MASTER SERVICES AGREEMENT

This Agreement is made on [date]

Parties

1. **XXXXXXXX** a company incorporated in England and Wales under number XXXXXXX whose registered office is at **1 This Road, This City, This Postcode** (**Customer**); and
2. **XXXXXXXX** a company incorporated in England and Wales under number XXXXXXX whose registered office is at **2 That Road, That City, That Postcode** (**Supplier**)

(each of the Supplier and the Customer being a **party** and together the Supplier and the Customer are the **parties**).

Background

1. The Customer conducts the business of providing a secure way to give providers access to your financial information.
2. The Supplier conducts the business of supplying cyber security consultancy and technology services to other businesses.
3. The parties have agreed that the Supplier shall supply Services to the Customer on the terms set out in this Agreement.
4. The parties contemplate that the Supplier shall supply Services to the Customer on a call-off basis.

The parties agree:

Definitions and interpretation

* 1. In this Agreement:

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| --- | --- |
| Affiliate | 1. means any entity that directly or indirectly **Controls**, is **Controlled** by, or is under common **Control** with, another entity; |
| Best Industry Practice | 1. means the exercise of the reasonable degree of skill, care, professional judgment, prudence and foresight which would reasonably and ordinarily be expected from global suppliers who are skilled and experienced in performing the same or similar types of Services as the Services, on the basis that such suppliers would be seeking in good faith to comply with their contractual obligations and complying with:    1. all applicable laws; and    2. in the case of financial records, generally accepted accounting methodology. |
| Bribery Laws | 1. means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent laws in any other relevant jurisdiction; |
| Business Day | 1. means a day other than a Saturday, Sunday or bank or public holiday in England; |
| Change | 1. means any change to this Agreement including to any of the Services or to any of the Orders; |
| Change Control Procedure | 1. means the process by which any Change is agreed as set out in clause 8; |
| Change Request | 1. means a request submitted by a party to effect a Change, in the form of the template at Schedule 7; |
| Commencement Date | 1. means the date of this Agreement |
| Completion | 1. shall, in relation to each Order, have the meaning given to it in clause 6.2, and completed and similar expressions shall be construed accordingly; |
| Confidential Information | 1. has the meaning given in clause 20; |
| Contract Manager | 1. is the person appointed by each party to represent it in relation to day to day matters arising in relation to the Services and this Agreement; |
| Contract Year | 1. means each consecutive period of 12 months commencing from the Commencement Date; |
| Control | 1. means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company OR has the meaning given in the Corporation Tax Act 2010, s 1124 and Controls and Controlled shall be interpreted accordingly; |
| Customer Software | 1. means all computer programs and applications and related materials owned, licensed or used by the Customer or its Affiliates in relation to the Services (excluding Supplier Software and Third Party Software); |
| Deliverables | 1. means the goods ancillary to the supply of the Services to be supplied by the Supplier to the Customer; |
| Force Majeure | 1. has the meaning given in clause 24; |
| Intellectual Property Rights | 1. means copyright, patents, rights in inventions, rights in Confidential Information, Know-how, trade secrets, trademarks, Service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing; |
| Know-how | 1. means inventions, discoveries, improvements, processes, formulae, techniques, Specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and Suppliers (whether written or in any other form and whether confidential or not); |
| Milestone | 1. means an activity, process or outcome described in an Order relating to the Services to be provided under that Order; |
| Milestone Payment | 1. means the percentage of the Prices described in the corresponding Order as being payable by the Customer when the corresponding Milestones have been achieved by the Supplier; |
| Modern Slavery Policy | 1. means the Supplier’s anti-slavery and human trafficking Policy in force and notified to the Customer from time to time; |
| MSA Offence | 1. has the meaning given in clause 22.1.1; |
| Order | 1. has the meaning given in clause 5; |
| Performance Location | 1. means the location set out in an Order at which the Supplier shall perform, or procure the performance of the Services; |
| Policies | 1. means the policies of the Customer referred to in Schedule 5 as the same may be updated from time to time by written agreement of the parties; |
| Price | 1. means the prices for the Services as further described in clause 11 and/or in the Order; |
| Restricted Period | 1. means the Term and a period of six months thereafter; |
| Restricted Person | 1. means any person employed or engaged by the Supplier at any time during the Term who has or had material contact or dealings with the Customer; |
|  |  |
| Services | 1. means, as the context permits, (i) the services listed in Schedule 1, or (ii) the services supplied to the Customer by the Supplier pursuant to an Order, together with the Deliverables (where the context permits); |
| Services Commencement Date | 1. means the first date on which the Supplier provides the Services to the Customer; |
| Service Levels | 1. means the Service levels to be achieved by the Supplier for the performance of the Services as specified in the applicable SOW; |
| Services Termination Date | 1. means the final date on which Services are supplied to the Customer by the Supplier under this Agreement; |
| Specification | 1. means, as the context permits, (i) the description of the Services set out in Schedule 2, or (ii) the Specification as agreed and described in an Order Form or Statement of Work; |
| Statement of Work | 1. means the detailed activities, timetable, dependencies and sequence of events which the Supplier shall perform, or procure the performance of, when delivering the Services agreed between the parties pursuant to clause 5.2 and forming part of an Order; |
| Successor Supplier | 1. any person taking responsibility for the provision of the Services following termination of this Agreement; |
| Supplier Personnel | 1. means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their subcontractors who are engaged in the performance of the Services from time to time; |
| Supplier Software | 1. means all computer programs and applications and related materials owned, licensed or used by the Supplier in providing the Services (excluding Customer Software and Third Party Software); |
| Term | 1. has the meaning set out in clause 2.1; |
| Third Party Software | 1. means any software programs or applications supplied to the Customer by third parties and not by the Supplier; and |
| TUPE Regulations | 1. means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended, re-enacted or extended from time to time); |
| VAT | 1. means value added tax, as defined by the Value Added Tax Act 1994; and |
|  |  |

* 1. In this Agreement:
     1. a reference to this Agreement includes its schedules, appendices and annexes (if any);
     2. a reference to a ‘party’ includes that party’s personal Representatives, successors and permitted assigns;
     3. a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal Representatives, successors and permitted assigns;
     4. a reference to a gender includes each other gender;
     5. words in the singular include the plural and vice versa;
     6. any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, Term, definition or description preceding those words;
     7. the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement; and
     8. a reference to legislation is a reference to that legislation as in force as at the date of this Agreement OR amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under this Agreement.

Commencement and Term

* 1. This Agreement commences on the Commencement Date and shall continue in force for an initial period of 12 months, unless terminated earlier by the parties pursuant to clause 17 or clause 24.3 (the Term).

Customer obligations

* 1. During the Term, the Supplier agrees to supply, and the Customer agrees to purchase, Services on the terms set out in this Agreement.
  2. The Customer shall at all times at its own costs and in all respects:
     1. perform its obligations in accordance with the terms of this Agreement;
     2. comply with any additional or special responsibilities and obligations of the Customer specified in each Order;
     3. pay the Prices for the Services and the Milestone Payments in accordance with the provisions of clause 12 and the terms of the Order;
     4. co-operate with the Supplier in all matters arising under this Agreement or otherwise relating to the performance of the Services;
     5. make the Performance Location accessible to the Supplier and the Supplier Personnel as may be necessary for the Supplier to perform the Services and otherwise comply with its obligations under this Agreement;
     6. provide the Customer Software, and all other information, documents, materials, data or other items necessary for the provision of the Services, to the Supplier in a timely manner;
     7. procure access to the Customer’s premises and facilities;
     8. procure access to Customer Software, Customer systems and Customer Data as necessary to perform the Services and as stated in the Statement of Work; and
     9. provide relevant information, instructions and assistance, including reasonable access to and cooperation by Customer personnel;
     10. obtain and maintain all necessary licences, permits and consents;

in each case as is reasonably necessary for the Supplier to perform its obligations under this Agreement.

* 1. The Customer shall ensure that the computer and operating system and any other hardware or software which the Supplier is asked by the Customer to use or modify for the purposes of performing the Supplier’s obligations is either the property of the Customer or is legally licensed to the Customer and that the Supplier is authorised to use the same.
  2. The Services are provided at the Customer’s request and the Customer is responsible for ascertaining that the Services are suitable for its own needs.

Exclusivity

NOT USED

Orders

* 1. Subject to clause 5.3, the Customer may at any time provide the Supplier with a written Order for Services substantially in the form set out in Schedule 4 or in any other form that the parties may agree in writing from time to time, provided always that where the Services are Services of the type which require the parties to agree a Statement of Work then that Statement of Work shall first be agreed by the parties pursuant to clause 5.2 (an Order).
  2. Where the Services required by the Customer are Services of the type which require the parties to agree a Statement of Work, then:
     1. the Customer shall submit a draft Order for such Services to the Supplier requesting the Supplier submit a corresponding draft Statement of Work;
     2. the Customer shall promptly, and at its cost and expense, provide all necessary information, support and assistance as may be required by the Supplier from time to time in considering the draft Order;
     3. unless otherwise agreed, the Supplier shall submit a draft Statement of Work to the Customer within **10** Business Days of the date of receipt of the draft Order
     4. the Supplier shall update and amend the draft Statement of Work from time to time as reasonably required as a result of its interactions with the Customer pursuant to clause 5.2.3; and
     5. the Supplier and the Customer shall sign the Statement of Work when it is agreed and the signed Statement of Work shall complete the draft Order.
  3. An Order shall not constitute a binding obligation on the Supplier to supply the Services until such time as the Supplier has acknowledged and accepted the Order in writing. The Supplier may accept or reject each Order in its absolute discretion.
  4. No variation to an Order shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier, or otherwise in accordance with the provisions of clause 8.
  5. No Orders shall be placed following the date on which notice is validly served pursuant to clauses 17 or 24.3, or following the date on which the Agreement expires pursuant to clause 2.
  6. Each Order shall form part of and be interpreted in accordance with the provisions of this Agreement.

Performance of the Services

* 1. Each Order shall specify the Performance Location and the Customer shall make such Performance Location fully available for the Supplier and the Supplier Personnel as set out in the Statement of Work.
  2. The Supplier shall perform the Services:

(i) in accordance with any commencement or end dates specified for performance in the corresponding Order. Services which do not have specified commencement or end dates shall be performed by the Supplier within a reasonable period of time.

(ii) in accordance with any Service Levels which have been agreed in this Agreements and/or Order; and

(iii) in accordance with Best Industry Practice. The Supplier shall, and shall procure that the Supplier Personnel shall, comply with the Policies.

Contract management and reporting

* 1. Each party shall appoint a Contract Manager to act as the main point of contact for the other party in respect of all day-to-day matters relating to the supply of the Services and this Agreement.
  2. The parties shall ensure that the Contract Managers meet at the intervals specified in the relevant Order Form and/or SOW to discuss the progress being made in relation to the provision of the Services and any disagreements which may arise.

Change Control Procedure

* 1. Where the Customer or the Supplier sees a need to Change this Agreement (or any of the provisions therein, including the Services or the Orders), whether in order to include an additional Service, function or responsibility to be performed by the Supplier for the Customer under this Agreement, to amend the Services or the Service Levels as set out in the Services or otherwise in an Order, the Supplier may at any time request, and the Customer may at any time recommend, such Change and a Change Request shall be submitted by the party requesting/recommending (as applicable) the Change to the other. Such Change shall be agreed by the parties only once the Change Request is signed by both parties.
  2. Each Change Request shall conform to the requirements of Schedule 7.
  3. Until such Change is made in accordance with clause 8.1, the Customer and the Supplier shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms prior to such Change.
  4. Any discussions which may take place between the Customer and the Supplier in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
  5. Any Services or other work required by the Customer which have not been agreed in accordance with the provisions of clause 8 shall be undertaken entirely at the expense and liability of the Customer.

Warranty

* 1. The Customer warrants that:
     1. it has the right, power and authority to enter into this Agreement and grant to the Supplier the rights (if any) contemplated in this Agreement; and
     2. the Customer Software and all other information, documents, materials, data or other items provided by the Customer pursuant to this Agreement do not infringe the Intellectual Property Rights of any third party.
  2. The Supplier warrants that:
     1. the Services shall be performed **in accordance with Schedule 1 or the** **Order Form and/or the Statement of Work, as applicable;**
     2. the Services performed and the Deliverables supplied shall be free from material defects at Completion; and
  3. Subject to the provisions of clause 9.4, the Supplier shall, at its option, remedy, re-perform or refund the Price of any Services or Deliverables that do not comply with clause 9.2, provided that the Customer serves a written notice on the Supplier that some or all of the Services or Deliverables (as the case may be) do not comply with clause 9.2, and identifying in sufficient detail the nature and extent of the defects within 5 Business Days of Completion.
  4. The Supplier shall not be liable for any failure of the Services or the Deliverables to comply with the provisions of clause 9.2 as a result of:
     1. a breach by the Customer of any of its obligations under this Agreement;
     2. an event of Force Majeure.
  5. Except as set out in this clause 9:
     1. the Supplier gives no warranty and makes no representations in relation to the Services; and
     2. the conditions implied by the Supply of Goods and Services Act 1982 ss 12–16 are expressly excluded.
  6. Except for the foregoing warranties, and to the fullest extent permissible under applicable law, in connection with the Services, the Supplier disclaims for itself and its subcontractors all warranties and conditions, express, implied, statutory or otherwise including but not limited to the implied warranties of non-infringement, merchantability and/or fitness for a particular purpose, or any implied warranties arising from course of dealing or course of performance.

Price

* 1. Unless agreed otherwise by the parties in any SOW, the Prices payable by the Customer in respect of each Order are contained in Schedule 3, as the same may be increased under clauses 11.5 and 11.6.
  2. The Prices are exclusive VAT (or equivalent sales tax).
  3. Where the Prices are calculable on a time and materials basis, the Supplier will keep time sheets showing the hours worked by each of the Supplier Personnel in respect of the provision of the corresponding Services.
  4. The Supplier will be entitled to be reimbursed by the Customer for all out-of-pocket expenses (including travelling but not parking fines or road traffic offence fines) incurred by the Supplier and the Supplier Personnel in the proper provision of the Services, subject to the production of such receipts or other evidence as the Customer may reasonably require and will include any such expenses on invoices rendered. The total expenses payable by the Supplier pursuant to an individual Order shall not exceed 6% of the total Price paid to the Supplier by the Customer under that Order.
  5. Unless otherwise agreed in the Statement of Work, the Supplier may increase the Prices at any time by giving the Customer not less than 15 Business Days’ notice in writing provided that:
     1. the number of Price increases per Contract Year under this clause does not exceed two; and
     2. the increase does not exceed 3% of the Prices in effect immediately prior to the increase.
  6. In addition to its rights under clause 11.5, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Services which exceeds five% and which is due to any factor beyond the control of the Supplier.
  7. If the Customer does not agree with any increase in the Prices notified under clauses 11.5 or 11.6 then the Customer may terminate this Agreement by giving the Supplier not less than 15 Business Days’ notice, provided always that the Customer shall accept performance (and shall, where applicable pay the increased Prices for) for any Services in respect of which the Supplier had (at or prior to the time of receiving such notice) entered into an irrevocable commitment with any third party in connection with this Agreement.

Payment

* 1. The Supplier may issue its invoice in respect of an Order at any time after the Order is placed or, where the Order specifies Milestones Payments, the Supplier may issue its invoices for Milestone Payments upon the achievement of the corresponding Milestone.
  2. The Customer shall pay all invoices:
     1. in full in cleared funds within thirty (30) Business Days of the date of each invoice; and
     2. to the bank account nominated by the Supplier in the Order.
  3. The Customer shall pay any applicable VAT (or equivalent sales tax) to the Supplier on receipt of a valid VAT invoice.
  4. Where sums due hereunder are not paid in full by the due date:
     1. the Supplier may, without limiting its other rights, charge interest on such sums at 3% percentage points a year above the base rate of Bank Of England from time to time in force; and
     2. interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

Data protection

* 1. Each party agrees that, in the performance of their respective obligations under this Agreement, it shall comply with the provisions of Schedule 6.
  2. The parties agree that they shall enter into separate data processing agreements substantially in the form set out in Schedule 6, where the processing of Personal Data will form part of any Services provided by the Supplier pursuant to a specific Order or Statement of Work.

Intellectual Property Rights

* 1. Except as expressly stated in this clause no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.
  2. All Intellectual Property Rights in the Deliverables shall belong to and vest in the Supplier.
  3. Without limitation to clause 14.2:
     1. the Supplier grants the Customer a non-exclusive, non-transferable and royalty-free licence to use for its own benefit and to use in the Customer’s business (or to enable the Customer to Service its own customers) (i) the Supplier Software, including the Supplier Software for the Term, to the extent necessary to enable the Customer to make use of the Services and (ii) the Deliverables; and
     2. the Customer grants the Supplier a non-exclusive, non-transferable and royalty-free licence to use the Customer Software, including the Customer Software and the Customer Data, and to permit any Supplier subcontractor to use the same subject to the same restrictions as under this Agreement, for the Term, to the extent necessary to enable the Supplier to provide the Services, supply the Deliverables and otherwise perform its obligations under this Agreement.
  4. The Customer shall execute such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this clause 14.

Limitation of liability

* 1. The extent of the parties’ liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or under an indemnity or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 15.
  2. Subject to clause 15.4, the total liability of the:
     1. Supplier, howsoever arising under an Order for any and all claims arising under or in connection with that Order, shall not exceed 100% of the aggregate of the fees paid and/or payable to the Supplier under that Order ; and
     2. **C**ustomer, howsoever arising under or in connection with any Order and/or this Agreement, shall not exceed the aggregate of the fees paid and/or payable under that Order and/ or this Agreement (provided that this limitation shall not apply to the Prices (and VAT and interest thereon) due and payable by the Customer to the Supplier under this Agreement).
  3. Neither party shall be liable to the other for any of the following (whether direct or indirect):
     1. loss of profit;
     2. loss of or corruption to data;
     3. loss of contract;
     4. loss of savings, discount or rebate (whether actual or anticipated);
     5. harm to reputation or loss of goodwill;
     6. any consequential, indirect or special losses.
  4. Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:
     1. death or personal injury caused by negligence;
     2. fraud or fraudulent misrepresentation;
     3. any other losses which cannot be excluded or limited by applicable law;
     4. data protection indemnity under paragraph 4 of Schedule 6, Part A; or
     5. IPR indemnity under clause 16.1.

Indemnity

* 1. The Supplier shall indemnify the Customer for any losses, damages, liability, costs and expenses (including professional fees) incurred by it as a result of any action, demand or claim that the provision of the Services or Deliverables infringes the Intellectual Property Rights of any third party (an IPR Claim).
  2. In the event that the Customer receives notice of any IPR Claim, it shall:
     1. notify the Supplier in writing as soon as reasonably practicable;
     2. not make any admission of liability or agree any settlement or compromise of the claim without the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed);
     3. let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion provided that if the Supplier fails to conduct the claim in a timely or proper manner the Customer may conduct the claim at the expense of the Supplier;
     4. take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim; and
     5. provide the Supplier with all reasonable assistance in relation to the IPR Claim (at the Customer’s expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.
  3. If any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:
     1. procure for the Customer the right to continue receiving the relevant Services or using and possessing the relevant Deliverables; or
     2. re-perform the infringing part of the Services or modify or replace the infringing part of the Deliverables to avoid the infringement or alleged infringement, provided the Services or Deliverables remain in conformance to the Specification.
  4. The Supplier’s obligations under clause 16.1 shall not apply to Deliverables modified or used by the Customer other than in accordance with this Agreement or the Supplier’s reasonable written instructions.
  5. In respect of any indemnity given by either party under this Agreement, the party which receives the benefit of the indemnity shall take all reasonable steps so as to reduce or mitigate the loss covered by the indemnity.

Termination

* 1. This Agreement or Statement of Work may be terminated by the Customer giving no less than 30 calendar Days’ notice in writing to the Supplier or as specified under each Order.
  2. Either party may terminate this Agreement at any time by giving notice in writing to the other party if:
     1. the other party commits a material breach of this Agreement and such breach is not remediable;
     2. the other party commits a material breach of this Agreement which is not remedied within 30 days of receiving written notice of such breach;
     3. any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.
  3. Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:
     1. stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
     2. is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
     3. becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
     4. has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
     5. has a resolution passed for its winding up;
     6. has a petition presented to any court for its winding up or an application is made for an administration Order, or any winding-up or administration Order is made against it;
     7. is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
     8. has a freezing Order made against it;
     9. is subject to any events or circumstances analogous to those in clauses 17.3.1 to 17.3.8 in any jurisdiction.
  4. The right of a party to terminate the Agreement pursuant to clause 17.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.
  5. The Supplier may terminate this Agreement at any time by giving not less than four weeks’ notice in writing to the Customer if the Customer undergoes a change of Control or if the Customer has announced that it shall undergo a change of Control within two months.
  6. On termination of this Agreement for any reason:
     1. the Supplier shall immediately stop the performance of all Services;
     2. the Supplier shall promptly invoice the Customer for all Services performed but not yet invoiced;
     3. without prejudice to any additional obligations under Schedule 6, the parties shall within five Business Days return any materials of the other party then in its possession or control; and
     4. all rights granted to the Customer under this Agreement or any Order shall immediately cease.
  7. The following clauses of this Agreement shall survive termination, howsoever caused:
     1. clause 9 (warranty);
     2. clause 13 (data protection);
     3. clause 15 (limitation of liability);
     4. clause 16(indemnity);
     5. clause 17.6 (consequence of termination);
     6. clause 18 (personnel)
     7. clause 19 (non-solicitation)
     8. clause 20 (Confidential Information);
     9. clause 23 (dispute resolution);
     10. clause 26 (notices);
     11. clause 39 (third party rights);
     12. clauses 40 and 41 (governing law and jurisdiction); and
     13. Schedule 6 (data protection)

together with any other provision of this Agreement which expressly or by implication is intended to survive termination.

Personnel

* 1. It is not intended that the TUPE Regulations will apply on the Service Commencement Date, or on the Service Termination Date irrespective of whether the Supplier, or a Successor Supplier takes over all or part of the Services under an Order or a Statement of Work (or Services similar to them) upon termination.
  2. If any person transfers or alleges that their employment or engagement (or any liability related to it) transfers to the Supplier or any of the Supplier’s Affiliates or any sub-contractor of the Supplier under the TUPE Regulations or otherwise as a result of the Supplier or any sub-contractor of the Supplier providing the Services, the parties will discuss how to address the situation. In the absence of any agreement, the Supplier, any of the Supplier’s Affiliates or any sub-contractor of the Supplier (as applicable) may dismiss any such person.
  3. Without prejudice to the Supplier’s liability under the Agreement, the Supplier will make sure that all Personnel used to provide the Services:
     1. observe standards of integrity, courtesy, skill, care and consideration in the performance of their duties in accordance with Best Industry Practice;
     2. are sufficiently knowledgeable about the Customer and its business requirements to provide the Services; and
     3. comply with the policies specified by the Customer in accordance with Schedule 5.

Non-solicitation

* 1. In order to protect the legitimate business interests of the Supplier, during the Restricted Period the Customer shall not, either directly or indirectly, by or through itself, its Affiliate, its agent or otherwise, or in conjunction with its Affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person:
     1. solicit, entice or induce, or endeavour to solicit, entice or induce, any Restricted Person of the Supplier with a view to employing or engaging the Restricted Person, or
     2. employ or engage, or offer to employ or engage a Restricted Person of the Supplier

without the prior written consent of the Supplier.

* 1. Notwithstanding clause 19.1 the Customer may employ or engage a Restricted Person of the Supplier who has responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the other party or via an advertisement placed publicly by the Customer (either in the press, social media, online or in trade and industry publications).

Confidential Information

* 1. Each party undertakes that it shall keep any information that is confidential in nature concerning the other party and its Affiliates including, any details of its business, affairs, customers, clients, Suppliers, plans or strategy (Confidential Information) confidential and that it shall not use or disclose the other party’s Confidential Information to any person, except as permitted by clause 20.2.
  2. A party may:
     1. subject to clause 20.5, disclose any Confidential Information to any of its employees, officers, representatives or advisers (Representatives) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party ensures that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with clause 20 as if it were a party and if required sign a non-disclosure agreement to comply with its confidentiality obligations under the Agreement;
     2. disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
     3. Subject to clause 20.5, use Confidential Information only to perform any obligations under this Agreement.
  3. Each party recognises that any breach or threatened breach of clause 20 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
  4. Clause 20 shall bind the parties during the Term following termination of this Agreement.
  5. To the extent any Confidential Information is Personal Data or Protected Data as defined in Schedule 6 such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any of Schedule 6.

Anti-bribery

* 1. For the purposes of clause 21 the expressions ‘adequate procedures’ and ‘associated with’ shall be construed in accordance with the Bribery Act 2010 and guidance published under it.
  2. Both parties shall ensure that it and each person referred to in clauses 21.2.1 to 21.2.3 (inclusive) does not, by any act or omission, place the other party in breach of any Bribery Laws. The parties shall comply with all applicable Bribery Laws in connection with the performance of the Services and this Agreement, ensure that it has in place adequate procedures to prevent any breach of clause 21 and ensure that:
     1. each of the parties personnel and all direct and indirect subcontractors, Suppliers, agents and other intermediaries of either party;
     2. all others associated with the either party; and
     3. each person employed by or acting for or on behalf of any of those persons referred to in clauses 21.2.1 and/or 21.2.2,

involved in connection with this Agreement, so comply.

* 1. Without limitation to clause 21.2, the neither shall in connection with the performance of the Services and/or this Agreement make or receive any bribe (which Term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.
  2. A party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 21.

Modern slavery

* 1. Both parties undertake, warrant and represent that:
     1. neither it nor any of its officers, employees, agents or subcontractors has:
        1. committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or
        2. been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
        3. is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
     2. it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and
     3. it shall notify the other party immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the obligations under Clause 22. Such notice to set out full details of the circumstances concerning the breach or potential breach of the obligations.

Dispute resolution

* 1. Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of clause 23.
  2. The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
  3. The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
     1. within 7 days of Service of the notice, the Contract Managers of the parties shall meet to discuss the dispute and attempt to resolve it; and
     2. if the dispute has not been resolved within 7 days of the first meeting of the Contract Managers, then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within 7 days to discuss the dispute and attempt to resolve it.
  4. The specific format for the resolution of the dispute under clause 23.3.1 and, if necessary, clause 23.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
  5. If the dispute has not been resolved within 14 days of the first meeting of the chief executives (or equivalent) under clause 23.3.2 then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
  6. Either party may issue formal legal proceedings or commence mediation at any time whether or not the steps referred to in clauses 23.3 to 23.5 have been completed.

Force Majeure

* 1. In this clause ‘**Force Majeure**’ means an event or sequence of events beyond a party’s reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay is not Force Majeure.
  2. A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:
     1. promptly notifies the other of the Force Majeure event and its expected duration; and
     2. uses reasonable endeavours to minimise the effects of that event.
  3. If, due to Force Majeure, a party:
     1. is unable to perform a material obligation; or
     2. is delayed in or prevented from performing its obligations for a continuous period of more than 30 Business Days,

the other party may terminate this Agreement on not less than four weeks’ written notice.

Entire agreement

* 1. The parties agree that this Agreement and the Orders entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
  2. Each party acknowledges that it has not entered into this Agreement and the Orders entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement and the Orders entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.
  3. Nothing in this Agreement purports to limit or exclude any liability for fraud.

Notices

* 1. Any notice given by a party under this Agreement shall:
     1. be in writing and in English;
     2. be signed by, or on behalf of, the party giving it (except for notices sent by email); and
     3. be sent to the relevant party at the address set out in clause 26.3.
  2. Notices may be given, and are deemed received:
     1. by hand: on receipt of a signature at the time of delivery;
     2. by post: at 9.00 am on the second Business Day after posting;
     3. by courier: at 9.00 am on the fourth Business Day after posting; and
     4. by email: on receipt of a delivery OR read receipt email from the correct address.
  3. Notices shall be sent to:
     1. Decipher Cyber Limited for the attention of Tinesh Chhaya, CEO at:

57-67 High Street, Edgeware London, HA8 7DD

**tinesh@deciphercyber.com**

* + 1. Open Banking Ltd for the attention of Vinnie Bhandari, CISO at: 2 Thomas Square, London, E1W 1YN
  1. Any change to the contact details of a party as set out in clause 26.3 shall be notified to the other party in accordance with this clause 26 and shall be effective:
     1. on the date specified in the notice as being the date of such change; or
     2. if no date is so specified, two Business Days after the notice is deemed to be received.
  2. All references to time are to the local time at the place of deemed receipt.
  3. This clause does not apply to notices given in legal proceedings or arbitration.

Announcements

* 1. Subject to clause 27.2, no announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
  2. If a party is required to make an announcement or other public disclosure concerning this Agreement or any of the matters contained in it by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction, it may do so. Such a party shall:
     1. notify the other party as soon as is reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by law, by the court or by the authority requiring the relevant announcement or public disclosure;
     2. make the relevant announcement or public disclosure after consultation with the other party so far as is reasonably practicable; and
     3. make the relevant announcement or public disclosure after taking into account all reasonable requirements of the other party as to its form and content and the manner of its release, so far as is reasonably practicable.

Variation

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

Assignment

* 1. The Customer may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the Supplier’s prior written consent (such consent not to be unreasonably withheld or delayed).
  2. Notwithstanding clause 29.1, the Customer may perform any of its obligations and exercise any of its rights granted under this Agreement through any Affiliate, provided that it gives the Supplier prior written notice including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to that party’s rights or obligations under this Agreement shall be deemed to be an act or omission of the Customer itself.
  3. The Supplier may perform any of its obligations and exercise any of its rights granted under this Agreement through any Affiliate.

Set off

Except as expressly set out in this Agreement, each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

No partnership or agency

The parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party’s behalf.

Equitable relief

Each party recognises that any breach or threatened breach of this Agreement may cause the other party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the other party, each party acknowledges and agrees that the other party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

Severance

* 1. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
  2. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in Order to agree the terms of a mutually acceptable alternative provision.

Waiver

* 1. No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
  2. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
  3. A waiver of any Term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

Compliance with law

Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its employees, agents and Representatives will comply with all applicable laws and regulations, provided that neither party shall be liable for any breach of this clause 35 to the extent that such breach is directly caused or contributed to by any breach of this Agreement by the other party (or its employees, agents and Representatives).

Conflicts within agreement

* 1. In the event of any conflict or inconsistency between different parts of this Agreement, the following descending Order of priority applies:
     1. the terms and conditions in the main body of this Agreement and Schedule 6
     2. the other Schedules
     3. the Order
  2. Subject to the above Order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

Counterparts

* 1. This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.
  2. Each party may evidence their signature of this Agreement by transmitting by email a signed signature page of this Agreement in PDF format together with the final version of this Agreement in PDF or Word format, which shall constitute an original signed counterpart of this Agreement. Each party adopting this method of signing shall, following circulation by email, provide the original, hard copy signed signature page to the other parties as soon as reasonably practicable.

Costs and expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

Third party rights

* 1. Except as expressly provided for in clause 39.2, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.
  2. The Affiliates of the Supplier shall have the right to enforce the provisions of this Agreement.

Governing law

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

Jurisdiction

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

Agreed by the parties on the date set out at the head of this Agreement:

|  |  |
| --- | --- |
| Signed by [insert full name of director/authorised signatory] | ................................. |
| for and on behalf of | **[**Director OR Authorised signatory**]** |
| [insert name of the Supplier] |  |

and

|  |  |
| --- | --- |
| Signed by [insert full name of director/authorised signatory] | ................................. |
| for and on behalf of | **[**Director OR Authorised signatory**]** |
| [insert name of the Customer] |  |

Insert description of available menu of Services] or [insert in Order Form]

SCHEDULE 1-Statement of works (SOW)

Please refer to the agreed Statement of Works which is governed by the terms of the MSA

SCHEDULE 2-Data protection

* 1. **Operative provisions**
     1. **Definitions**
        1. In this Schedule:

|  |  |
| --- | --- |
| **Controller** | 1. has the meaning given in applicable Data Protection Laws from time to time; |
| **Data Protection Laws** | 1. means, as binding on either party or the Services:    1. the GDPR;    2. the Data Protection Act 2018;    3. any laws which implement any such laws; and    4. any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; |
| **Data Subject** | 1. has the meaning given in applicable Data Protection Laws from time to time; |
| **GDPR** | 1. means the General Data Protection Regulation, Regulation (EU) 2016/679; |
| **International Organisation** | 1. has the meaning given in applicable Data Protection Laws from time to time; |
| **Personal Data** | 1. has the meaning given in applicable Data Protection Laws from time to time; |
| **Personal Data Breach** | 1. has the meaning given in applicable Data Protection Laws from time to time; |
| **Processing** | 1. has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly); |
| **Processor** | 1. has the meaning given in applicable Data Protection Laws from time to time; |
| **Protected Data** | 1. means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier’s obligations under this Agreement; and |
| **Sub-Processor** | 1. means any agent, subcontractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data. |

* + 1. **Customer’s compliance with Data Protection Laws**

The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Laws.

* + 1. **Supplier’s compliance with Data Protection Laws**

The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.

* + 1. **Indemnity**

The Customer and Supplier shall indemnify and keep indemnified the other party against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by either party of its obligations under this Schedule.

* + 1. **Instructions**
       1. The Supplier shall only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with documented instructions from the Customer (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).
       2. Without prejudice to paragraph 2 of this Part A, if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
    2. **Security**

Taking into account the state of technical development and the nature of processing, the Supplier shall implement and maintain the technical and organisational measures set out in section 2 of Part B of this Schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

* + 1. **Sub-processing and personnel**
       1. The Supplier shall:
          1. not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors’ own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior written authorisation of the Customer;
          2. prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this Schedule that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations;
          3. remain fully liable to the Customer under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and
          4. ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
    2. **List of authorised Sub-Processors**

The Customer authorises the appointment of the Sub-Processors listed **in each Order or Statement of Work.**

* + - 1. The Supplier shall assist the Customer in ensuring compliance with the Customer’s obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Supplier.
      2. The Supplier shall (at the Customer’s cost) taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer’s obligations to respond to requests for exercising the Data Subjects’ rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
    1. **International transfers**

The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the EU/EEA or to any International Organisation without the prior written consent of the Customer.

* + 1. **Audits and processing**

The Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier’s compliance with the obligations placed on it under this Schedule and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this paragraph 11).

* + 1. **Breach**

The Supplier shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

* + 1. **Deletion/return and survival**

On the end of the provision of the Services relating to the processing of Protected Data, at the Customer’s cost and the Customer’s option, the Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. This Schedule shall survive termination or expiry of this Agreement indefinitely in the case of paragraphs 4 and 13 of this Part A and until *12 months* following the earlier of the termination or expiry of this Agreement in the case of all other paragraphs and provisions of this Schedule.

* 1. **Data processing and security details**

**Section 1—Data processing details**

Processing of the Protected Data by the Supplier under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this [*Section 1 of*] Part B.

* + 1. **Subject-matter of processing:**

[*Insert*]

* + 1. **Duration of the processing:**

[*Insert*]

* + 1. **Nature and purpose of the processing:**

[*Insert*]

* + 1. **Type of Personal Data:**

[*Insert*]

* + 1. **Categories of Data Subjects:**

[*Insert*]

* + 1. **[Specific processing instructions:**

[*Insert*]**]**

**Section 2—Minimum technical and organisational security measures**

**1** The Supplier shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

**1.1** In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.

SCHEDULE 3  
Change request

**Changes agreed**

By signing this Change Request, the parties have agreed the Changes set out below:

| Change to | Description of Change agreed |
| --- | --- |
| **Services** | [Include here a detailed description of agreed Changes to the Services] |
| **Service Levels** | [Include here details of: (a) any Changes applicable during the provision of the Services] |
| **Charges** | [Include here details of: (a) any costs agreed (amount or basis for calculation); and (b) any revised Prices following Service Commencement ] |
| Other | [Include here details of any Change to other elements of the Agreement] |
| **Effective from** | [Include Change commencement date] |

**Changes to the Agreement or Order**

The parties have agreed to implement the Changes as follows:

[Insert details of the sections of the Agreement and/or SOW]

|  |  |
| --- | --- |
| **Signed on behalf of the Customer:** | **Signed on behalf of the Supplier:** |
| Signature: | Signature: |
| Name: | Name: |
| Position: | Position: |
| Date: | Date: |