

****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.

3.11.3. ****Data Processing Addendum (DPA):**** A separate DPA may be required, especially for HCL and when dealing with sensitive government data. Refer to Annex B for DPA Checklist.

3.11.4. ****Data Security Breach:**** Procedures for notification and cooperation in the event of a data security breach affecting Client data.

****3.12. Service Levels and Performance (if applicable)****

3.12.1. Specific service level agreements (SLAs), key performance indicators (KPIs), and any associated service credits or remedies will typically be detailed in individual SOWs.

3.12.2. Process for monitoring, reporting, and reviewing performance against SLAs.

3.12.3. Remedies for failure to meet SLAs (e.g., root cause analysis, corrective action plans, service credits – Firm to cap service credits).

****3.13. Indemnification****

3.13.1. **Firm Indemnifies Client:**

3.13.1.1. Against third-party claims arising from:

(a) Firm's gross negligence or willful misconduct in performing Services.

(b) Bodily injury or tangible property damage caused by Firm's personnel on Client premises.

(c) Infringement of third-party IPR by deliverables created by the Firm (excluding Client-provided materials or modifications).

3.13.1.2. Conditions: Client provides prompt notice, full control of defense/settlement (Firm to have input), and cooperation.

3.13.2. **Client Indemnifies Firm:**

3.13.2.1. Against third-party claims arising from:

(a) Client's misuse of Services or deliverables.

(b) Content or materials provided by Client (e.g., IPR infringement, data privacy violations from Client-supplied data).

(c) Client's breach of its obligations under the MSA.

3.13.2.2. Conditions: Firm provides prompt notice, full control of defense/settlement (Client to have input), and cooperation.

3.13.3. ****Exclusions:**** Indemnity not to apply to the extent claims arise from the indemnified party's own negligence or breach.

3.13.4. ****Caps on Indemnity:**** Firm to seek caps on its indemnification obligations where possible, especially for IPR indemnity (e.g., capped at fees paid or a fixed sum), though this is often difficult to achieve.

****3.14. Limitation of Liability (LoL)****

3.14.1. ****Exclusion of Indirect/Consequential Damages:**** Neither party liable for indirect, incidental, special, punitive, or consequential damages (e.g., loss of profits, revenue, data, goodwill), even if advised of their possibility. (This is a critical clause for the Firm).

3.14.2. ****Cap on Direct Damages:**** Each party's total aggregate liability for all claims arising from or related to the MSA and SOWs shall be capped at a specified amount.

3.14.2.1. ****Firm Preferred Position:**** Capped at total fees paid or payable under the relevant SOW or over a 12-month period under the MSA.

3.14.2.2. Negotiation may lead to higher caps (e.g., 1.5x or 2x fees) or specific "super caps" for certain breaches.

3.14.3. ****Carve-outs from LoL Caps (Highly Negotiated):**** LoL caps may not apply to:

3.14.3.1. Breach of confidentiality obligations.

3.14.3.2. Indemnification obligations (especially for third-party IPR infringement or data breach).

3.14.3.3. Gross negligence or willful misconduct.

3.14.3.4. Death or personal injury caused by negligence (often uncapped by law).

3.14.3.5. Payment obligations (Client's obligation to pay fees).

3.14.4. Firm to strongly resist unlimited liability.

****3.15. Insurance****

3.15.1. Firm shall maintain, at its own expense, during the term of the MSA:

3.15.1.1. Professional Indemnity / Errors & Omissions Insurance (with specified minimum coverage, e.g., \$X million per claim/aggregate).

3.15.1.2. Commercial General Liability Insurance (with specified minimum coverage).

3.15.1.3. Workers' Compensation Insurance (as required by law).

3.15.1.4. Cyber Liability Insurance (increasingly important, with specified minimum).

3.15.2. Firm to provide certificates of insurance upon Client's reasonable request.

3.15.3. Requirement for Client to be named as an additional insured on certain policies (e.g., CGL) may be requested; Firm to assess feasibility and cost.

****3.16. Dispute Resolution****

3.16.1. ****Good Faith Negotiation:**** Parties will first attempt to resolve disputes amicably through good faith negotiations between senior representatives.

3.16.2. ****Mediation:**** If negotiation fails within a set period (e.g., 30 days), parties may agree to non-binding mediation under specified rules (e.g., [Relevant Mediation Centre/Rules]).

3.16.3. ****Arbitration:****

3.16.3.1. If mediation fails or is bypassed, disputes to be finally settled by binding arbitration.

3.16.3.2. Specify arbitration rules (e.g., UNCITRAL, ICC, LCIA, or local arbitration acts like India's Arbitration and Conciliation Act).

3.16.3.3. Number of arbitrators (one or three).

3.16.3.4. Seat/Place of arbitration (neutral venue preferred; may be client's jurisdiction).

3.16.3.5. Language of arbitration.

3.16.4. ****Litigation:**** May be an alternative to arbitration, or for seeking urgent injunctive relief.

3.16.5. ****Interim Relief:**** Clause should not prevent parties from seeking urgent injunctive relief from courts.

****3.17. Governing Law and Jurisdiction****

3.17.1. ****Governing Law:**** The law that will interpret the MSA (e.g., laws of England and Wales, laws of India, laws of Uganda). Firm may prefer a neutral, well-developed commercial law jurisdiction if negotiable.

3.17.2. ****Jurisdiction:**** The courts (or arbitral body as per 3.16) that will have exclusive/non-exclusive jurisdiction over disputes. Typically aligns with Governing Law.

****3.18. Force Majeure****

3.18.1. Neither party liable for failure or delay in performance due to events beyond its reasonable control (e.g., acts of God, war, terrorism, pandemics, government restrictions, strikes – excluding strikes of own workforce, cyber-attacks if not industry-wide).

3.18.2. Affected party to provide prompt notice and use reasonable efforts to mitigate.

3.18.3. If event continues beyond a specified period (e.g., 60-90 days), either party may terminate the affected SOW or MSA.

3.18.4. Payment obligations are typically excluded from force majeure relief.

****3.19. Notices****

3.19.1. Method for formal notices (e.g., registered mail, courier, email with read receipt).

3.19.2. Designated contact persons and addresses for notices.

3.19.3. When notices are deemed received.

****3.20. Assignment and Subcontracting****

3.20.1. ****Assignment:**** Neither party may assign the MSA or its rights/obligations without prior written consent of the other (not to be unreasonably withheld).

3.20.1.1. Exception: Firm may assign to an affiliate or in connection with a merger/acquisition/sale of substantially all assets, with notice to Client.

3.20.2. ****Subcontracting:****

3.20.2.1. Firm may use subcontractors for portions of Services.

3.20.2.2. Firm remains primarily responsible for performance of subcontracted obligations and for subcontractor's compliance with MSA terms.

3.20.2.3. Client may request prior notification or approval for key subcontractors (negotiable). Ensure flow-down of relevant obligations (confidentiality, data protection) to subcontractors.

****3.21. Independent Contractor Status****

3.21.1. The relationship between the Firm and Client is that of independent contractors.

3.21.2. Nothing in the MSA creates a partnership, joint venture, agency, or employment relationship.

3.21.3. Firm personnel are not Client employees and Firm is responsible for their compensation, benefits, taxes, etc.

****3.22. Non-Solicitation****

3.22.1. During the term of the MSA and for a specified period after termination (e.g., 6-12 months), neither party will directly or indirectly solicit for employment or engagement personnel of the other party who were involved in the Services.

3.22.2. Exclusions: General solicitations (e.g., public job postings) not targeted at specific individuals.

3.22.3. Liquidated damages for breach may be considered but are often hard to enforce.

****3.23. Anti-Bribery and Corruption (ABC)****

3.23.1. Mutual commitment to comply with all applicable anti-bribery and anti-corruption laws (e.g., UK Bribery Act, US FCPA, Indian Prevention of Corruption Act, Ugandan Anti-Corruption Act).

3.23.2. Prohibition of offering, giving, soliciting, or accepting bribes or improper advantages.

3.23.3. Right to terminate MSA immediately for breach of ABC obligations.

3.23.4. Firm may require Client to certify compliance periodically.

****3.24. Compliance with Laws****

3.24.1. Each party shall comply with all laws, regulations, and codes applicable to its business and performance under the MSA.

3.24.2. Specific mention of export controls, sanctions, labor laws, environmental laws as relevant.

****3.25. Audit Rights****

3.25.1. ****Firm's Records:**** Client may have right to audit Firm's records related to fees charged under the MSA (e.g., once annually, upon reasonable notice, during business hours, at Client's expense). Audit scope limited to verifying invoice accuracy.

3.25.2. ****Compliance Audits:**** Client may request audits for compliance with specific obligations (e.g., data security, ABC). Negotiate scope, frequency, and cost responsibility. Firm to protect its own and other clients' confidential information.

****3.26. Entire Agreement****

3.26.1. The MSA and its SOWs constitute the entire agreement between the parties regarding its subject matter and supersede all prior communications, understandings, and agreements (oral or written).

****3.27. Amendments and Modifications****

3.27.1. No amendment or modification to the MSA is valid unless in writing and signed by authorized representatives of both parties.

****3.28. Waiver****

3.28.1. Failure or delay by either party to enforce any provision of the MSA shall not be deemed a waiver of future enforcement of that or any other provision. Waivers must be in writing.

****3.29. Severability****

3.29.1. If any provision of the MSA is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. Parties will negotiate in good faith to replace the invalid provision with a valid one that achieves the original intent.

****3.30. Counterparts****

3.30.1. The MSA may be executed in counterparts (including electronic signatures), each of which is an original and all of which together constitute one and the same instrument.

****3.31. Survival****

3.31.1. Clauses that by their nature should survive termination or expiration of the MSA will do so (e.g., Confidentiality, IPR, Limitation of Liability, Indemnification, Payment Obligations for services rendered, Dispute Resolution, Governing Law, Survival).

****4.1. For Government of Uganda (GoU)****

4.1.1. ****Governing Law/Jurisdiction:**** Likely Ugandan law and Ugandan courts/arbitration. Firm to understand implications.

4.1.2. ****Sovereign Immunity:**** Explicit waiver is crucial for enforcement, especially for payment and dispute awards. This may be non-negotiable or limited by Ugandan law.

4.1.3. ****Payment Terms:**** Confirm GoU payment processes (e.g., IFMIS system). Expect Net 60-90 days. Build in mechanisms for follow-up.

4.1.4. ****Local Content/Participation:**** Be aware of any requirements for local staff participation or subcontracting to Ugandan entities.

4.1.5. ****Taxes:**** Understand withholding tax (WHT) regime, VAT, and obtain necessary tax registration (TIN).

4.1.6. ****Data Protection:**** Uganda Data Protection and Privacy Act 2019. Confirm data localization requirements.

4.1.7. ****Termination for Public Interest:**** GoU may require broad rights to terminate for "public interest" or "national security." Negotiate fair compensation.

4.1.8. ****Language:**** Official language is English, but ensure clarity on any local language document requirements.

****4.2. For HCL Tech India (HCL)****

4.2.1. ****Governing Law/Jurisdiction:**** Likely Indian law and courts/arbitration in a major Indian city (e.g., Delhi, Mumbai, Bangalore).

4.2.2. ****IPR:**** HCL will be highly protective of its IPR and will likely seek ownership of most developed IPR. Firm must vigorously protect its Background IPR and methodologies. Negotiate clear distinctions and license-back provisions for Firm tools.

4.2.3. ****Data Security:**** Expect stringent security annexures, potential for penetration testing rights, and compliance with global standards (ISO 27001, SOC2) and India's DPDP Act.

4.2.4. ****Limitation of Liability:**** HCL may push for higher caps or fewer exclusions, especially for data breaches and IP infringement.

4.2.5. ****SLAs & Service Credits:**** Expect detailed and potentially aggressive SLAs. Ensure they are measurable and achievable. Cap service credits.

4.2.6. ****Indemnification:**** HCL will likely seek broad indemnities. Ensure reciprocity and appropriate caps/carve-outs.

4.2.7. ****Subcontracting:**** HCL may require explicit approval for any subcontractors and audit rights over them.

4.2.8. ****Non-Solicitation:**** May be mutual but HCL will be keen to protect its skilled workforce.

****4.3. For Government of India (GoI)****

4.3.1. ****Governing Law/Jurisdiction:**** Indian law and Indian courts/arbitration (often Delhi).

4.3.2. ****Public Procurement Rules:**** Strict adherence to General Financial Rules (GFR), Central Vigilance Commission (CVC) guidelines, and specific ministry procurement manuals.

4.3.3. ****Integrity Pact:**** May be required for high-value contracts, involving independent external monitors.

4.3.4. ****Payment Terms:**** Can be lengthy (Net 60-90+). Understand approval workflows. Late payment interest often difficult to enforce.

4.3.5. ****Taxes:**** GST implications, WHT. Firm must have PAN, GSTIN.

4.3.6. ****Data Protection & Localization:**** Adherence to DPDP Act 2023 and any sector-specific data localization rules (e.g., RBI for financial data).

4.3.7. ****Security Clearances:**** May be required for personnel working on sensitive projects.

4.3.8. ****Audit:**** Comptroller and Auditor General (CAG) of India has broad audit rights.

4.3.9. ****Make in India / Local Preference:**** Policies promoting domestic value addition may apply.

4.3.10. ****Official Language:**** English is widely used, but Hindi may be preferred for certain communications or documents.

****5.1. Engagement Team Responsibilities****

5.1.1. Lead Partner/Director is responsible for initiating the MSA process.

5.1.2. Understand Client requirements and scope of anticipated services.

5.1.3. Utilize Firm-approved MSA templates as the starting point.

5.1.4. Conduct initial negotiations based on this Policy and pre-approved fallbacks.

5.1.5. Escalate deviations or contentious points to Legal and Risk.

****5.2. Legal and Risk Review****

5.2.1. Firm's internal Legal Counsel and Risk Management team must review all MSAs with Target Clients before execution.

5.2.2. Review for compliance with this Policy, legal enforceability, risk exposure, and alignment with Firm standards.

5.2.3. Provide guidance on negotiation of non-standard clauses or significant deviations.

5.2.4. Maintain a log of approved deviations and rationale.

****5.3. Partner Approval****

5.3.1. Final MSA must be approved by [Specify level of Partner, e.g., Engagement Partner AND Risk Management Partner / Regional Managing Partner] prior to execution.

5.3.2. Approval signifies acceptance of commercial terms and residual risks after legal/risk review.

****5.4. Record Keeping****

5.4.1. Executed MSAs and all SOWs must be stored centrally in the Firm's contract management system.

5.4.2. Key negotiation history, approvals for deviations, and amendments must also be documented and stored.

6.1. Relevant personnel (partners, client-facing directors/managers, legal, risk) must receive training on this Policy.

6.2. Regular refreshers and updates on changes to the Policy or relevant laws will be provided.

6.3. This Policy will be made available on the Firm's intranet.

7.1. This Policy will be reviewed at least annually, or more frequently if triggered by significant changes in law, Firm strategy, or lessons learned from client engagements.

7.2. The Policy Owner is responsible for initiating and overseeing the review process.

7.3. Amendments to this Policy require approval from [Specify Approving Authority, e.g., Firm's Executive Committee / Managing Partner].

****8.1. Annex A: Standard SOW Template Outline****

(Details: SOW Identifier, Client & Firm Details, MSA Reference, Project Name, Effective Date, Term, Detailed Description of Services, Key Personnel, Deliverables & Acceptance Criteria, Timelines & Milestones, Fees & Payment Schedule, Assumptions, Client Dependencies, Change Order Process).

****8.2. Annex B: Data Processing Addendum (DPA) Checklist****

(Details: Scope of Processing, Categories of Personal Data, Data Subjects, Roles of Parties (Controller/Processor), Security Measures, Sub-processor Management, Data Transfer Mechanisms, Breach Notification, Audit Rights, Assistance to Controller, Return/Deletion of Data).

****8.3. Annex C: Country-Specific Legal & Regulatory Checklist (Uganda, India)****

(Details: Checklist of key legal/regulatory points to verify for each jurisdiction before MSA finalization, e.g., specific registration requirements, tax compliance, labor law considerations, mandatory government approvals, specific data laws).