

****1.1. Policy Statement****

This Master Service Agreement (MSA) Policy Framework ("Policy") establishes the mandatory requirements, guiding principles, and preferred contractual positions for [FIRM NAME] ("the Firm") when entering into MSAs with the Government of Uganda (GoU), HCL Tech India (HCL), and the Government of India (GoI) (collectively, "Target Clients"). Adherence to this Policy is critical to manage risk, ensure consistency, protect the Firm's interests, and foster strong, compliant client relationships.

****1.2. Objectives****

The objectives of this Policy are to:

- 1.2.1. Standardize the Firm's approach to MSA negotiation and execution with Target Clients.
- 1.2.2. Mitigate legal, financial, operational, and reputational risks.
- 1.2.3. Ensure compliance with applicable laws, regulations, and professional standards.
- 1.2.4. Clearly define roles and responsibilities within the Firm for MSA development and approval.
- 1.2.5. Protect the Firm's intellectual property and confidential information.
- 1.2.6. Establish fair and clear terms for service delivery, payment, and liability.

****1.3. Scope and Applicability****

This Policy applies to all partners, directors, employees, and contractors of the Firm involved in the proposal, negotiation, drafting, review, approval, and execution of MSAs and related Statements of Work (SOWs) with the Target Clients. It covers all service lines offered by the Firm. Deviations from this Policy require documented approval from [Specify Approving Authority, e.g., Head of Legal / Risk Management Partner].

****1.4. Definitions****

For the purpose of this Policy, the following definitions apply:

- 1.4.1. ****Master Service Agreement (MSA):**** A legally binding contract establishing the general terms and conditions under which the Firm will provide services to a Client. Specific services are typically detailed in separate Statements of Work (SOWs) that incorporate the MSA's terms.
- 1.4.2. ****Statement of Work (SOW):**** A document, executed pursuant to an MSA, that details the specific services, deliverables, timelines, fees, and other project-specific terms for a particular engagement.
- 1.4.3. ****Client:**** Refers individually or collectively to GoU, HCL, or GoI.
- 1.4.4. ****Firm:**** [FIRM NAME] and its affiliated entities involved in the engagement.
- 1.4.5. ****Government Client:**** Refers to GoU and GoI.
- 1.4.6. ****Technology Client:**** Refers to HCL Tech India.

1.4.7. ****Confidential Information:**** As defined in Section 3.10 of this Policy.

1.4.8. ****Intellectual Property Rights (IPR):**** As defined in Section 3.9 of this Policy.

****2.1. General Principles****

2.1.1. ****Risk Mitigation:**** Prioritize the protection of the Firm's assets, reputation, and financial stability.

2.1.2. ****Clarity and Precision:**** Ensure all terms are unambiguous, clearly defined, and accurately reflect the parties' intentions.

2.1.3. ****Fairness and Reasonableness:**** Strive for balanced agreements that are commercially reasonable for both the Firm and the Client.

2.1.4. ****Compliance:**** Adhere strictly to all applicable local and international laws, regulations, and professional ethics.

2.1.5. ****Client Relationship:**** Foster long-term, positive relationships while upholding the Firm's standards and policies.

2.1.6. ****Scope Management:**** Clearly define the scope of services to avoid scope creep and misunderstandings. SOWs must be detailed and specific.

2.1.7. ****Profitability:**** Ensure engagements are structured to be commercially viable for the Firm.

****2.2. Specific Principles for Government Clients (GoU, GoI)****

2.2.1. ****Sovereign Immunity:**** Understand its implications. Seek waiver of sovereign immunity where appropriate and legally permissible, particularly concerning payment obligations and dispute resolution.

2.2.2. ****Public Procurement Laws:**** Be fully aware of and comply with all public procurement regulations, tender processes, and transparency requirements specific to Uganda and India.

2.2.3. ****Anti-Corruption:**** Maintain zero tolerance for bribery and corruption. Ensure robust ABC clauses and due diligence.

2.2.4. ****Data Sovereignty & Localization:**** Be prepared for requirements regarding data storage and processing within national borders.

2.2.5. ****Official Language:**** Agreements may need to be in, or translated into, official local languages. Ensure accuracy of translations.

2.2.6. ****Payment Cycles:**** Anticipate potentially longer payment cycles and structure payment terms accordingly, including provisions for late payment interest where permissible.

2.2.7. ****Audit & Scrutiny:**** Government contracts are often subject to higher levels of audit and public scrutiny. Maintain meticulous records.

2.2.8. ****Termination for Convenience:**** Government clients may insist on rights to terminate for convenience; negotiate reasonable compensation and wind-down provisions.

****2.3. Specific Principles for Large Technology Clients (HCL)****

2.3.1. ****Intellectual Property:**** Expect sophisticated IP negotiations. Clearly define ownership and licensing of pre-existing IP, newly developed IP, and any third-party IP.

2.3.2. ****Data Security & Privacy:**** HCL will have stringent data security and privacy requirements (e.g., GDPR compliance if handling EU data, Indian DPDP Act). Be prepared for robust DPAs.

2.3.3. ****Service Level Agreements (SLAs):**** Expect detailed SLAs with potential service credits or penalties for non-performance. Ensure SLAs are realistic and measurable.

2.3.4. ****Confidentiality:**** Broader definitions of confidential information and stringent obligations are common.

2.3.5. ****Indemnification:**** HCL may seek broad indemnities, particularly for IP infringement and data breaches. Negotiate reciprocal and capped indemnities.

2.3.6. ****Subcontracting:**** HCL may have strict controls or approval rights over the Firm's use of subcontractors.

2.3.7. ****Innovation and Value:**** Demonstrate an understanding of HCL's business and how the Firm's services contribute to their strategic objectives.

****3.1. Preamble and Parties****

3.1.1. Date of Agreement.

3.1.2. Full legal names, registered addresses, and incorporation details of the Firm and the Client entity.

3.1.3. Brief recital of the parties' intent to enter into the MSA for the provision of services.

****3.2. Definitions****

3.2.1. Comprehensive list of defined terms used throughout the MSA to ensure clarity and avoid ambiguity (e.g., "Affiliate," "Change Order," "Deliverables," "Effective Date," "Services," "Personnel").

****3.3. Scope of Services & Statements of Work (SOWs)****

3.3.1. General statement that services will be provided as detailed in mutually agreed SOWs.

3.3.2. Process for executing SOWs (e.g., must be in writing, signed by authorized representatives).

3.3.3. Statement that each SOW incorporates the terms of the MSA unless expressly varied in the SOW.

3.3.4. Order of precedence if conflicts arise between MSA and SOW (typically MSA prevails, unless SOW expressly states otherwise for a specific provision).

3.3.5. Change control process for modifications to SOWs.

****3.4. Term and Termination****

3.4.1. ****Initial Term:**** Duration of the MSA (e.g., 2-3 years).

3.4.2. ****Renewal:**** Provisions for automatic or mutual renewal.

3.4.3. ****Termination for Cause:****

3.4.3.1. Material breach (with cure period).

3.4.3.2. Insolvency, bankruptcy, or similar events.

3.4.3.3. Breach of critical clauses (e.g., confidentiality, ABC).

3.4.4. ****Termination for Convenience:**** (Firm to resist granting this to Client without compensation; may be unavoidable with Government Clients).

3.4.4.1. Notice period.

3.4.4.2. Payment for services rendered up to termination date and any unavoidable wind-down costs.

3.4.5. ****Effect of Termination:****

3.4.5.1. Cessation of services.

3.4.5.2. Return or destruction of confidential information and property.

3.4.5.3. Final payments.

3.4.5.4. Survival of specified clauses.

3.4.6. ****Termination of SOWs:**** MSA may remain in effect even if individual SOWs are terminated or expire.

****3.5. Fees, Invoicing, and Payment Terms****

3.5.1. ****Fee Structure:**** Reference SOWs for specific fees (e.g., time and materials, fixed price, retainers).

3.5.2. ****Expenses:**** Policy for reimbursement of pre-approved, reasonable out-of-pocket expenses (travel, accommodation, etc.), with requirements for documentation.

3.5.3. ****Invoicing:****

3.5.3.1. Frequency (e.g., monthly).

3.5.3.2. Required invoice details (SOW reference, period of service, breakdown of fees and expenses).

3.5.3.3. Submission method and contact for invoices.

3.5.4. ****Payment Terms:****

3.5.4.1. Due date for payment (e.g., Net 30, Net 45 days from undisputed invoice date). For Government Clients, Net 60 or Net 90 may be standard; Firm to assess cash flow impact.

3.5.4.2. Method of payment (e.g., bank transfer).

3.5.4.3. Currency of payment.

3.5.5. ****Late Payments:****

3.5.5.1. Interest on overdue amounts at a specified rate (subject to local law permissibility, especially for Government Clients).

3.5.5.2. Right to suspend services for non-payment (with notice).

3.5.6. ****Taxes:****

3.5.6.1. Fees are exclusive of applicable taxes (VAT, GST, withholding taxes, etc.).

3.5.6.2. Client responsibility for paying applicable taxes or providing exemption certificates.

3.5.6.3. Cooperation in providing necessary documentation for tax purposes (e.g., for withholding tax credits).

3.5.7. ****Disputed Invoices:**** Process for disputing invoices in good faith; payment of undisputed portions.

****3.6. Client Obligations and Responsibilities****

3.6.1. Provide timely access to necessary information, resources, personnel, and systems.

3.6.2. Ensure accuracy and completeness of information provided to the Firm.

3.6.3. Appoint a Client representative with authority to make decisions.

3.6.4. Provide a safe and suitable working environment if Firm personnel are on Client premises.

3.6.5. Obtain necessary internal approvals and consents.

3.6.6. Comply with its obligations under the MSA and applicable SOWs.

****3.7. Firm Obligations and Responsibilities****

3.7.1. Perform Services with professional skill, care, and diligence, consistent with industry standards.

3.7.2. Use suitably qualified, experienced, and trained personnel.

3.7.3. Comply with Client's reasonable site rules and security policies when on Client premises (provided in advance).

3.7.4. Comply with its obligations under the MSA and applicable SOWs.

****3.8. Representations and Warranties****

3.8.1. ****Mutual Representations:****

3.8.1.1. Due organization and valid existence.

3.8.1.2. Authority to enter into and perform under the MSA.

3.8.1.3. No conflict with other obligations.

3.8.2. ****Firm's Representations and Warranties:****

3.8.2.1. Services will be performed in a professional and workmanlike manner.

3.8.2.2. Firm has the necessary rights, licenses, and expertise to provide the Services.

3.8.2.3. To its knowledge, Deliverables will not infringe third-party IPR (often subject to Client-provided materials).

3.8.3. ****Client's Representations and Warranties:****

3.8.3.1. Materials provided by Client to Firm do not infringe third-party IPR.

3.8.3.2. Has necessary rights to provide data and information to the Firm.

3.8.4. ****Disclaimer of Other Warranties:**** Except as expressly stated, all other warranties (express or implied, statutory or otherwise, e.g., fitness for a particular purpose, merchantability) are disclaimed to the extent permitted by law.

****3.9. Intellectual Property Rights (IPR)****

3.9.1. ****Definitions:**** "Intellectual Property Rights" includes patents, copyrights, trademarks, trade secrets, know-how, database rights, design rights, and other proprietary rights.

3.9.2. ****Background IPR:**** Each party retains ownership of its pre-existing IPR ("Background IPR").

3.9.2.1. Each party grants the other a non-exclusive, royalty-free license to use its Background IPR solely to the extent necessary for the performance or receipt of Services under the MSA.

3.9.3. ****Foreground IPR (Developed IPR):**** IPR created during the provision of Services.

3.9.3.1. ****Firm Preferred Position:**** Firm owns Foreground IPR, particularly methodologies, tools, and generic know-how. Client receives a non-exclusive, perpetual, royalty-free license to use deliverables for its internal business purposes.

3.9.3.2. ****Client Preferred Position (especially Governments & HCL):**** Client owns all Foreground IPR specifically created for them (custom deliverables).

3.9.3.3. ****Negotiation Point:**** Distinguish between Client-specific custom deliverables (Client may own) and Firm's underlying methodologies, tools, and pre-existing components (Firm retains ownership). Firm may grant a broad license to Client for custom deliverables. Firm should retain right to use residual knowledge and anonymized learnings.

3.9.4. ****Third-Party IPR:****

3.9.4.1. If Firm incorporates third-party IPR into deliverables, it will secure necessary rights for Client's use, or disclose such use and any associated licensing terms/costs to Client.

3.9.5. ****No Implied Licenses:**** No licenses granted except as expressly stated.

****3.10. Confidentiality****

3.10.1. ****Definition of Confidential Information:**** All non-public information disclosed by one party ("Discloser") to the other ("Recipient"), whether oral, written, electronic, or in other form, marked confidential or reasonably understood to be confidential. Includes business plans, financial data, client lists, technical information, IPR, and terms of the MSA.

3.10.2. ****Obligations:**** Recipient shall:

3.10.2.1. Protect Discloser's Confidential Information with at least the same degree of care as it uses for its own similar information (but no less than a reasonable degree of care).

3.10.2.2. Use Confidential Information solely for purposes of the MSA.

3.10.2.3. Limit disclosure to its employees, affiliates, and subcontractors who have a "need to know" and are bound by similar confidentiality obligations.

3.10.3. ****Exclusions:**** Information is not confidential if it:

3.10.3.1. Is or becomes publicly known through no fault of Recipient.

3.10.3.2. Was lawfully in Recipient's possession before disclosure.

3.10.3.3. Is lawfully obtained from a third party without a duty of confidentiality.

3.10.3.4. Is independently developed by Recipient without use of Discloser's Confidential Information.

3.10.4. ****Compelled Disclosure:**** Recipient may disclose Confidential Information if required by law, court order, or regulatory body, provided (if legally permissible) it gives Discloser prior notice and cooperates in seeking protective orders.

3.10.5. ****Return or Destruction:**** Upon termination or request, Recipient to return or destroy (and certify destruction of) Discloser's Confidential Information, subject to archival/backup policies and legal retention requirements.

3.10.6. ****Duration:**** Confidentiality obligations typically survive termination of the MSA (e.g., for 3-5 years, or indefinitely for trade secrets).

****3.11. Data Protection and Privacy****

3.11.1. Compliance with all applicable data protection laws (e.g., GDPR if EU data involved, Uganda Data Protection and Privacy Act 2019, India's Digital Personal Data Protection Act (DPDP) 2023).

3.11.2. ****Data Processor Obligations (if Firm processes personal data on Client's behalf):****

3.11.2.1. Process personal data only on documented instructions from Client (the Data Controller).

3.11.2.2. Implement appropriate technical and organizational security measures.

3.11.2.3. Ensure personnel authorized to process personal data are bound by confidentiality.

3.11.2.4. Assist Client with data subject rights requests, data protection impact assessments, and breach notifications.

3.11.2.5. Restrictions on transferring personal data outside agreed jurisdictions without Client consent or adequate safeguards.

3.11.2.6. Delete or return personal data upon termination, per Client instruction.

3.11.2.7. Permit audits by Client (or their representative) regarding data protection compliance.