7.6.4.3 The Data prote

7.6.4.4 The given proc

- 7.6.5 Assist the D to any and compliance security, bre with supervi the Informat
- 7.6.6 Notify the breach;
- 7.6.7 On the Da dispose of) the Data Co Call Off Cor by law; and
- 7.6.8 Maintain cor technical a

y personal data processed by it in gations under this Agreement and

he written instructions of the Data r is otherwise required to process ta Processor shall promptly notify ng unless prohibited from doing so

ble technical and organisational Controller) to protect the personal ful processing, accidental loss, ares shall be proportionate to the events, taking into account the gy and the cost of implementing ken shall be agreed between the sor and, for each Call Off Contract ontract;

ess to the personal data (whether ) are contractually obliged to keep

side of the UK without the prior roller and only if the following

the Data Processor has/have for the transfer of personal data;

enforceable rights and effective

es with its obligations under the providing an adequate level of onal data so transferred; and

s with all reasonable instructions ta Controller with respect to the ta.

ta Controller's cost, in responding ta subjects and in ensuring its tion Legislation with respect to t assessments, and consultations ators (including, but not limited to, e);

undue delay of a personal data

instruction, delete (or otherwise a and any and all copies thereof to of this Agreement or the relevant to retain any of the personal data

rds of all processing activities and ures implemented necessary to

demonstrate and to allo designated l

7.7 [The Data Processe to the processing Contracts]

OR

- 7.7 [The Data Process processor with resp and the Call Off Controller (such co the Data Processor
  - 7.7.1 Enter into a impose upo upon the Da and which Controller to
  - 7.7.2 Ensure that that agreem
- 7.8 Either party may, at days'>> notice, at replacing them with that form part of a when replaced by a

### 8. Force Majeure

- 8.1 Neither party to this breach of, this A obligations where s For this purpose a reasonable control power failure, inter fire, flood, storms, action or any other
- 8.2 In any Call Off Con the meaning of that

### 9. Termination

- 9.1 The Company may with effect from eith in that notice falling
  - 9.1.1 the Supplie and fails to remedy; or
  - 9.1.2 the Compar default by th
- 9.2 The Company sha upon giving to the S

## 10. Relationship of the partie

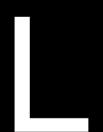
10.1 Nothing in this Ag

S











ause 7 and the Call Off Contracts ata Controller and/or any party

any of its obligations with respect this Clause 7 and the Call Off

t any of its obligations to a subpersonal data under this Clause 7 rior written consent of the Data nably withheld). In the event that r, the Data Processor shall:

h the sub-processor, which shall same obligations as are imposed ause 7 and the Call Off Contracts Data Processor and the Data s; and

lies fully with its obligations under ion Legislation.]

t <<insert period, e.g. 30 calendar provisions of this Agreement, ocessing clauses or similar terms scheme. Such terms shall apply nent.]

ble under, or be deemed to be in re or delay in performing their ts from any Force Majeure Cause. is any cause that is beyond the es include, but are not limited to: ure, industrial action, civil unrest, rorism, acts of war, governmental control of the party in question.

use" means a cause falling within e 8.1 above.

t by serving notice on the Supplier or any subsequent date specified the date of that notice where:

f any provision of this Agreement s or that breach is not capable of

f Contract as a consequence of II Off Contract.

inate this Agreement at any time onths prior notice.

e or be deemed to constitute a

partnership, joint ve parties other than t provide for in this A

10.2 Neither party shall enter into any contr liability, assume ar behalf of the other

### 11. Assignment and Subcon

- 11.1 This Agreement is a of the other party (s may assign, mortg license to any third this Agreement or a
- 11.2 The Supplier may r or all or any part/s Company (such cor
- 11.3 Where, pursuant to obligations under th any third party, it sh the Company again from any act or omi

### 12. Entire Agreement

- 12.1 Save as provided b supersedes all prior parties and it const its subject matter.
- 12.2 This Agreement ma by the duly authoris
- 12.3 The obligations of existing this Agreer no conflict between
- 12.4 The parties confirn basis of any repr Agreement but not either party's liabilit

### 13. Severance

The parties agree that, in Agreement is found to be provisions shall be deeme remainder of this Agreemen

### 14. No Waiver

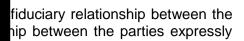
- 14.1 No failure or delay Agreement shall be either party of a bre be a waiver of any s
- 14.2 A waiver of any

S









ty to do, and shall not do, any act, ation, give any warranty, incur any press or implied, of any kind on

nd, except with the written consent reasonably withheld) neither party than by floating charge) or subphts, licences or obligations under

vise delegate any of its obligations pt with the written consent of the ably withheld)

Supplier performs all or any of its ny part/s of an IT Service through n performance and shall indemnify suffered by the Company arising

of this Clause 12, this Agreement ints and undertakings between the ent between the parties relating to

by an instrument in writing signed parties.

non-disclosure agreement preprce and effect in so far as there is

tered into this Agreement on the expressly incorporated into this intended to or will limit or exclude sentation made by the other.

r more of the provisions of this rwise unenforceable, that / those mainder of this Agreement. The rceable.

cising any of its rights under this er of that right, and no waiver by his Agreement shall be deemed to same or any other provision.

ition of this Agreement shall be

effective only if give in the instance and

### 15. Third Party Rights

- 15.1 Nothing in this Agree accordingly the Couthis Agreement.
- 15.2 This Agreement sh and assigns of eithe

### 16. Notices

- 16.1 All notices under th if signed by, or on notice.
- 16.2 Notices shall be dee
  - 16.2.1 when delive recorded de or
  - 16.2.2 when sent, report or ret
  - 16.2.3 on the fifth ordinary ma
  - 16.2.4 on the tent postage pre

in each case addre to the other Party.

16.3 Service of any d concerning or arisin causing such docur principal office, or to other party in writing

### 17. Law and Jurisdiction

- 17.1 This Agreement, ar (including any non associated therewit the laws of England
- 17.2 Any dispute, contro this Agreement (ind therefrom or associ the courts of Englar
- 1.1 At any time during the d supply of an IT Service by
- 1.2 Submission of that Order Off Contract for that IT Se









by the waiving party and then only any waiver is given.

hfer rights on any third parties and arties) Act 1999 shall not apply to

ing on the transferee, successors

writing and be deemed duly given sed officer of the Party giving the

given:

ier or other messenger (including al business hours of the recipient;

il and a successful transmission or

g mailing, if mailed by national

ng mailing, if mailed by airmail,

address or e-mail address notified

oses of any legal proceedings shall be effected by either party by the other party at its registered or nay be notified to one party by the

sing out of or in connection with it obligations arising therefrom or and construed in accordance with,

aim between the parties relating to al matters and obligations arising within the [exclusive] jurisdiction of

1

dure

nt, the Company may request the a completed Order Form.

y the Company to enter into a Call

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- 1.3 Each Order Form must b that Order Form must h necessary Annexes (i.e. Relevant Call Off Terms attached to the Order For
- 1.4 The Order Form must be quantity and all other n [price][rates][fees] in acco [valid current [price][rate] particular for each disting must state the type of IT 2, [3], [4] or [5][etc] will ap
- 1.5 No document in any for constitute a valid offer for
- Following receipt of a vali within a reasonable peri [seven (7)] days) acknowl
  - 1.6.1 notify the Comp Order Form; or
  - 1.6.2 notify the Comp Order Form.
- 1.7 If the Supplier:
  - 1.7.1 notifies the Com Order Form; or
  - 1.7.2 the time-limit refe

then the offer from the Co

- 1.8 The Supplier by accepti Clause 1.6.2 above shall Contract with the Compa Order. The Call Off Contr. Supplier returns to the Co
- 1.9 The Supplier must not co Off Contract for that IT Se

APPEND

[insert here the required pro forma with the requiremen

[If and as applicable, insert the Software Development and Licensing







he Appendix to this Schedule and art of the terms of the order) all exed to and forming part of the t concerned) fully completed and v the Supplier.

ay as to make clear the type and ervices requested, including the 's [current listed [price][rate][fees]] clusive fixed price agreed], and in rices of services are requested, it lear as to which one of Schedules of services.

Form as prescribed above shall ement.

er shall promptly and in any event event not exceed a time limit of r Form and either:-

ccept the offer constituted by the

offer by signing and returning the

accept the offer constituted by the

s expired;

hall lapse.

by an Order Form pursuant to at offer and to enter into a Call-Off the IT Service referred to in that ome into existence on the date the that acceptance.

without having entered into a Call

# CEDURE

tent of the Order Form must comply of Schedule 1 above]

WO]

Software Support & Maintenance Ter IT Support Service Levels Terms, or Hardware and Software Services Tern or any other set of terms which are a

[If applicable, insert any further set oj either one of the sets listed in the not for the type of service to be provided]

SIGNED on the above date: By <<Name and Title of person sig for and on behalf of <<Insert name

Authorised Signature

### AND

SIGNED on the above date By <<Name and Title of person sig for and on behalf of << Insert name

Authorised Signature



e of services to be provided ]

# IREE]

ther type of service to be provided, ove or a set of other terms suitable

DURI