This agreement is dated [DATE]

PARTIES

(1)[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] **(Supplier)**

(2) **Chelmsford City Council** of Civic Centre, Duke St, Chelmsford CM1 1JE (**Customer)**

**BACKGROUND**

(A)The Supplier is in the business of providing Merchant Acquirer Services.

(B)The Customer agrees to obtain, and the Supplier agrees to provide services on the terms set out in this agreement.

**Agreed terms**

1.Interpretation

The following definitions and rules of interpretation apply in this agreement.

**1.1Definitions**.

**Affiliate**: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

**Applicable Data Protection Laws**: all Applicable Laws relating to the protection of personal data and the privacy of individuals, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and [the guidance issued by the Information Commissioner or any other relevant regulatory authority and applicable to the Services.

**Applicable Laws**: all applicable laws, statutes, regulations [and codes] from time to time in force.

**Business Day**: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours**: the period from 9.00 am to 5.00 pm on any Business Day.

**Change**: a change to the scope, nature, volume or execution of the Services under this agreement.

**Change Control Note:** the written record of any Change agreed or to be agreed by the parties under Clause 7.

**Charges**: the fees payable for the Services, as set out in Schedule 2.

**Confidential Information**: all information (however recorded or preserved) that one party or any of its Affiliates (discloser) discloses or makes available to the other party or any of its Affiliates (recipient) in connection with this agreement and which is designated as confidential or would be regarded as confidential by a reasonable businessperson. It includes the terms of this agreement, the Customer Personal Data, the Shared Personal Data] and any information of a confidential nature relating to the business, operations, customers, suppliers, plans, processes, products, trade secrets or know-how of the discloser. It does not include information that:

* is or becomes generally available to the public (other than as a result of the recipient's breach;
* was, is or becomes available to the recipient on a non-confidential basis from a person who, to the recipient's knowledge, is not bound by a confidentiality agreement with the discloser or otherwise prohibited from disclosing the information to the recipient;
* the parties agree in writing is not confidential or may be disclosed.

**Contract Manager**: the Customer Contract Manager or Supplier Contract Manager, as the case may be.

**Contract Year**: each 12-month period starting on the Effective Date and an anniversary of it.

**contro**l: has the meaning given in section 1124 of the Corporation Tax Act 2010, and controls, controlled and the expression change of control shall be interpreted accordingly.

**Customer Contract Manager**: the Customer's principal point(s) of contact for managing the Services on behalf of the Customer, being the (or each) individual identified as such in Schedule 3 or any replacement individual(s) appointed under Clause 11.1.

**Customer Equipment**: any equipment, including tools, systems, cabling or facilities, provided by or on behalf of the Customer to the Supplier and which is used directly or indirectly in the supply of the Services, including any items specified in Schedule 1.

**Customer Materials**: all documents, information, [software,] items and materials in any form (whether owned by the Customer or a third party), which are provided by the Customer to the Supplier in connection with the Services[, including the items provided pursuant to Clause 6.1(c)].

**Customer Personal Data**: any personal data which the Supplier processes in connection with this agreement on behalf of the Customer.

**Deliverables**: all documents, products[, designs, software, reports, specifications, plans] and other materials or items of any kind provided or to be provided as part of or in connection with the Services, including any deliverables specified in Schedule 1.

**Effective Date**: has the meaning given in Clause 2.1.

**Employment Regulations**: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) [and all other Applicable Laws in any applicable jurisdiction regulating the automatic transfer of employment on a service provision change.

**Intellectual Property Rights**: patents, [utility models,] rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up [and trade dress], goodwill and the right to sue for passing off [or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, or to claim priority from, those rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Key Milestone Date**: a Milestone Date which is identified as "key" in Schedule 1 [or by the written agreement of the parties.

**Key Personnel**: the individuals identified as key personnel in Schedule 3 or any replacement individuals appointed by the Supplier pursuant to Clause 5.3.

**Losses**: all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, awards, expenses and costs (including all interest, penalties, legal costs calculated on a full indemnity basis and reasonable professional costs and expenses.

**Mandatory Policies**: the Customer's business policies and codes listed] in Schedule 4, as updated by notification to the Supplier from time to time].

**Milestone**: any event, task or phase of the Services described as a milestone in Schedule 1.

**Milestone Date**: a date by which a Milestone is to be completed, as set out in Schedule 1.

**Regulator**: each person having regulatory or supervisory authority over all or any part of this agreement or the Customer's business.

**Relevant Requirements**: all Applicable Laws relating to the prevention of bribery and corruption, fraud [and OR , modern slavery and human trafficking etc.

**Replacement Services**: any services which are identical or substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Customer internally or by any Replacement Supplier.

**Replacement Supplier**: any third party supplier of Replacement Services appointed by the Customer from time to time.

**Services**: the services set out in Schedule 1, including all services, functions and responsibilities which are incidental or ancillary to those services or required for their proper and lawful performance.

**Shared Personal Data**: has the meaning given in Clause 13.4.]

**Supplier Equipment**: the hardware, tools, systems, cabling, devices or other equipment used by the Supplier or its subcontractors in the supply of the Services, including any items specified in Schedule 1 but excluding any items which are provided by the Customer.

**Supplier Contract Manager**: the principal point of contact for managing the Services on behalf of the Supplier, being the individual identified in Schedule 3 or any replacement individual(s) appointed by the Supplier under Clause 11.1.

**Supplier Materials**: all documents, information, software, items and other materials in any form created prior to the Effective Date or wholly outside the scope of this agreement by the Supplier or its suppliers or licensors and which are used to perform the Services or provided or made available to the Customer in connection with this agreement.

**Supplier Personnel**: all employees, workers, agents, consultants, contractors and other representatives of the Supplier, or any of its subcontractors, who are engaged in the performance of this agreement from time to time, and Supplier Person means any of them.

**Term**: has the meaning given in Clause 2.1.

**Termination Assistance Period**: the period starting on the earlier of three months before the expiry of this agreement or the date of notice of termination of this agreement by either party and ending three months after expiry or termination.

**Third Party Materials**: all documents, information, software, items and other materials in any form belonging to a third party (other than an Affiliate of either party) which the Supplier uses or wants to use in connection with the Services [and which are only made commercially available on standard terms that are not typically negotiated.

**UK GDPR**: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**VAT:** value added tax chargeable in the UK.

1.2 Clause, Schedule and paragraph headings do not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this agreement and have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.5 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.

1.7 This agreement is binding on, and enures to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party include that party's personal representatives, successors and permitted assigns.

1.8 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision:

(a)is a reference to it as amended, extended or re-enacted from time to time OR it is in force as at the date of this agreement; and

(b)includes all subordinate legislation made from time to time under that legislation or legislative provision.

1.9 A reference to writing or written excludes fax but not email.

1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.11 A reference to this agreement or to any other agreement or document is a reference to this agreement or that other agreement or document, in each case as varied from time to time.

1.12 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.13 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

**2.Commencement and duration**

2.1This agreement starts when it has been signed by all the parties (**Effective Date)** and continues, unless terminated earlier in accordance with Clause 19 (Termination), until third anniversary of the Effective Date] (Term) when it terminates automatically without notice.

2.2The Supplier shall provide the Services to the Customer in accordance with this agreement from the Effective Date].

**3.Non-exclusivity and Customer Affiliates**

3.1The supply of Services under this agreement is not an exclusive arrangement. The Customer may purchase services that are the same as or similar to the Services from any third party or provide them itself.

3.2The Customer's Affiliates may receive Services under this agreement.

3.3The Customer may require the Supplier to enter into a written agreement with any of its Affiliates that incorporates the terms of this agreement and creates a direct relationship between the Supplier and the Affiliate (Adoption Agreement). Alternatively, the Customer may require the Supplier to provide Services to an Affiliate without an Adoption Agreement in which case:

(a) the Customer shall procure that the Affiliate complies with the terms of this agreement as if it were a party to this agreement in place of the Customer;

(b) the Customer shall be liable for the acts and omissions of the Affiliate as if they were its own acts and omissions;

(c) the Supplier shall invoice the Affiliate for the Charges and other costs and expenses incurred in relation to the Services provided to the Affiliate;

(d) the Supplier shall deal with the Affiliate as if it were a party to this agreement in place of the Customer. The Affiliate shall have the same rights as the Customer under this agreement and may enforce its terms against the Supplier; and

(e) the Customer may, as agent and trustee, enforce the terms of this agreement on behalf of any of its Affiliates and for this purpose the Customer may recover the Affiliate's Losses as if they were its own. In any case in which the Customer does enforce any term in this agreement on behalf of an Affiliate under this Clause 3.3(e), that Affiliate may not exercise its rights under Clause 3.3(d).

**4.Supplier's responsibilities**

4.1The Supplier shall:

(a) provide the Services and Deliverables in accordance with the terms and conditions of this agreement;

(b) ensure that the Services and Deliverables conform to the specifications, requirements and standards set out in Schedule 1 and that the Deliverables are fit for any purpose expressly or implicitly made known to the Supplier by the Customer;

(c) perform the Services with [the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade OR the care, skill and diligence expected from a supplier [highly OR reasonably and suitably] skilled and experienced in providing services similar to the Services;

(d) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services, are of the [best quality OR standard expected of a market-leading provider of similar services] and are free from defects in workmanship, installation and design [in all material respects;

(e) co-operate with the Customer in all matters relating to the Services, and comply with the Customer's [reasonable] instructions [as to the performance of the Services];

(f) provide the Customer with information, advice and training as reasonably required by the Customer to make effective use of the Services;

(g) maintain all licences, consents and permissions needed to supply the Services in accordance with this agreement[, excluding any licences, consents and permissions that the Customer has agreed in writing to maintain;

(h) hold all Customer Materials in safe custody at its own risk and maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisations;

(i) take good care of the Customer Equipment in its possession or control;

(j) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;

(k) notify the Customer in writing immediately on the occurrence of a change of control of the Supplier;

**Performance deadlines**

4.2 Time is of the essence in relation to any Milestone Dates for the Supplier OR The Supplier shall perform the Services and deliver the Deliverables in accordance with the Milestone Dates.] If the Supplier fails to meet a Milestone Date, then (without prejudice to the Customer's right to terminate this agreement and any other rights or remedies that the Customer may have:

(a) the Supplier shall, until the Customer exercises its rights under Clause 4.2(d)(i), take all additional steps necessary to perform the Services and deliver the Deliverables as soon as possible after the missed Milestone Date and at no additional cost to the Customer;

(b) the Customer may withhold payment for the delayed Services or Deliverables until the Supplier remedies the delay;

(c) the Supplier shall pay the Customer, as liquidated damages

(d) if the Milestone Date is a Key Milestone Date, or the Supplier fails to perform any Services or deliver any Deliverables within five Business Days of the missed Milestone Date,] the Customer may:

(i) refuse to accept any subsequent performance of the delayed Services or supply of the delayed Deliverables which the Supplier attempts to make;

(ii) purchase substitute services or deliverables from elsewhere and reclaim from the Supplier any additional costs it incurs; and

(iii) require the Supplier to immediately refund any sums previously paid by the Customer in respect of the delayed Services or Deliverables.

4.3 The Supplier shall pay the liquidated damages under Clause 4.2(c) on demand or the Customer may deduct them from its payments to the Supplier. The liquidated damages payable under Clause 4.2(c) shall start to accrue on the day after the missed Milestone Date and shall continue to accrue until:

(a) the Supplier completes the performance of the delayed Services or delivers the delayed Deliverables;

(b) the Customer exercises its rights under Clause 4.2(d)(i) or terminates this agreement;

(c) the accrued liquidated damages equal the maximum sum set out in Clause 4.2(c); or

(d) this agreement expires,

whichever is earlier. The parties confirm that these liquidated damages are reasonable and proportionate to protect the Customer's legitimate interest in timely performance.

**Service reviews**

4.4 The Supplier shall inform the Customer Contract Manager in writing on completion of each Milestone. The Customer may review the Work Item to determine if it conforms in all material respects to the requirements of this agreement, including any specifications or acceptance criteria set out in Schedule 1, and provide the Supplier with written approval of the Work Item or a written statement of errors to be corrected.

4.5 The Customer shall not unreasonably withhold or delay its approval of a Work Item. If the Customer puts any Work Item into commercial use or does not inform the Supplier in writing of any errors within five Business Days of being informed that that Work Item is complete under Clause 4.3, the Work Item is deemed to be approved by the Customer.] If the Customer approves the Work Item with minor errors, the Supplier shall correct those minor errors promptly [and in any event in accordance with any timescales reasonably specified by the Customer.

4.6 If the Customer provides a written statement of errors, the Supplier shall correct the errors in the Work Item at no additional cost to the Customer. The Supplier shall do so within 25% of the duration of the original timeframe for provision of the Work Item OR five Business Days after receiving the Customer's statement of errors and inform the Customer Contract Manager in writing when the corrections are complete. The approval process in Clause 4.4 and Clause 4.5 shall then be repeated. If the Supplier fails to correct the errors by the Deadline, the Customer may (without prejudice to any other rights or remedies it may have:

(a) require the Supplier to repeat the process to correct errors in this Clause 4.6;

(b) approve the Work Item subject to [a reasonable deduction from the Charges to reflect the errors in the Work Item and the delays caused by the Work Item not being compliant when first completed OR any conditions that the Customer reasonably determines [provided that the conditions may not, without the Supplier's prior written consent, increase its obligations or restrict its rights or remedies under this agreement]. If all the relevant conditions have not been met within the period specified by the Customer, the Customer may exercise its rights in Clause 4.6(c) and Clause 4.7]; or

(c) finally refuse to approve the Work Item and refuse any subsequent performance which the Supplier attempts to make.]

4.7 If the Customer finally refuses to approve a Work Item under Clause 4.6(c), it may, without prejudice to any other rights or remedies it may have do one or more of the following:

(a) refuse to pay for the Work Item and require the Supplier to immediately refund any sums previously paid to the Supplier for that Work Item; and

(b) purchase substitute services or deliverables from elsewhere [and reclaim from the Supplier any additional costs it incurs].]

4.8 Approval by the Customer of any Work Item does not mean that the Customer has varied or waived its requirements for any part of the Services. Approval is without prejudice to any rights or remedies of the Customer under the terms of this agreement or in law.

4.9 All Supplier property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Customer shall be liable for damage to any of the Supplier's property located on the Customer's premises, with the Customer's prior written consent, which is due to the negligent act or omission of the Customer.

**5. Supplier Personnel**

5.1 The Supplier shall ensure that the Supplier Personnel:

(a) have suitable skills and experience to enable them to perform the tasks assigned to them [and have been adequately trained in the provision of the Services];

(b) hold all licences, permits, visas and consents required for the proper performance of this agreement, including the right to work in all relevant jurisdictions, and have been properly screened and vetted by the Supplier to ensure they are fit for the positions that they are in;

(c) observe all health and safety rules and regulations and all reasonable security requirements that apply from time to time at the Customer's premises they access [and that have been communicated to the Supplier under Clause 6.1(e); and

(d) are in sufficient number to enable the Supplier to fulfil its obligations under this agreement.

5.2 If the Customer (acting reasonably) believes that any Supplier Person is not performing the Services properly or effectively or is disruptive to the Customer's business, the Customer may require the Supplier to remove that Supplier Person from the Customer's account and ensure they cease to be involved in the Services. The Supplier shall promptly do so at its cost and without any material interruption to the Services.

5.3The Supplier shall:

(a) use the Key Personnel in the provision of the Services [and procure that the Key Personnel spend the percentage of their working hours set out in Schedule 3 in the provision of the Services];

(b) promptly inform the Customer of the absence (or the anticipated absence) of any of the Key Personnel [(other than for short-term absences of [two] weeks or less)] and, if required by the Customer, provide a suitably qualified, temporary replacement for that individual; and

(c) not remove or replace OR use its [best OR reasonable] endeavours not to remove or replace] any Key Personnel during the Term provided that the Supplier may do so if:

(i) requested to do so by the Customer under Clause 5.2;

(ii) the person is on maternity leave, paternity leave, shared parental leave, or long-term sick leave;

(iii) the person is suspended for misconduct;

(iv) the element of the Services in respect of which the Key Person was engaged has been completed [to the Customer's reasonable satisfaction;

(v) the person [resigns from their employment with the Supplier or] ceases to be employed by the Supplier; or

(vi) the Supplier obtains the prior [written] approval of the Customer, not to be unreasonably withheld or delayed;

(d) obtain the prior [written] approval of the Customer [(approval not to be unreasonably withheld or delayed)] to any replacement for a Key Personnel member OR ensure that any replacement for a Key Personnel member has the qualifications and experience to carry out the tasks assigned to the Key Personnel member being replaced;

(e) use [all] reasonable endeavours to] ensure that the role of each of its Key Personnel is not vacant in terms of a permanent representative for more than ten Business Days; and

(f) bear all costs and expenses associated with the appointment, removal or replacement of Key Personnel, including time spent by any replacement familiarising themselves with the Supplier's duties under this agreement.

5.4 During the Term, the Supplier shall provide, within 5 days of the Customer's request, any information reasonably requested by the Customer relating to the way in which the Services are organised, including:

(a) the number of Supplier Personnel engaged in providing the Services;

(b) the [average weekly] percentage of their working hours spent by each Supplier Person on the Services; and

(c) a description of the nature of work undertaken by each Supplier Person.

5.5 Each party shall comply with its obligations in Schedule 6.

**6. Customer's obligations**

6.1 The Customer shall:

(a) co-operate with the Supplier in all matters relating to the Services;

(b) provide access to the Customer's premises and other facilities as may reasonably be requested by the Supplier[, and agreed with the Customer [in writing] in advance,] for the purposes of the Services;

(c) provide to the Supplier all documents, information, items and materials required under Schedule 1 [or otherwise reasonably required by the Supplier for the purpose of providing the Services];

(d) provide the Customer Equipment to the Supplier by the dates and in the manner prescribed in Schedule 1;]

(e) inform the Supplier of all health and safety and security requirements that apply from time to time at [any of] the Customer's premises which the Supplier will require access to. The Customer's requirements as at the Effective Date are set out in Schedule 4; and

6.2 The Supplier cannot rely on the Customer's breach of this agreement to excuse any failure in the Supplier's performance unless:

(a) the Supplier promptly notifies the Customer in writing [and in reasonable detail] of the Customer breach and its effect or anticipated effect on the Services;

(b) the obligations that the Supplier cannot perform are directly [and materially] impacted by the Customer's breach; and

(c) the Supplier uses all reasonable endeavours to continue to provide the affected obligations in accordance with this agreement.

6.3 The Supplier cannot rely on a notice given under Clause 6.2(a) in respect of any failure in the Supplier's performance which occurs before the Customer's receipt of that notice.]

6.4 The Customer may challenge any notice received from the Supplier under Clause 6.2

(a) if it believes, in its reasonable opinion, that the breach notified to it should not have an adverse effect on the Supplier performing its obligations in accordance with this agreement. Any resulting dispute regarding the occurrence or impact of the notified breach may be referred by either party for resolution in accordance with Clause 34. Any failure by the Customer to challenge a notice from the Supplier under Clause 6.2(a) does not mean that the Customer accepts that it is in breach or that any breach excuses any failure in the Supplier's performance.

**7. Change control**

7.1 Either party may submit a written request for Change to the other party in accordance with this Clause 7, but no proposed Change will come into effect until a Change Control Note has been signed by the authorised representatives of both parties.

7.2 If the Customer wishes to make a Change:

(a) the Customer shall submit a written request to the Supplier, providing as much detail as is reasonably necessary to enable the Supplier to prepare the draft Change Control Note; and

(b) the Supplier shall, within five Business Days of receiving the Customer's request at Clause 7.2(a), provide a Change Control Note to the Customer.

7.3 If the Supplier wishes to make a Change, it shall send a Change Control Note to the Customer.

7.4 A Change Control Note must contain sufficient information to enable the Customer to assess the Change, including as a minimum:

(a) the title of the Change;

(b) a description of the Change;

(c) details of the effect of the proposed Change on:

(i) the Services;

(ii) the Charges;

(iii) the timetable for the Services; and

(iv) any other term of this agreement.

7.5 The Supplier may only reject a request for Change from the Customer under Clause 7.2(a) if the Supplier can demonstrate to the Customer's reasonable satisfaction that:

(a) the proposed Change would require this agreement to be delivered in a way that infringes any Applicable Law; or

(b) it does not have the technical skill or capacity to implement the proposed Change.

7.6 If the parties:

(a) agree to the terms of a Change Control Note, they shall sign it and that Change Control Note will amend this agreement; or

(b) are unable to agree a Change Control Note, either party may require the disagreement to be dealt with in accordance with Clause 34.

7.7 Each party bears its own costs in relation to compliance with the procedure in this Clause 7.

**8.Charges and payment**

8.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Charges.

8.2 Where the Charges are calculated on a time and materials basis:

(a) the Supplier's fee rates for each individual person are set out in Schedule 2;

(b) daily fee rates are calculated on the basis of an eight-hour day, worked during Business Hours; [and]

(c) the Supplier shall not be entitled to charge on a pro rata basis for part days worked by the Supplier Personnel during Business Hours, unless it has the Customer's prior written consent to do so;

(d) if the Customer has agreed in writing in advance, the Supplier may charge for specific work outside Business Hours by Supplier Personnel at the overtime rates set out in Schedule 2[, pro-rated to reflect the hours worked]. The Supplier may not charge for work done outside Business Hours in any other circumstances; and]

(e) the Supplier shall ensure that all Supplier Personnel complete time sheets to record time spent on the Services, and the Supplier shall indicate the time spent per individual in its invoices.

8.3 The Customer shall reimburse the Supplier for the following costs and expenses which are excluded from the Charges:

(a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the Supplier Personnel in connection with the Services, provided that:

(i) the Supplier obtains the Customer's prior written approval before incurring any expenses exceeding £1,000 OR any expenses over £3,000 in any calendar month]; [and]

(ii) any expenses are incurred in accordance with the Customer's expenses policy, as set out in Schedule 4 and updated from time to time on written notice to the Supplier; and]

(b) the cost to the Supplier of any materials or services procured by the Supplier from third parties for the provision of the Services provided that those items and their cost are specified in Schedule 2 or approved by the Customer in writing before being incurred by the Supplier.

8.4 Except as otherwise provided in this agreement, the Supplier shall bear its own costs and expenses incurred in performing its obligations under this agreement.

8.5 The Supplier shall invoice the Customer for the Charges on the schedule specified in Schedule 2. If no schedule is specified, the Supplier shall invoice the Customer at the end of each month for Services performed OR approved by the Customer under Clause 4 during that month. Each invoice must:

(a) set out how any Charges which are not fixed price have been calculated;

(b) be accompanied by management information to verify the accuracy of the invoice;

(c) explicitly refer to the Customer's purchase order number (if any); and

(d) contain any other information reasonably requested by the Customer.]

8.6 The Supplier shall invoice the Customer monthly in arrears for expenses and third party costs. [The Supplier shall ensure that expenses and third party costs are passed through to the Customer at cost, with no mark-up.

8.7 The Customer has no obligation to:

(a) pay any Charges invoiced more than three months after they should have been invoiced under this agreement; or

(b) reimburse the Supplier for any expenses or third party costs invoiced to the Customer more than [NUMBER] months after they were incurred.

8.8 The Supplier shall provide the Customer with any documents and other information reasonably requested by the Customer to verify the accuracy of the Supplier's invoices. This includes time sheets for Supplier Personnel and invoices and receipts for expenses and third party costs.

8.9 The Customer shall pay each undisputed invoice submitted to it by the Supplier within [30] days of receipt to a bank account nominated in writing by the Supplier. The Customer may reduce its payment of the invoiced amount by 10% if it pays the invoice within five days of receipt.

8.10 If the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due:

(a) the Customer shall notify the Supplier in writing of the disputed amount(s) as soon as reasonably practicable;

(b) the Supplier shall provide all evidence as may be reasonably necessary to verify the disputed invoice;

(c) the Customer's failure to pay the disputed amount(s) shall not be deemed to be a breach of this agreement;

(d) the Customer shall pay the balance of the invoice which is not in dispute by the due date for payment of the invoice;

(e) the parties shall [seek to resolve the items in dispute in accordance with Clause 34 OR use reasonable endeavours to resolve the items in dispute promptly;

(f) to the extent that the Customer is obliged, following resolution of the dispute, to pay an amount, then the Supplier may charge interest on that amount at the rate specified in Clause 8.11 from the [original due date for payment OR date that the dispute is resolved] until the date of payment; and

(g) once the dispute has been resolved, where either party is required to make a balancing payment or issue a credit note, it shall do so within [NUMBER] Business Days of the resolution of the dispute.

8.11 If the Customer fails to make a payment due to the Supplier under this agreement by the due date, then, without limiting the Supplier's remedies under Clause 19, the Supplier may [charge (and the Customer shall pay) interest on the overdue sum from the due date until payment of the overdue sum OR notify the Customer of its intention to charge interest on that overdue sum. If the Customer fails to pay the overdue sum within [NUMBER] Business Days of receiving that notice, the Supplier may charge (and the Customer shall pay) interest on the overdue sum from the due date until the date of actual payment]. Interest under this Clause 8.11 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8.12 All sums payable to the Supplier under this agreement are exclusive of VAT, and the Customer shall, in addition, pay an amount equal to any VAT chargeable on those sums subject to receipt of a valid VAT invoice.

8.13 The Customer may, at any time[, without notice to the Supplier,] set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

**9. Audit**

9.1 The Supplier shall maintain complete and accurate records of, and supporting documents for:

(a) all amounts chargeable to the Customer[; and

(b) all activities carried out,

under this agreement. These records shall be retained for access by the Customer during the Term and for 12 months afterwards.

9.2 The] Supplier shall allow the Customer (and its auditors and professional advisers) access to the Supplier's premises, personnel, systems and relevant records as may reasonably be required to verify that:

(a) the Charges and any other sums charged to the Customer under this agreement are accurate[; and]

(b) the Services are being provided, and all obligations of the Supplier are being performed, in accordance with this agreement].

9.3 The Supplier shall provide the Customer (and its auditors and professional advisers) with all reasonable co-operation, access and assistance in relation to each audit. The Customer and its auditors and professional advisers may take copies of any records which they reasonably require for the audit.]

9.4 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

9.5 The Customer shall provide at least five Business Days' notice of its intention to conduct an audit, and may not audit the Supplier more than once in a Contract Year, unless the Customer has reasonable grounds to suspect fraud or a material problem with the provision of the Services or the calculation of amounts charged to the Customer.] Any audit shall be conducted during Business Hours.

9.6 If any audit reveals that the Customer has been overcharged, the Supplier shall immediately refund the amount of the overcharge to the Customer. If any audit reveals that the Customer has been undercharged, the Supplier may invoice the Customer for the amount of the undercharge and the Customer shall pay that invoice in accordance with Clause 8.9.

9.7 Each party shall bear its own costs and expenses of any audit unless the audit reveals:

(a) an overcharge of more than five percent of the amounts being audited[; or

(b) material non-compliance by the Supplier with any of its obligations under this agreement,

in which case the Supplier shall reimburse the Customer, on demand, for all its reasonable costs incurred in the course of the audit.

9.8 If any audit results in the Supplier bearing the costs under Clause 9.7 (a materially non-compliant audit), the restrictions on the frequency of audits in Clause 9.5 shall no longer apply and the Customer may audit the Supplier as frequently as it chooses for a period of 12 months after the last day of the materially non-compliant audit OR until the completion of an audit that is not a materially non-compliant audit.

9.9 The Supplier is not obliged to grant access to any third party auditor or professional adviser until that third party signs a confidentiality agreement with the Supplier in which it undertakes to protect the Supplier's Confidential Information on substantially the same terms and conditions as set out in Clause 14 of this agreement. All information obtained by the auditor may be disclosed to the Customer.

9.10 The Customer may, in addition to or instead of requiring rights of access under Clause 9.2, require the Supplier to provide detailed answers to queries in relation to the Services, the Charges, or any other amounts charged to the Customer under this agreement and copies of any associated documents or materials. The Supplier shall provide the information requested under this Clause 9.10 promptly following the Customer's request.]

**10. Intellectual Property Rights**

10.1 The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials. The Customer grants to the Supplier a non-exclusive, royalty-free, non-transferable (except in accordance with Clause 22.1) licence to use, copy and modify the Customer Materials during the Term for the sole purpose of providing the Services to the Customer. The Supplier cannot sublicense the Customer Materials to any third party [(other than permitted subcontractors under Clause 22)] without the Customer's prior written consent.

10.2 The Supplier and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding any Customer Materials contained within them.

10.3 Subject to Clause 10.5, the OR The] Supplier grants to the Customer a non-exclusive, royalty-free, transferable, [perpetual and irrevocable licence, with the right to grant sublicences in accordance with Clause 10.4, to use, copy and modify the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Services and Deliverables in its business.

10.4[The Customer may sub-license the rights granted in Clause 10.3 to its Affiliates[, customers, suppliers and [OTHER THIRD PARTIES].]

10.5 The Supplier shall not include in the Deliverables any Third Party Materials that cannot be licensed to the Customer on the terms of Clause 10.3 unless their inclusion and licence terms are approved in writing in advance by the Customer. The Supplier shall grant to the Customer a licence to use any Third Party Materials approved by the Customer for inclusion in the Deliverables on the terms (including parties, costs and restrictions on use) approved by the Customer.

10.6 The Supplier assigns to the Customer, immediately on creation, with full title guarantee, all Intellectual Property Rights in the Deliverables (excluding any Customer Materials[, Supplier Materials] [or Third Party Materials] contained within the Deliverables [with the Customer's prior written approval.

10.7 The Supplier and its licensors shall retain ownership of all Supplier Materials. [The Supplier shall not include any Supplier Materials in the Deliverables unless their inclusion has been approved by the Customer in writing in advance.] The Supplier grants to the Customer a non-exclusive, royalty-free, transferable, perpetual and irrevocable licence (with the right to grant sublicences) to use, copy and modify the Supplier Materials for the purpose of receiving and using the Services and the Deliverables.

10.8 The Supplier shall not include in the Deliverables any Third Party Materials that cannot be assigned to the Customer under Clause 10.6, or licensed to the Customer on the terms of Clause 10.7, unless their inclusion and licence terms are approved in writing in advance by the Customer. The Supplier grants to the Customer a licence to use any Third Party Materials approved by the Customer for inclusion in the Deliverables on the terms (including parties, costs and restrictions on use) approved by the Customer.

10.9 The Customer grants the Supplier a non-exclusive, royalty-free, non-transferable (except in accordance with Clause 22.1) licence to use, copy and modify, during the Term, the Deliverables assigned to the Customer under Clause 10.6 (Assigned Materials) for the sole purpose of providing the Services to the Customer in accordance with this agreement. The Supplier cannot sublicense the Assigned Materials without the Customer's prior written consent.

10.10 The Supplier shall, to the maximum extent permitted by Applicable Law, obtain waivers of all moral rights in the Deliverables (excluding any Customer Materials and Third Party Materials contained within them) to which any person is now, or may at any future time be, entitled to under the Copyright, Designs and Patents Act 1988 as amended from time to time or under any similar legislation from time to time in force anywhere in the world. [The Supplier shall obtain the Customer's prior written approval before incorporating into the Deliverables any Third Party Materials in which moral rights cannot be waived.

10.11 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all further acts and things and execute (or procure the execution of) all other documents as the Customer may from time to time require for the purpose of securing for the Customer all right, title and interest in and to the Intellectual Property Rights, assigned or licensed to the Customer under this agreement.

**11. Contract managers and governance**

11.1 Each party shall appoint its Contract Manager(s) to:

(a) oversee the delivery and receipt of the Services on a day-to-day basis;

(b) be the principal point(s) of contact for the other party in connection with managing the relationship between the parties; and

11.2 Each party's Contract Manager(s) shall have the authority to make decisions and act on its behalf in connection with the operation of this agreement (including by signing Change Control Notes.

11.3 Each party shall designate its Contract Manager(s) in writing to the other party. Each party may replace its Contract Manager(s) at any time by giving reasonable prior written notice to the other party of the replacement(s)

11.4 Unless otherwise stated in this agreement, the Customer Contract Manager(s) shall be the only person(s) authorised to make decisions and enter into binding commitments on behalf of the Customer in connection with this agreement.

11.5 If any person that is not identified as a Customer Contract Manager gives any instruction or endeavours to make any commitment that purports to bind the Customer in connection with this agreement, the Supplier shall not carry out that instruction or take any steps to meet that commitment unless authorisation is obtained from a Customer Contract Manager. Any costs, expenses or liabilities arising from the Supplier's failure to comply with this Clause 11.5 shall be borne by the Supplier.

11.6 The parties will hold review meetings at least once every [quarter] (or on any other frequency as may be agreed in writing) to discuss the operation of this agreement and the performance of the Services at which they will be represented by their Contract Managers.

11.7 The parties agree to be transparent with each other in connection with this agreement and accordingly will raise any issue without delay.

11.8 If a service or performance issue arises, the Supplier shall promptly work to remedy the issue even where it considers that the issue may have been caused in whole or in part by the Customer or a third party and shall not seek to obtain any admission from the Customer as a pre-condition to rectifying the relevant issue.

**12. Compliance with laws and policies**

12.1 In performing its obligations under this agreement, the Supplier shall comply with:

(a) all Applicable Laws; and

(b) the Mandatory Policies.

12.2 The Customer shall give the Supplier not less than ten days' notice of any change to the Mandatory Policies, including the introduction of any new Mandatory Policy, before the change takes effect. The Supplier shall comply with the change from the date it takes effect, provided that if any change to the Mandatory Policies would materially increase the Supplier's obligations or costs under this agreement, the Supplier may, within ten days of the Customer's notice, request a proportionate increase to the Charges in accordance with the procedure in Clause 7 OR notify the Customer that it objects to the change in which case the change shall not take effect with regard to the Supplier. The Customer shall not unreasonably withhold or delay its consent to the Supplier's request to increase the Charges OR The Customer may, within five days of receipt of the Supplier's notice objecting to a change, terminate this agreement with immediate effect by notifying the Supplier. [The Supplier cannot exercise its rights under this Clause 12.2 where the change to the Mandatory Policies reflects a change in Applicable Law that:

(a) generally affects the supply of services similar to the Services; or

(b) would have been reasonably foreseeable on the Effective Date by an experienced supplier performing services similar to the Services.

12.3 The Supplier warrants and represents that neither it, nor to the best of its knowledge any of the Supplier Personnel or any of its suppliers involved in performing the Services (Associated Persons):

(a) has committed an offence under any of the Relevant Requirements; or

(b) has been or is the subject of any investigation, inquiry, or enforcement proceedings by any governmental, administrative, or regulatory body regarding any offence or alleged offence under the Relevant Requirements.

12.4 The Supplier shall promptly notify the Customer if, at any time during the Term, its circumstances, knowledge, or awareness changes such that it would not be able to repeat the warranties set out in Clause 12.3 at the relevant time.

12.5 The Supplier shall not do or omit to do any act which would cause the Customer to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

12.6 The Supplier shall ensure that its subcontractors are required to comply with the policies and procedures which are adequate to ensure compliance with the Relevant Requirements. The Supplier shall be directly liable to the Customer for any failure to do so by any of those subcontractors.

12.7 The Supplier shall immediately notify the Customer if it has reason to believe that it or any of its Associated Persons is in receipt of a request or demand for any undue financial or other advantage of any kind in connection with the performance of this agreement.

12.8 Within six months of the Effective Date, and annually thereafter, the Supplier shall provide the Customer with a written statement, signed by an officer of the Supplier, certifying compliance with the Relevant Requirements by the Supplier and all its Associated Persons [to the best of its knowledge.

**13. Data protection**

13.1 For the purposes of this Clause 13, the terms Commissioner, controller, data subject, personal data, personal data breach, processor and processing shall have the meaning given to them in Applicable Data Protection Law.

13.2 Each party shall comply with all Applicable Data Protection Laws in its processing of personal data under or in connection with this agreement. This Clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

13.3 The parties have determined that, for the purposes of Applicable Data Protection Laws:

(a) the Supplier shall process the personal data set out in Paragraph 1 of Schedule 5 as a processor on behalf of the Customer;

(b) the Supplier and Customer shall act as joint controllers in respect of the personal data and processing activities set out in Paragraph 3 of Schedule 5.

13.4 Without prejudice to Clause 13.2, where one party (Data Discloser) shares personal data with the other party (Data Recipient) as controllers (Shared Personal Data), the Data Recipient shall:

(a) only process the Shared Personal Data for the purposes set out in Schedule 5 or otherwise agreed in writing by the parties (Agreed Purposes);

(b) not retain or process the Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.

13.5 Without prejudice to Clause 13.2, each party shall:

(a) ensure that it has all necessary notices and lawful bases in place to process the Shared Personal Data for the Agreed Purposes;

(b) give full information to any data subject whose Shared Personal Data may be processed under this agreement of the nature of that processing;

(c) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data; and

(d) provide reasonable assistance to the other party in complying with Applicable Data Protection Laws in relation to the Shared Personal Data, including by:

(i) promptly informing the other party about the receipt of any data subject rights request that relates to the other party's processing;

(ii) providing the other party with reasonable assistance in complying with any data subject rights request; and

(iii) notifying the other party without undue delay on becoming aware of any personal data breach in relation to the Shared Personal Data [and doing all things reasonably necessary to assist the other party in mitigating the effects of the personal data breach].

13.6 In relation to the Customer Personal Data, Paragraph 1 of Schedule 5 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.

13.7 Without prejudice to Clause 13.2, the Supplier shall, in relation to Customer Personal Data:

(a) process that Customer Personal Data only on the documented written instructions of the Customer, which are set out in Paragraph 1 of Schedule 5, unless the Supplier is required by Applicable Laws to otherwise process that Customer Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Customer Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing unless prohibited from doing so by those Applicable Laws. The Supplier shall immediately inform the Customer if, in the opinion of the Supplier, the instructions of the Customer infringe Applicable Data Protection Laws;

(b) ensure that it has in place appropriate technical and organisational measures[, including those in Paragraph 1.1(g) of Schedule 5, to protect against unauthorised or unlawful processing of Customer Personal Data and against its accidental loss, damage or destruction, including as appropriate:

(i) the pseudonymisation and encryption of Customer Personal Data;

(ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of its processing systems and services;

(iii) the ability to restore the availability of and access to Customer Personal Data in a timely manner in the event of a physical or technical incident; and

(iv) a process for regularly assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

(c)ensure that:

(i) access to Customer Personnel Data is restricted only to those Supplier Personnel who need access to perform the Services; and

(ii) all Supplier Personnel who have access to or process Customer Personal Data are obliged to keep the personal data confidential;

(d) promptly assist the Customer[, at the Supplier's expense], in responding to any request from a data subject and in ensuring compliance with the Customer's obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner or other Regulators. In particular, the Supplier shall promptly notify the Customer if it receives any complaint, notice or communication (whether from a data subject, the Commissioner or any other Regulator or third party) which relates to processing of Customer Personal Data;

(e) notify the Customer without undue delay (and no later than [TIMESCALE]) after becoming aware of a personal data breach;

(f) at the written direction of the Customer, delete or return to the Customer all Customer Personal Data when it is no longer needed to perform the Services and in any event on termination or expiry of this agreement, unless the Supplier is required by Applicable Law to continue to process that Customer Personal Data. The Supplier shall procure that any third party to which the Supplier has disclosed the Customer Personal Data does the same and shall certify to the Customer in writing that it has complied with this Clause 13.7(f). [If the Supplier is required by Applicable Law to continue to process any Customer Personal Data, the Supplier shall promptly notify the Customer of what that Applicable Law is and shall only be permitted to process that Customer Personal Data for that specific purpose. All requirements set out in this Clause 13 shall continue to apply to any Customer Personal Data for as long as that Customer Personal Data is processed by the Supplier.] For the purposes of this Clause 13.7(f) the obligation to "delete" data includes the obligation to delete data from back-up systems as well as live systems; and

(g) maintain complete and accurate records and information to demonstrate its compliance with Applicable Data Protection Laws and this Clause 13 and make them available to the Customer on request. The Supplier shall allow for and submit its premises and operations to audits, including inspections, by the Customer or the Customer's designated auditor to demonstrate its compliance with Applicable Data Protection Laws and this Clause 13. The requirements of Clause 9 apply to any audits under this Clause 13.

13.8 The Supplier shall not engage a third party to process any Customer Personal Data without the prior written consent of the Customer, not to be unreasonably withheld or delayed. The Supplier shall:

(a) ensure that the terms on which it appoints any third party processor comply with Applicable Data Protection Laws and are consistent with the obligations imposed on the Supplier in this Clause 13; and

(b) remain responsible for the acts and omissions of that third party as if they were the acts and omissions of the Supplier.

13.9 The Supplier shall not carry out, via itself or via any other processor, any processing of Customer Personal Data, or transfer any Customer Personal Data, outside of the UK or EEA, including processing Customer Personal Data on equipment situated outside of the UK or EEA unless the prior written consent of the Customer has been obtained and the Supplier:

(a) ensures that the processing is compliant with Applicable Data Protection Laws, including by ensuring an adequate level of protection for the Customer Personal Data; and

(b) complies with any reasonable instructions notified to it by the Customer with respect to the processing of the Customer Personal Data.

13.10 The Supplier shall not do anything which may cause the Customer to be in breach of Applicable Data Protection Laws or damage its reputation with data subjects.

**14. Confidentiality**

14.1 Each party shall keep the other party's Confidential Information secret and confidential and shall not:

(a) use that Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (Permitted Purpose); or

(b) disclose that Confidential Information in whole or in part to any person, except as permitted by Clause 14.2 [or Clause 14.3].

14.2 Each party may disclose the other party's Confidential Information:

(a) to [those of] its [and its Affiliates'] employees, officers, representatives, independent contractors, subcontractors and advisers who need to know that information for the Permitted Purpose (Representatives). Each party shall ensure that its Representatives comply with confidentiality obligations which are substantially equivalent to those set out in this Clause 14; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible [and, where notice of disclosure is not prohibited, it takes into account the reasonable requests of the other party in relation to the content of the disclosure.

14.3 The Customer may disclose the Supplier's Confidential Information [(excluding Confidential Information concerning the Charges and other notified restricted information to any actual or potential Replacement Supplier to the extent reasonably necessary to plan for an exit from this agreement or to facilitate the smooth transition of the Services to a new supplier, provided that the Customer ensures any recipient of Confidential Information under this Clause 14.3 complies with confidentiality obligations which are substantially equivalent to those set out in this Clause 14.

14.4 The provisions of this Clause 14 shall continue to apply [after termination or expiry of this agreement OR for a period of [five] years after termination or expiry of this agreement.

**16. Warranties and indemnities**

16.1 Each party warrants and represents to the other party that:

(a) it has full power and authority to enter into this agreement and fulfil its obligations under it;

(b) this agreement is executed by its duly authorised representative;

(c) there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect its ability to meet and carry out its obligations under this agreement; and

(d) its obligations under this agreement constitute its legal, valid, and binding obligations.

16.2 The Supplier warrants and represents that all written statements and representations made by the Supplier as part of the procurement process are true and accurate except to the extent that the Supplier has otherwise disclosed to the Customer in writing before the date of this agreement.

16.3 The Customer warrants and represents that the Customer Materials do not infringe the Intellectual Property Rights or any other rights of any third party. The Customer shall not be liable under this Clause 16.3 to the extent that the infringement arises from:

(a) changes made to the Customer Materials without the Customer's prior written consent; or

(b) the use of the Customer Materials for a purpose or in a manner not authorised by the Customer in writing.

16.4 The Supplier warrants, represents and undertakes that:

(a) subject to Clause 16.6, the supply, receipt, and use of the Services and Deliverables shall not infringe the Intellectual Property Rights or any other rights of any third party;

(b) it is not, and shall not become, subject to any contractual obligation which is likely to have a material adverse effect on its ability to perform its obligations under this agreement; and

(c) it shall not do anything that could reasonably be considered to bring the Customer into disrepute or damage its reputation.

16.5 The Supplier shall indemnify [the Customer OR each Indemnified Person] against all Losses incurred by the [Customer OR Indemnified Person] as a result of:

(a) any claim that the supply, receipt or use of any of the Services or Deliverables infringes the Intellectual Property Rights or any other rights of any third party; [and]

(b) any claim by any person, or any action (including any investigation) by a Regulator or governmental authority, arising out of or in connection with the Supplier's failure to comply with the Relevant Requirements or breach of Clause 12.5; and]

(c) any claim by any person, or any action or investigation by a Regulator, arising out of or in connection with the Supplier's failure to comply with Applicable Data Protection Laws or breach of Clause 13.

In this Clause 16.5, Indemnified Persons mean the Customer and each of its Affiliates [and each of its and their directors, officers, employees, agents and licensees], and Indemnified Person means any of them.

16.6 The Supplier shall not be liable under the warranty in Clause 16.4(a) or the indemnity in Clause 16.5(a) to the extent that the actual or alleged infringement arises directly from:

(a) any changes made to the Deliverables by the Customer [or any of its licensees] without the Supplier's prior written consent, which shall not be unreasonably conditioned, withheld or delayed; or

(b) the [use of the] Customer Materials [in accordance with the Customer's instructions][, provided that the Supplier shall not be relieved of liability where it knew or suspected (or should have known or suspected) that the use of any Customer Materials may result in infringement but did not notify the Customer.

16.7 If a third party brings a claim against [the Customer OR any Indemnified Person], or notifies [the Customer OR any Indemnified Person] of its intention to do so, and that claim may reasonably be considered likely to give rise to a liability under an indemnity in this Clause 16 (Claim), the Customer shall[, or shall procure that the Indemnified Person shall:

(a) as soon as reasonably practicable, give written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;

(b) subject to Clause 16.8, allow the Supplier, at its own cost, to conduct all negotiations and proceedings in relation to the Claim and to settle or compromise the Claim, provided that the Supplier may not settle or compromise the Claim [without the prior written consent of the [Customer OR Indemnified Person] (consent not to be unreasonably withheld) OR unless it involves only the payment of money by the Supplier and includes a complete release of the [Customer OR Indemnified Person]];

(c) provide the Supplier with reasonable information, assistance and co-operation in responding to and defending the Claim, subject to the Supplier's compliance with Clause 16.9(c); and

(d) not, subject to Clause 16.8 and the Supplier's full compliance with Clause 16.9, make any admission of liability, settlement or compromise relating to the Claim without the Supplier's prior written consent (not to be unreasonably conditioned, withheld or delayed)[, provided that the [Customer OR Indemnified Person] may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Supplier), but without obtaining the Supplier's consent, if [the full and final settlement of the Claim comprises only the payment of money and] the [Customer OR Indemnified Person] [reasonably] believes that failure to settle the Claim would be prejudicial to it in any material respect.

16.8 If the Supplier does not assume control over the defence of a Claim within [NUMBER] days of receipt of the notice under Clause 16.7

(a), the Customer or the Indemnified Person may defend the Claim in any way it deems appropriate at the Supplier's expense.

16.9 If the Supplier assumes control over the defence of a Claim, the Supplier shall:

(a) defend the Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Customer [or any of its Affiliates] into disrepute;

(b) have regard to the interests and reputation of the [Customer OR Indemnified Person] in its conduct of the Claim;

(c) reimburse the [Customer OR Indemnified Person] for any costs incurred under Clause 16.7(c);

(d) ensure that the [Customer OR Indemnified Person] is granted access to all relevant documents connected with the Claim and keep the Customer or the Indemnified Person informed, at regular intervals, regarding negotiations, litigation and other material matters concerning the Claim; and

(e) allow the Customer or the Indemnified Person] to join in the defence of the Claim with counsel of its choice at its own expense.

16.10 The failure of the Customer to comply with the indemnification procedures in Clause 16.7 does not relieve the Supplier of any obligation to indemnify the [Customer OR Indemnified Person].]

16.11 If a payment due from the Supplier under Clause 16.5 is subject to tax (whether by way of direct assessment or withholding at its source), the amount of the payment shall be increased to ensure that the net receipt, after tax, to the beneficiary of the indemnity is the same as it would have been were the payment not subject to tax.

**17. Insurance**

17.1 During the Term [and for a period of six years after the expiry or termination of this agreement, the Supplier shall maintain in force adequate insurance, with reputable insurance companies, to cover its potential liabilities under or in connection with this agreement, including:

(a) public liability insurance with a limit of no less than £10 Million per claim; and

(b) professional indemnity insurance with a limit of no less than £ 2 Million for claims arising from a single event or series of related events in a single calendar year].

17.2 The Supplier shall produce to the Customer on request a certificate of insurance from each of its insurers evidencing the insurance required by this agreement [and a receipt for the current year's premium in respect of each insurance.

**18. Limitation of liability**

18.1 The following definitions apply in this Clause 18:

(a) default: any act or omission resulting in one party incurring liability to the other; and

(b) liability: every kind of liability arising under or in connection with this agreement including liability in contract, tort (including negligence), or otherwise.

18.2 Nothing in this agreement limits or excludes:

(a) either party's liability for:

(i) deliberate or wilful default;

(ii) death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977;

(iii) fraud or fraudulent misrepresentation;

(iv) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;

(v) any liability that cannot legally be limited or excluded;

(b) Supplier's liability under Clause 16.5(a) or Clause 16.5(b)] of this agreement; or

(c) the Supplier's OR either party's] liability under the indemnities in Schedule 6.

18.3 Subject to Clause 18.2, the Supplier's total liability:

(a) for damage to customer property shall not exceed £1 Million for any one default or series of connected defaults. Customer property means premises, equipment or other property (but excluding data) owned, controlled or occupied by the Customer [or any of its Affiliates] and which are made available for use by the Supplier or any of its suppliers;

(b) under or for each breach of] Clause 13 and [under OR for each claim by the Customer or any Indemnified Person under the indemnity in Clause 16.5(c) shall not exceed £1 Million; and

(c) for all other loss or damage [arising from defaults occurring within any Contract Year]shall not exceed £ 1 Million or the greater of £ 1 Million and 150% of the Charges paid or payable under this agreement in that Contract Year.

18.4 Subject to Clause 18.2, the Customer's total liability arising from defaults occurring within any Contract Year shall not exceed £ 1 Million or the greater of 100% of the Charges paid or payable under this agreement in that Contract Year.

18.5 The caps on each party's liabilities shall not be reduced by:

(a) payment of an uncapped liability;

(b) amounts paid under Clause 4.2(c)

(c) amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

18.6 Subject to Clause 18.2 and Clause 18.7, neither party shall have any liability for loss of profits or indirect or consequential loss.

18.7 Clause 18.6 does not exclude any liability the Supplier may have for:

(a) sums paid by the Customer to the Supplier pursuant to this agreement in respect of any Services not provided in accordance with this agreement;

(b) wasted expenditure;

(c) reasonable] costs and expenses [necessarily] incurred by the Customer in remedying the Supplier's default[. These include consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials];

(d) reasonable] costs incurred by the Customer in procuring and implementing replacements for, or alternatives to, Services not provided in accordance with this agreement;

(e) losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the Supplier's default. For these purposes, third party claims include demands, fines, penalties, actions, regulatory investigations or proceedings;

(f) the loss of anticipated savings [in respect of [INDICATE SOURCE OF SAVINGS]]; and

**19. Termination**

19.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by notifying the other party if:

(a) the other party commits a material breach of any term of this agreement that:

(i) is not capable of remedy, or

(ii) if capable of remedy, is not remedied within a period of [NUMBER] days by the other party after being notified to do so;

(b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors [other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];

(e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party [other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party;

(h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

(j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and that attachment or process is not discharged within [14] days;

(k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 19.1(c) to Clause 19.1(j) (inclusive); [or]

(l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business[; or]

(m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

19.2 For the purposes of Clause 19.1(a), material breach includes:

(a) a breach of any of the obligations set out in Clause 12, Clause 13 or [CLAUSE NUMBER]; and

(b) a breach that has a serious effect on the benefit the terminating party would otherwise derive from this agreement.]

19.3 Without affecting any other right or remedy available to it, the Customer may terminate this agreement with immediate effect by notifying the Supplier if:

(a) the Supplier fails to meet Milestone Dates on [NUMBER] or more occasions;]

(b) the Customer finally refuses to approve any Work Item under Clause 4.6(c)) on three or more occasions [in any 12 month period,

(c) the Supplier commits a breach of any performance related clause leading to failure of the performance;

(d) there is a change of control of the Supplier provided that:

(i) the Customer has a bona fide concern that the Supplier will not be able to continue to provide the Services and perform its other obligations under this agreement in accordance with its terms after the change of control; and

(ii) the Customer gives notice to terminate within [three] months of the later of the date on which the change of control takes place and the date on which the Customer becomes aware of the change of control having taken place].

19.4 The Customer may terminate this agreement for convenience, in whole or in part, by giving not less than three months' notice to the Supplier provided that the Customer may not give notice to terminate under this Clause 19.4 during the initial three months of the Term.

19.5 Either party may terminate this agreement where it has the right to do so under Clause 12.2 or Clause 21.7.

20. Obligations on termination and survival

20.1 On termination or expiry of this agreement, the Supplier shall immediately (or on any alternative timeframe specified by the Customer for the purposes of Clause 20.2:

(a) deliver to the Customer all Deliverables, whether or not then complete;

(b) return to the Customer all of the Customer Equipment and other customer property in the possession or control of the Supplier or any Supplier Personnel;

(c) cease using (and return or destroy if required by the Customer) all Customer Materials and Customer Confidential Information in the possession or control of the Supplier or any Supplier Personnel;

(d) comply with the requirements of Clause 13.7(f) in relation to Customer Personal Data; and

(e) remove any Supplier Equipment from the Customer's premises.

20.2 During the Termination Assistance Period, the Supplier shall provide all information and assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any Replacement Supplier appointed by it, including by:

(a) providing access to materials, data and personnel used in the performance of the Services;

(b) providing reasonable assistance in support of any market testing or proposed procurement that the Customer may wish to carry out in relation to Replacement Services; and

(c) co-operating with the Customer and any Replacement Supplier to enable an orderly handover of the Services].

20.3 Subject to Clause 20.4, the Customer shall reimburse the Supplier's reasonable, additional costs of carrying out its obligations under Clause 20.2 provided that:

(a) the Supplier shall not charge the Customer for supplying reports or information already within its possession or control;

(b) any costs are incurred at the rates set out in Schedule 2];

(c) any costs over £1,000 are approved in advance in writing by the Customer before being incurred by the Supplier; and

(d) the Supplier provides the Customer on request with any information needed to verify the costs to the Customer's reasonable satisfaction.

20.4 If the Customer terminates this agreement under Clause 19.1[, Clause 19.3(a), Clause 19.3(b) or Clause 19.3(c)], the Supplier shall bear its own costs in carrying out its obligations under Clause 20.2.

20.5 Survival

(a) Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect, including Drafting note, Information on resourcing (optional clause), Clause 9, Clause 10, Clause 13.7(f), Clause 13.7(g), Clause 14, [Clause 15,] Clause 16.5 to Clause 16.11, [Clause 17], Clause 18, Clause 20 and Clause 34.

(b) Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this agreement which existed at or before the date of termination or expiry.

**21. Force majeure**

21.1 Force Majeure Event means [any circumstance not within a party's reasonable control including:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination, or sonic boom;

(e) any law or action taken by a government or public authority, including imposing an export or import restriction, quota, or prohibition;

(f) collapse of buildings, fire, explosion or accident; [and]

(g) any labour or trade dispute, strikes, industrial action or lockouts (other than by the staff of the party seeking to rely on this clause or those of its subcontractors or Affiliates;

(h) interruption or failure of utility service.

21.2 Subject to Clause 21.4, a party (Affected Party) shall not be liable for any failure or delay in performing any of its obligations under this agreement for so long as, and to the extent that, its performance is [directly] prevented, hindered or delayed by a Force Majeure Event.

21.3 For so long as the Affected Party's liability in relation to any of its obligations is suspended under Clause 21.2, the other party shall not be liable for any failure or delay in performing its corresponding obligations. To the extent that Services are not provided during a Force Majeure Event, the Supplier shall not charge the relevant Charges for those Services.

21.4 Clause 21.2 shall only apply if the Affected Party:

(a) as soon as reasonably practicable after the start of the Force Majeure Event [but no later than [NUMBER] days from its start], notifies the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this agreement;

(b) took reasonable precautions to prevent or minimise the Force Majeure Event, including by implementing and complying with an effective business continuity plan, except where compliance with the business continuity plan is itself affected by the Force Majeure Event; and

(c) uses all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations (including by accepting non-contractual performance by the other party, provided this causes no material commercial detriment to the Affected Party and can achieve the same result as contractual performance would have done in all material respects).

21.5 The Affected Party shall keep the other party informed of its endeavours under Clause 21.4(c) and their outcome promptly on request.

21.6 If the Supplier is relieved from providing any Services under this clause, it shall co-operate with any efforts that the Customer may make to obtain alternative supplies of those Services.

21.7 If the Affected Party has not resumed full performance of any obligations suspended under Clause 21.2 within 21 days after the start of the Force Majeure Event, the other party may terminate this agreement by giving [not less than 14 days' written notice to the Affected Party.

**22. Assignment and other dealings**

22.1 The Supplier shall not assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the Customer [(not to be unreasonably withheld or delayed).

22.2 The Customer may at any time assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement[, provided that it gives prior notice to the Supplier].

22.3 The Customer consents to the Supplier subcontracting the elements of the Services identified in Schedule 3 to the subcontractors identified in Schedule 3.

22.4 Where the Supplier subcontracts any of its obligations under this agreement, the Supplier remains responsible for the performance of this agreement and liable for all acts and omissions of its subcontractors as if they were its own.

22.5 The Customer may withdraw its consent to using a subcontractor, by giving [reasonable prior] notice to the Supplier, where, in the Customer's reasonable opinion:

(a)the acts or omissions of the relevant subcontractor have caused or materially contributed to the [Supplier being in breach of this agreement OR Customer having the right to terminate this agreement under Clause 19.1(a)[, Clause 19.1(b)][, Clause 19.3(a)] [or Clause 19.3(b)];

(b)the acts or omissions of the subcontractor have brought the Customer into public disrepute, whether or not those acts or omissions relate to the Services; or

(c) the continued use of that subcontractor will have a material adverse effect on the provision of the Services or the Customer's business or reputation.

22.6 Unless otherwise agreed by the Customer in writing, the Supplier shall ensure that each subcontract includes:

(a) equivalent obligations and restrictions on the subcontractor to those imposed on the Supplier under this agreement by [Clause 12 OR Clause 12.1,] [Clause 13 OR Clause 13.7, Clause 13.8 and Clause 13.9,]Clause 14;

(b) a prohibition on any further subcontracting without the Supplier's prior written consent. The Supplier must obtain the Customer's prior written consent (not to be unreasonably withheld or delayed) before granting its consent to further subcontracting; and

(c) any additional terms that the Customer reasonably requires as a condition of granting its consent to any subcontract.

**23. Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives) [and expressly states that it is amending this agreement.

**24. Waiver**

24.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed to be a waiver of any subsequent right or remedy.

24.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**25. Rights and remedies**

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**26. Severance**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

**27. Entire agreement**

27.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to its subject matter.

27.2 Subject to Clause 16.2, each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.]

27.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

**28. Conflict**

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement prevail.

**29. Announcements**

No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party [(consent not to be unreasonably withheld or delayed)], except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

**30. No partnership or agency**

30.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of the other party.

30.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**31. Third party rights**

31.1 Unless it expressly states otherwise [(including in Clause 3.3(d) and Clause 16.5)],] this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

31.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.]

**32. Notices**

32.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the following address (or an address substituted in writing by the party to be served:

(i) for notices to the Customer: [ADDRESS].

(ii) for notices to the Supplier: [ADDRESS].

32.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by [pre-paid first-class post or other] next working day delivery service, at [9.00 am] on the [second] Business Day after posting; or

(c) if sent by email, at the time of transmission or, if this time falls outside Business Hours, when Business Hours resume.

32.3 This Clause 32 does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**33. Counterparts**

33.1 This agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.

33.2 Transmission of an executed counterpart of this agreement, but for the avoidance of doubt not just a signature page, or the executed signature page of a counterpart of this agreement] by email (in PDF, JPEG or other agreed format) takes effect as the transmission of an executed "wet ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement made, each party shall on request provide the other with the "wet ink" hard copy original[s] of their counterpart.

**34. Dispute resolution procedure**

34.1 If a dispute arises out of or in connection with this agreement or its performance, validity or enforceability (Dispute), then[, except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

(a) either party shall notify the other of the Dispute, setting out its nature and full particulars (Dispute notice), together with relevant supporting documents. On service of the Dispute notice, the Finance Director of the Customer and Commercial Director of the Supplier shall attempt in good faith to resolve the Dispute;

(b) if the Finance Director of the Customer and Commercial Director of the Supplier are for any reason unable to resolve the Dispute within [30] days of service of the Dispute notice, the Dispute shall be referred to the Chief Executive of the Customer and Chief Executive Officer of the Supplier who shall attempt in good faith to resolve it; and

(c) if the officers as per clause (b) above are for any reason unable to resolve the Dispute within [30] days of it being referred to them, the parties agree to enter into mediation in good faith to settle the Dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within ten days of service of the Dispute notice, the mediator shall be nominated by the President of CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, referring the Dispute to mediation. A copy of the ADR notice should be sent to CEDR ; and

(d) unless otherwise agreed between the parties, the mediation will start not later than 30 days after the date of the ADR notice.

34.2 The start of mediation shall not prevent the parties starting or continuing court proceedings in relation to the Dispute.

34.3 If for any reason the Dispute is not resolved within 30 days of the start of the mediation, the Dispute shall be finally resolved by the courts of England and Wales in accordance with Clause 36.

**35. Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.

**36 .Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

**SCHEDULE 1**

Services

 Note: Services

1.Services

SERVICES TO BE PROVIDED

2.Deliverables

[DELIVERABLES TO BE PROVIDED]

3.Milestones and Milestone Dates

[MILESTONES AND MILESTONE DATES]

4.Key Milestone DatesDATES

5.Requirements, specifications and standards

REQUIREMENTS, SPECIFICATIONS AND STANDARDS FOR THE SERVICES

6.[Acceptance criteria][]

ACCEPTANCE CRITERIA

7.Customer Materials

SPECIFY

8.Customer Equipment

SPECIFY

9.Supplier Equipment

SPECIFY

**SCHEDULE 2**

Charges, costs and payment

1.Charges

 Note: Charges

1.1Fixed price

(a)The total charges for the [Services OR [PART OF THE SERVICES CHARGED ON A FIXED PRICE BASIS]] are £[AMOUNT].

(b)The[se] charges are calculated as follows: [CALCULATION METHOD].

1.2Time and materials

(a)The [Services OR [RELEVANT PART OF THE SERVICES]] shall be charged on a time and materials basis as follows:

(i)The [daily OR hourly] rates for the Supplier Personnel are: [SPECIFY]

(ii)The weekend and overtime rates for the Supplier Personnel are: [SPECIFY]

2.Invoicing schedule

2.1The Supplier shall invoice the Customer for the Charges on the following schedule: [SPECIFY].

3.Third party materials and services

3.1The following materials and services procured from third parties shall be invoiced to the Customer in addition to the Charges: [DETAILS].

**SCHEDULE 3**

Supplier's Key Personnel, Subcontractors and Contract Managers

1.Supplier's Key Personnel[

Key Personnel member

Minimum percentage of working hours allocated to Services

[NAMES AND TITLES OF RELEVANT EMPLOYEES]

2.Supplier Contract Manager(s)

NAME:

3.Subcontractors

Permitted subcontractors

Services subcontracted

4.Customer Contract Manager(s)

NAME:

**SCHEDULE 4**

Mandatory Policies

 Note: Mandatory Policies

The Mandatory Policies are:

Supplier Code of Conduct.

Modern Slavery and Human Trafficking Policy.

Environmental, Social and Governance Policy.

Ethics and Anti-Bribery Policy.

Expenses Policy.

Health and Safety Policy.

Security Policy.

**SCHEDULE 5**

Personal Data

 Note: Personal data

1.Particulars of processing

1.1The following sets out the details of the Supplier's processing as a processor:

(a)Scope

(b)Nature.

(c)Purpose of processing

(d)Duration of processing.

(e)Types of personal data.

(f)Categories of data subject

(g)[Technical and organisational measures. [SPECIFY.

 Note: Technical and organisation measures (optional)

**SCHEDULE 6**

TUPE NOT Used

**SCHEDULE 7**

**Service Levels, Service Credits and KPIs**

1. The supplier shall enable the council in conjunction with its Payment Gateways to choose and put in place an agreed settlement process, including times for the council’s end of day procedures and receipt of funds
2. The supplier shall agree with the council in conjunction with the Payment Gateways the settlement cut off time. The council will have the flexibility to set this by MID or TID to facilitate alignment of its system cut offs with the Merchant Card Acquiring Services cut offs.
3. The supplier shall ensure that the council receives Gross value of all card payments in its specified bank account in accordance with its chosen settlement day and time, preferably on day 2 after payment is taken.
4. The supplier shall provide the council with the standard terms of 30 days for payments of the invoices from the supplier.

**SCHEDULE 8**

**CUSTOMER’S Invitation to Tender (ITT)**

**SCHEDULE 9**

**Supplier’s Successful Tender**

**IN WITNESS TO THE ABOVE this Agreement has been executed on the date first above mentioned**

Signed by the authorised Director for and on behalf of [NAME OF SUPPLIER]

....................

Director

In presence of the Witness

Witness Name and Signature

Witness Address

Signed by the duly authorised Director of Chelmsford City Council (“the **Customer**”)

....................

Director

End of Document