**Plasma Agreement Paper**

**DATE**

*[Date]*

**PARTIES:**

1. *[[INDIVIDUAL NAME]* of *[address]]* OR *[[COMPANY NAME],* a company incorporated in [England and Wales] (registration number *[registration number])* having its registered office at *[address]]* OR *[[PARTNERSHIP NAME],* a partnership established under the laws of [England and Wales] having its principal place of business at *[address]]* (the "Provider"); and
2. *[[INDIVIDUAL NAME]* of *[address]]* OR *[[COMPANY NAME],* a company incorporated in [England and Wales] (registration number *[registration number])* having its registered office at *[address]]* OR *[[PARTNERSHIP NAME],* a partnership established under the laws of [England and Wales] having its principal place of business at *[address]]* (the "Customer").

**BACKGROUND:**

1. *[Explain background from the Provider's perspective.]*
2. *[Explain background from the Customer's perspective.]*
3. [The Provider and the Customer therefore wish to enter into a contract in accordance with the provisions of this Agreement.]

**1. Definitions**

1.1 In this Agreement[, except to the extent expressly provided otherwise]:

**"Access Credentials"** means [the usernames, passwords and other credentials enabling access to the Hosted Services, including both access credentials for the User Interface and access credentials for the API];

**"Affiliate"** means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

**"Agreement"** means this agreement including any Schedules, and any amendments to this Agreement from time to time;

**"API"** means [the application programming interface for the Hosted Services defined by the Provider and made available by the Provider to the Customer];

**"Business Day"** means any weekday other than a bank or public holiday in [[England]] OR *[[jurisdiction]];*

**"Business Hours"** means the hours of [09:00 to 17:00] [GMT/BST] OR *[[time zone]]* on a Business Day;

**"Charges"** means the following amounts:

1. [the amounts specified in Section 3 of Schedule 1 (Hosted Services particulars)];
2. [such amounts as may be agreed in writing by the parties from time to time]; and

(c) [amounts calculated by multiplying the Provider's [standard time-based

charging rates (as notified by the Provider to the Customer before the date of this Agreement)] by the time spent by the Provider's personnel performing [the Support Services] (rounded [down by the Provider to the nearest quarter hour])];

*[additional list items]*

**"Control"** means the legal power to control (directly or indirectly) the management of an entity (and "Controlled" should be construed accordingly);

**"Customer Confidential Information"** means:

(a) any information disclosed by [or on behalf of ]the Customer to the

Provider [during the Term] OR [at any time before the termination of this Agreement] (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

1. was marked[ or described] as "confidential"; or
2. should have been reasonably understood by the Provider to be confidential; and

(b) [the Customer Data];

*[additional list items]*

**"Customer Data** means [all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer (but excluding analytics data relating to the use of the Platform and server log files)];

**"Customer Indemnity Event"** has the meaning given to it in Clause 18.3;

**"Customer Personal Data** [means any Personal Data that is processed by the Provider on behalf of the Customer in relation to this Agreement][, but excluding *[personal data]* with respect to which the Provider is a data controller];

**Data Protection Laws"** means [the EU GDPR and the UK GDPR][ and all other applicable laws relating to the processing of Personal Data];

**"Documentation"** means [the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer];

**"Effective Date"** means [the date of execution of this Agreement];

**"EU GDPR"** means the General Data Protection Regulation (Regulation (EU) 2016/679) and all other EU laws regulating the processing of Personal Data, as such laws may be updated, amended and superseded from time to time;

**"Force Majeure Event"** means [an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law,disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars)];

**"Hosted Services"** means *[name of hosted services][,* as specified [in the Hosted Services Specification],] which will be made available by the Provider to the Customer as a service via the internet in accordance with this Agreement;

**"Hosted Services Defect"** means a defect, error or bug in the Platform having [an adverse effect] OR [a material adverse effect] on [ the appearance, operation, functionality or performance] of the Hosted Services[, but excluding any defect, error or bug caused by or arising as a result of:

1. [any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services];
2. [any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer];
3. [a failure of the Customer to perform or observe any of its obligations in this Agreement]; and/or
4. [an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification];]

**"Hosted Services Specification"** means the specification for the Platform and Hosted Services set out in [Section 2 of Schedule 1 (Hosted Services particulars) and in the Documentation];

**"Intellectual Property Rights"** means [all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs)];

**"Minimum Term"** means[, in respect of this Agreement, the period of 12 months beginning on the Effective Date];

**"Mobile App"** means the mobile application known as *[mobile application name]* that is made available by the Provider through [the *Google Play Store* and the *Apple App Store];*

**"Personal Data** [means personal data under any of the Data Protection Laws];

**"Platform"** means [the platform managed by the Provider and used by the Provider to provide the Hosted Services][, including [the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed]];

**"Provider Indemnity Event"** has the meaning given to it in Clause 18.1;

**"Schedule"** means any schedule attached to the main body of this Agreement;